MOHOTA INDUSTRIES LIMITED
(Under CIRP)

Invitation for Expression of Interest for Submission of Resolution Plan

20th May, 2022

CA ASHISH SAOJI
Resolution Professional
IBBI Registration no. IBBI/IPA-001/IP-P01268/2018-19/12150
Email ID: ip.mohota@gmail.com

1. Company Overview

Background

Mohota Industries Limited. ("MIL") incorporated on 10th October 1946, has its registered office at 409, 4th Floor, 174 Gold Mohur CHS Ltd, Shamaldas Gandhi Marg, Kalbadevi Mumbai- 400002, Maharashtra.

The company is engaged in the business of Textiles manufacturing i.e Spinning of Synthetic/ Cotton Blended Yarn, Fabrics and Process house for processing of Fabrics. Spinning & Processing Unit is located at Ram Mandir Ward, Tah. Hinganghat, Dist. Wardha-442301 and manufacture of Fabrics is done at Pardi Road Village Burkoni, Tah. Hinganghat, Dist. Wardha, -442301, Maharashtra.

Hon'ble National Company Law Tribunal, Mumbai Bench by its order dated 30th August, 2021 ("**Order"**), ordered the commencement of corporate insolvency resolution process ("**CIRP"**) in respect of MIL. (Copy of the order received by the IRP on 8th November, 2021). Pursuant to the order and in accordance with section 16 of the Insolvency and Bankruptcy Code 2016 ("IBC"), Mr. Mahesh Kumar Gupta (IP Registration number IBBI/IPA-001/IP-P00478/2017-18/10866) was been appointed as the Interim Resolution Professional ("IRP"). Further to the resolution passed by the Committee of Creditors ("**CoC**") on 8th December 2021 and order passed by the Hon'ble NCLT, Mumbai Bench dated 23rd March 2022 (order copy received on 6th April 2022), the undersigned has been appointed as the Resolution Professional **("RP")** of MIL.

In accordance with section 17(1)(b) read with section 23(2) of the IBC, the powers of the board of directors of the Company are suspended and such powers are vested with the RP from the date of the Order. The IRP had invited Expression of Interest ("**EOI")** from prospective Resolution Applicants ("**PRAs**") to submit Resolution Plans on 22nd January 2022. The CoC of MIL in their meeting held on 5th May 2022 decided to quash the process and issue fresh Form G. The Resolution Professional as per resolution passed in the said meeting of Committee of Creditors is inviting EOI from PRAs to submit Resolution Plans in accordance with the provisions of IBC read with Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations")**.

The brief particulars of the invitation for Expression of Interest, pursuant to regulation 36B (7) of the Insolvency Resolution Process for Corporate Persons) Regulations, 2016, published in newspaper on 20th May, 2022 in relation to the timelines for submission of Expression of Interest are set out below:

Particulars	Date
Insolvency Commencement Date for Mohota Industries Limited	August 30, 2021
Date of publication of invitation for expression of interest	May 20, 2022
Last date for receipt of expression of interest (EOI)	June 4, 2022
Date of issuing Final list of EOI applicants	June 17, 2022

Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	June 13, 2022
Last date of submission of Resolution Plans	July 13, 2022

2. Transaction Process

The transaction process has been outlined below:

1. Invitation for Expression of Interest ("EOI")
2. Confidentiality undertaking by the Resolution Applicants (RAs) along with the supporting documentsannexed to the EOI
3. On confirmation of eligibility of the RA and receipt of the executed confidentiality undertaking, the RAwill be provided with-

a. The Information Memorandum prepared as per provisions of the Insolvency and Bankruptcy Code, 2016
b. Access to the data-room shall be provided
c. Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation criteria.

3. Submission of EOI

a. Applicants should meet the Eligibility Criteria as set out in **Annexure 'A'**.

b. Expression of Interest (EOI) is invited in a **sealed envelope** superscripted as **"Expression of Interest (EOI) for participating in CIRP of Mohota Industries Limited"**, in the format as set out in **Annexure 'B'**. A soft copy of EOI along with annexures stated above should be mailed to ip.mohota@gmail.com

c. Applicants should submit the EOI along with the supporting documents set out in **Annexure 'C'**

d. The details of the applicant as set out in **Annexure 'D'**.

e. Undertaking as set out in **Annexure 'E'** to be submitted in case of consortium.

f. Confidentiality undertaking as set out in **Annexure "F"**

g. Declaration under 29A of the IBC as set out in **Annexure "G"**

h. Along with the EOI, each prospective Resolution Applicant shall pay a refundable process participation fee of INR 5,00,000 (Indian rupees Five Lakhs only), to be submitted in one of the following forms in favour of "Mohota Industries Limited", payable at Hinganghat:

i. A direct deposit by way of real time gross settlement system in favour of:

Bank Name	State Bank of India
Branch	Gandhi Ward, Anupam Building, Near Civil Court Distt. Wardha, Hinganghat
Account Number	40665981170

IFSC	SBIN0000382

OR Demand Draft issued by any scheduled commercial bank in India (to be renewed at the request of the RP)

j. The PRAs shall submit the plain sealed envelope containing a complete set of the EOI in hard copy along with the annexures stated above and proof of payment of the process participation fee to the following address by speed post, or registered post or hand delivery addressed to the following:

CA Ashish Saoji

IBBI Registration no. IBBI/IPA-001/IP-P01268/2018-19/12150
Resolution Professional for Mohota Industries Limited
Address: Vijaywargi Khabiya & Saoji, Chartered Accountants
3rd Floor, M G House, Rabindra Nath Tagore Marg
Civil Lines, Nagpur – 440001

4. Manner of submission of EOI

Applicant shall submit complete set of EOI documents via email/ courier or hand delivery by 4th June, 2022. The applicant shall submit sealed plain envelope containing a complete set of the documents for the EOI in hard copy stated above, to the address mentioned above by speed post/ registered post or by hand delivery by 4th June, 2022.

A soft copy / scanned copy of EOI along with annexures stated above should be mailed to ip.mohota@gmail.com

EOIs not fulfilling the above conditions are liable to be disqualified without any further communication.

5. Last Date of Submission of EOI:

The last date for submission of EOI is 04th June, 2022, which may be extended at the sole discretion of RP/ CoC of MIL.

In case EOI is not submitted by the specified time period, then the participation can only be allowed if the time period is extended by the RP.

Note:

1. Applicants should regularly visit the Corporate Debtor websites at https://www.mohotaindustries.com/insolvency-bankruptcy.html to keep themselves updated regarding clarifications, amendments, abandonment or extension of time, if any.

2. It may be noted that the terms and conditions for inviting any Resolution Plan shall be determined only with the approval of CoC of MIL and may be changed or amended at any stage.

CoC / Resolution Professional reserves the right to suspend / abandon cancel / extend or modify the process terms and / or reject or disqualify any Prospective Resolution Applicant's EOI /Resolution Plan / offer at any stage of the bid process without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.

3. RP/CoC reserve the right to withdraw the invitation for EOI and change or vary any part thereof at any stage and also reserve the right to disqualify any prospective resolution applicants, should it beso necessary at any stage.

4. No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, the Company or any member of the CoC shall affect or modify any terms of this invitation for EOI.

5. Neither the PRAs nor any of representatives of the PRAs shall have any claims whatsoever against the Resolution Professional or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this invitation for EOI.

6. By submitting a proposal, each prospective resolution applicant shall be deemed to acknowledge that it has carefully read the entire invitation for EOI and has fully informed itself as to all existing conditions and limitations ; compliance with Section 29A of the Insolvency and Bankruptcy Code, 2016 by the PRA shall be verified by the Resolution Professional post receipt of Resolution Plan; and (iii) disqualification of the PRA due to noncompliance with Section 29A of the Insolvency and Bankruptcy Code, 2016 will not attract any litigation from PRA.

7. Criteria for Eligibility - EOIs of only those interested parties who meet the eligibility criteria specified in **Annexure 'A'** will be considered. EOIs which do not meet the criteria shall be rejected with no further communication to the rejected applicants.

   1) The refundable process participation fees shall be refunded (without any interest) as follows-

      - Parties who have not been selected as Prospective Resolution Applicant shall be returned the process participation fees within 60 days from the date of declaration of the Prospective Resolution Applicant list.
      - Parties who have been selected as Prospective Resolution Applicant shall be returned the process participation fees within 60 days from the last date to submit the resolution plan

   2) The RP reserves the right to independently verify, disqualify, reject and / or accept any and all the EoIs, without assigning any reasons thereof.

   3) The RP reserves the right to require the prospective resolution applicants / interested parties to provide any additional documentation or information in relation to the EOI.

4) By accepting the terms of this document, the interested parties hereby agree and release the Resolution Professional, irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations set out under this document, and / or in connection with the bidding process, and waives any and all rights and / or claims the interested parties may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURE A

Eligibility Criteria

EOI would be subject to evaluation of the Financial Capacity and Technical Capacity of the Prospective Resolution Applicant (PRA):

Financial capacity

1. **Category A - Private/ Public Limited Company, LLP, Body Corporate ('Body Corporates') Government/Trusts, whether incorporated in India or outside India**

   Minimum consolidated Net worth (NW) of **INR 15 Crores** as on latest available audited financial statements, but not earlier than 31st March 2021

2. **Category B - Financial Institutions (FI)/ Funds / Private Equity (PE) Investors /NBFCs /ARCs**
   - Minimum Assets Under Management (AUM) of **INR 60 Crores** as on latest available date but not earlier than 31st December 2020 or;
   - Committed funds available for investment/deployment in Indian Companies or Indian assets of **INR 40 Crores** or more as on latest available date but not earlier than 31st December 2020

3. **Category C - Individual investor**
   - Minimum Net Worth (NW) of **INR 10 Crores** at individual level as on latest available date but not earlier than 31st March 2021
   - Individual investor shall include HUFs

4. **Category D - Consortiums**

   At least one of the members must hold at least 26% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of **10%** each in the consortium

The consortium shall meet the following threshold on weighted average basis

Consortium members	Minimum net worth	Criteria for weighted average NW
Category A	INR 20 Crores	Consolidated Net Worth shall be used
Category B	INR 80 Crores	Higher of AUM / committed funds shall be used
Category C	INR 20 Crores	Net Worth shall be used

In case of a consortium where having member(s) from Category D, the threshold for consortium shall be adjusted basis the share of other member(s) in the consortium.

- All the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EOI, the request for resolution plan and the resolution plan submitted by the consortium.

- Each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium.

- If any member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium shall stand disqualified. If one member is a part of any other category or any other consortium which is submitting Expression of Interest herein then that member cannot be a part ofanother group of consortium or category which is also submitting Expression of Interest.

Technical capacity

i. The PRA, directly or through an Affiliate(s)/Group Company(s), should have successfully run a Textile Unit or other Manufacturing Unit.

ii. In case where the PRA does not have the requisite experience in running a Textile unit or other manufacturing unit, such PRA may form a consortium with another member having requisite technical capacity (such consortium shall need to be eligible as per eligibility criteria laid down for Category E above) or enter into a binding agreement with a partner who has the requisite technical capacity.

In the event the PRA plans to enter into a binding agreement with a partner having the requisite technical capacity, the PRA shall submit an undertaking to engage such partner while submitting the EoI. However, an appropriate agreement would be required to be submitted at the time of submission of the bid, in accordance with the terms of the RFRP.

The Affiliate and Group Company as mentioned in point (i) has been defined below:

"Affiliate" with respect to any person shall mean any other person which, directly or indirectly: (1) Controls such person; or (2) is Controlled by such person; or (3) is Controlled by the same personwho, directly or indirectly, Controls such person

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights

or shareholders agreements or voting agreements or in any other manner. The term "Controlled" shall be read in accordingly.

"Group Company" shall in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and shall include (i) a joint venture company; (ii) an Affiliate; (iii) an associate company; and (iv) a person or company which is not eligible to submit a resolution plan in terms of Section 29A of the Insolvency and Bankruptcy Code, 2016.

ANNEXURE B

Format of Expression of Interest

[On the letter head of the company/ in case of consortium - the leader submitting EOI]

Date:

To,
CA Ashish Saoji

IBBI Registration no. IBBI/IPA-001/IP-P01268/2018-19/12150
Resolution Professional for Mohota Industries Limited
Address: Vijaywargi Khabiya & Saoji, Chartered Accountants
3rd Floor, M G House, Rabindra Nath Tagore Marg
Civil Lines, Nagpur – 440001
E-mail ID: ip.mohota@gmail.com

Subject: Expression of Interest ("**EoI**") for submitting Resolution Plan for Mohota Industries Limited ("**Corporate Debtor**") undergoing Corporate Insolvency Resolution Process (CIRP)

Dear Sir,

In response to the public advertisement in Business Standard / The Hitavada / Lokmat, dated 20th May, 2022 ("**Advertisement**") inviting EoI for submission of resolution plans ("**Resolution Plan**") for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), we confirm that we have understood the eligibility criteria and other terms & conditions mentioned in Annexure A to the EoI and meet the necessary threshold and criteria mentioned therein and submit our EoI for submission of a Resolution Plan for the Corporate Debtor.

Along with our EoI, we have also provided information as required in the prescribed format in Annexure C andAnnexure D.

We further undertake that the information furnished by us in this EoI and Annexures is true, correct, complete, and accurate. Based on this information we understand you would be able to evaluate our preliminary proposalin order to qualify for the above-mentioned proposal. Further, we agree and acknowledge that:

a) The EOI will be evaluated by the Resolution Professional ("RP") (on behalf of the Committee of Creditors ("CoC") of Mohota Industries Ltd. Based on the information provided in the Annexures and attached documents to determine whether we qualify to submit a proposal for the proposed transaction;

b) the RP/ the CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EOI submitted by us without assigning any reason/without any liability whatsoever;

c) the RP/ the CoC reserve the right to request for additional information or clarification(s) from us for the purposes of the EoI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of our submission pursuant to EoI;

d) Meeting the qualification criteria set out in EoI alone does not automatically entitle us to participate in the next stage of the process;

e) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting the consortium members ability to perform in consortium shall be intimated within 3 (three) business days to the CoC / RP;

f) In case of consortium, we would comply with the eligibility criteria pertaining to equity holding i.e. the lead member must hold at least 26% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium and a maximum of 4 members shall form such a consortium;

g) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and not under any legal disability to be a promoter entity of the Company under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Yours Sincerely,

On behalf of [*Insert the name of the entity submitting the EoI*]

Signature:
Name of Signatory:
Designation:
Company Seal/Stamp

1. *In case of Consortium Applicant, the EoI shall be signed by each member.*

2. *The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter.*

ANNEXURE C

Supporting Documents to be submitted with EOI

For all prospective resolution applicants (RA) - Profile of RA

Sl. No.	Category A	Category B	Category C
1	Profile of the RA (As per Annexure D)	Profile of the RA (As per Annexure D)	Profile of the RA (As per Annexure D)
2	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MOA & AOA)	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MOA & AOA)	Government ID proofs
3	Audited Financial Statements for Immediately preceding 3 (Three) years	Audited Financial Statements for Immediately preceding 3 (Three) years	Income Tax returns for preceding 3 years (three) years.
4	NA	Relevant statement of funds availability of the RA and/ or promoter/ promoter group or any other group company, as per the eligibility criteria.	NA
5	Confidentiality and non-disclosure agreement as given in Annexure F	Confidentiality and non-disclosure agreement as given in Annexure F	Confidentiality and non-disclosure agreement as given in Annexure F
6	Certificate from Statutory Auditor or Chartered Account or Company Secretary or equivalent in the jurisdiction of incorporation of the company certifying Net worth as at end of last 3 financial years	Certificate from Statutory Auditor or Chartered Account or Company Secretary or equivalent in the jurisdiction of incorporation of the company certifying AUM as at end of last 3 financial years and committed funds available for deployment in Indian Companies or Indian Assets	Certificate from Statutory Auditor or Chartered Account or Company Secretary or equivalent in the jurisdiction of incorporation of the company certifying Net worth as at end of last 3 financial years

Notes:

- In case of a consortium, the above documents including certificates are required for each of the Consortium members.
- For technical capacity, the Prospective Resolution Applicants should submit relevant supporting documents or undertaking, as applicable
- Details of prospective resolution applicant as prescribed in Annexure D
- Undertaking for equity participation in case of consortiums as prescribed in Annexure E
- Relevant information and records to enable assessment of ineligibility under Section 29A of the Code in Annexure G

ANNEXURE D

Details of Prospective Resolution Applicant

[Note: In case of consortium, the details set out below are to be provided for each of the members]

1. **Name and Address:**
   a. Name of the Firm/Company/Organization/ sole individual:
   b. Address:
   c. Telephone No:
   d. Fax:
   e. Email:

2. **Name and Address (with proof) of the firm/company/organization/sole individual**
3. **Date of Establishment/ Date of Birth (for sole individual):**
4. **Core Area of Expertise:**
5. **Contact Person:**
   a. Name:
   b. Designation:
   c. Telephone No:
   d. Email:

6. **Company/FI Profile:**

   a. Company Financial Profile (consolidated / standalone as applicable):

Company profile	Category A	Category B	Category C
At 31 Mar 18	Consolidated NW in Crs	AUM/Committed funds in Crs	NW in Crs
At 31 Mar 19	Consolidated NW in Crs	AUM/Committed funds in Crs	NW in Crs
At 31 Mar 20	Consolidated NW in Crs	AUM/Committed funds in Crs	NW in Crs
At 31 Mar 21	Consolidated NW in Crs	AUM/Committed funds in Crs	NW in Crs
At 31 Mar 22	Consolidated NW in Crs	AUM/Committed funds in Crs	NW in Crs

In case of consortium, the above details are to be shared for each of the consortium members. Further, thefulfilment of qualification criteria must be clearly identified/ certified herein.

   b. Experience of the Company in the Textile sector or other manufacturing sector.

c. Experience of the applicant in acquisition / turnaround of stressed assets

d. Applicant’s overall management strength

e. Statement of eligibility under technical capacity along with details and supporting documents

ANNEXURE E

(To be executed on letter head of the lead member)

To,

CA Ashish Saoji,

The Resolution Professional

Mohota Industries Limited

Dear Sir,

SUBJECT: UNDERTAKING FOR EQUITY PARTICIPATION

This is in relation to the corporate insolvency resolution process of MOHOTA Industries Limited. In response to the public advertisement in Financial Express/ Economic Times , dated 22nd January 2022 ("**Advertisement**") inviting expressions of interest (EOI) for submission of resolution plans ("**Resolution Plan**") for the Corporate Debtor undergoing corporate insolvency resolution process as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), we have submitted an EOI as a consortium. The members of the consortium are as follows:

[Insert names of the members of the consortium, their equity participation in the consortium and indicate the lead member]

As required in terms of the EOI, we agree and undertake that we will continue to hold at least [26% / 10% *(lead member to choose 26% and other to choose 10%)*] equity participation in the consortium.

We further agree and undertake that all the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EoI, the request for resolution plan and the resolution plan submitted by the consortium.

SIGNED AND DELIVERED by

[insert]

ANNEXURE F

(To be affixed on the required stamp paper as per the state laws and to be notarized)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("**Agreement**") is made on this [●] day of [●], 2022 by and between:

MOHOTA Industries Limited. ("MIL"), a company incorporated in India on 10th October 1946 under the Companies Act, having its registered office at Flat No 409, 4th Floor, 174 Gold Mohur CHS Ltd, ShamaldasGandhi Marg, Kalbadevi Mumbai- 400002, Maharashtra, India ("**Company**" unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), acting through **CA Ashish Saoji,** resolution professional of Mohota Industries Limited bearing no. IBBI/IPA-001/IP-P01268/2018-19/12150 ("**Disclosing Party" or "RP**" unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), and appointed as resolution professional for the Company in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), of the **FIRST PART**;

AND

[●], a [company] incorporated in [India] under the [Companies Act of 1956], having its registered office at [●] ("**Recipient/ Resolution Applicant**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns), of the **SECOND PART**.

(the Disclosing Party/ RP and the Recipient/Resolution Applicant are hereinafter referred to as a "**Party**" individually and as "**Parties**" collectively)

WHEREAS:

A. Pursuant to the advertisement published by the RP on 22/1/2022, the RP had invited expressions of interest ("**EOI**") from potential resolution applicants for the purpose of submission of resolution plans of the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EOI to the RP on [●], 2022.

B. As per the provisions of the Code, the Resolution Applicant has the right to submit a resolution plan for the Company to the RP. For the purpose of preparation and submission of the resolution plan for the Company ("**Purpose**"), the RP is required to provide the Resolution Applicant with access

to the relevant information in that respect, provided that the Resolution Applicant provides a Non-Disclosure Agreement to the RP with respect to such information provided.

C. In view of the above and in terms of Section 29 of the Insolvency and Bankruptcy Code, 2016 read with Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the RP will be sharing certain Confidential Information (*as defined in Clause 1 below*) with the Resolution Applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In this Agreement, in addition to the capitalised terms defined in the introduction to, recitals of and the text of this Agreement, the following capitalised terms used herein shall, unless a contrary intention appears, have the following meaning:

"**Affiliate**" shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term "**Control**" means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms "**Controlling**" and "**Controlled by**" or "**under common Control**" shall have corresponding meanings

"**Confidential Information**" shall mean any and all information disclosed or submitted to the Recipient by or on behalf of the Disclosing Party (including by any officers, and/or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors of a Disclosing Party), whether written, oral, pictoral, electronic, visual or other form relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, jointventure or related entity) of the Company. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

(i) any information which relates to the business, business plans, products, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives, human resource and plans, policies and reports, of the Company;

(ii) all technical, commercial, operational, financial, accounting, legal and administrative information, and any notes, analyses, compilations, studies, forecasts, interpretations, memoranda,

summaries, reports and other materials which contain, reflect or are based upon, in whole or in part, any of such information;

(iii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, materials, debts, presentations, proposals, quotations, computer programs, software;

(iv) any unpatented invention, formula, procedures, method;

(v) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right vested in the Disclosing Party or in which Company has an interest of any kind;

(vi) any information belonging to identified third parties with whom the Company has business dealings;

(vii) any proposed business deals, contracts or agreements;

(viii) information, documents, agreements, materials, communications, fact, matter or thing about the corporate insolvency resolution process of the Company, or the terms or conditions or any other facts relating thereto, including, without limitation, the status thereof, that discussions or negotiations are occurring or have occurred, the existence of this Agreement;

(ix) information and details regarding the terms, conditions and structure of, and other facts relating to, the Company and/or the corporate insolvency resolution process of the Company, including the status thereof, whether oral, on paper or computer disk or in electronic format; whether prepared by the Disclosing Party, its advisors or other third party on behalf of the Disclosing Party; and/or

(x) all reports, analyses, studies, compilations, interpretations or other documents or materials (whether on paper or computer disk or in electronic format) prepared by the Disclosing Party or its representatives which contain, refer to, reflect, enhance, modify, improve, quote or are based upon, in whole or in part, the information mentioned in (i) to (ix) above which is provided to the Recipient and/or its representatives in connection with the corporate insolvency resolution process of the Company.

"Representative" shall means any agent, officer, employee, director, legal or financial advisor, Affiliate, investor, counsel, potential financing source who (i) needs to know such information for the Purpose; (ii) who agrees to keep such information confidential in accordance with the provisions of this Agreement; (iii) who is provided with a copy of this Agreement; (iv) who agrees to be bound by the terms contained in this Agreement to the same extent as if it was a party hereto; and (vi) who has confirmed that it has no conflict with the Disclosing Party, and the term "**Representatives**" shall be construed accordingly. In relation to any Disclosing Party, its "**Representative**" shall mean any agent, officer, employee, director,

consultant, legal or financial advisor, authorized attorney, accountant and/or any other person duly authorized in this regard.

2. The Recipient shall (and shall procure that each Representative shall), at all times:

(i) hold in trust, in strict confidence and as required under Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Confidential Information provided to the Recipient and/or its Representatives by the Disclosing Party;

(ii) not use the Confidential Information for any purpose other than for the Purpose;

(iii) not disclose, reveal, disseminate, reproduce, quote, share with, refer to, use or make available to any other person, or use or permit others to disclose or use any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;

(iv) disclose the Confidential Information to its Representatives, strictly on a need to know basis and solely for the Purpose. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the employees/advisors would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, breach by any Representative of the Recipient shall be deemed as breach by the Recipient;

(v) use the same degree of care in respect of the protection, security and safekeeping of the Confidential Information as the Recipient and its Representatives use to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft, and/or re-publication of the Confidential Information;

(vi) keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access with the same degree of care as we keep our own confidential information;

(vii) at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);

(viii) immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 14 below; or (c) a notification by the Disclosing Party for any reason whatsoever, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent,

retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention. Further, any Confidential Information that is not returned shall remain subject to the confidentiality obligations set forth in this Agreement. Notwithstanding the return of the Confidential Information, the Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder, which shall survive termination ofthis Agreement;

(ix) use Confidential Information solely for the purpose of evaluating, negotiating, considering, preparing and financing the Proposal and not for any other purpose;

(x) not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;

(xi) promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement; and

(xii) the Recipient shall not utilize the Confidential Information to avail any undue gain or undue loss to itself or any other person and shall comply with all provisions of applicable law, including Section 29(2) of the Code.

3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and tothe extent that such Confidential Information:

(i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or

(ii) is disclosed with the written approval of the DisclosingParty; or

(iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement, asevidenced by written documentation; or

(iv) which was obtained from a third party, lawfully in possession of the same and who, to our knowledge (after having made due enquiry), is not in breach of an obligation of confidentiality to the ResolutionProfessional; or

(v) is disclosed pursuant to any law or a court order or any requirement of any stock exchange provided that in the event the Recipient is required to make such disclosure in lieu of a court order/ stock exchange announcement, then in that case the Recipient shall, to the extent

permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient. Additionally, the Recipient and/or its Representatives shall only disclose such portion of the Confidential Information as it is compelled to disclose pursuant to any law or a court order or any requirement of any stock exchange.

4. It is agreed that without the prior written consent of the Disclosing Party, the Recipient shall not disclose and shall ensure that its Representatives do not disclose to any person or entity (a) that the Confidential Information has been made available to it or its Representatives, (b) that discussions or negotiations are taking place concerning a possible transaction between the Parties, or (c) any terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

5. Ownership of the Confidential Information, including all intellectual property rights and related rights in the Confidential Information or arising out of the use of the Confidential Information shall at all times remain with the Disclosing Party, in perpetuity and throughout the world. All improvements, derivatives, enhancements, modifications and recommendations to the Confidential Information will also belong exclusively to the Disclosing Party, and the Recipient agrees to specifically convey and assign, and hereby do convey and assign to the Disclosing Party all right, title and interest in and to the same in perpetuity and throughout the world. The Recipient covenants and agrees to sign any papers and do all acts necessary to secure for the Disclosing Party and/or its successors or assigns, any and all rights, titles and interest in any such improvements, derivatives, enhancements, modifications and recommendations, including rights to any patent and copyright in any jurisdictions, during the term ofthis Agreement, or any time thereafter.

6. The Parties agree that unless and until a definitive agreement(s) in connection with the Purpose is executed between the Parties, neither Party will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any of its Representatives with regard to the Purpose between the Parties and to terminate discussions and negotiations at any time. The Recipient further acknowledges that the resolution plan proposed by it may be rejected by the Committee of Creditors of the Disclosing Party and/or the National Law Company Tribunal at any time.

7. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.

8. The Recipient further agrees, acknowledges and confirms that the Confidential Information may containcertain unpublished price sensitive information under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 ("**Insider Trading Regulations**"), as amended, and thus, the Confidential Information shall be subject to the terms of such Insider Trading Regulations. Further, in accordance with the provisions of Section 29(2) of the Code, the Recipient agrees, acknowledges and confirms that the Recipient is aware and that the Recipient's Representatives have been advised that:

   a) applicable securities laws prohibit any person having unpublished price sensitive information about a company from dealing with the securities of that company and the Recipient agrees to abide byand cause its Representatives to abide by the terms of such securities laws;

   b) the Recipient and the Recipient's Representatives are required to comply with provisions of applicable law for the time being in force including in relation to confidentiality and protect any intellectual property of the Disclosing Party that the Recipient and/ or the Recipient's Representatives may have access to, and shall indemnify and hold the Disclosing Party and its Representatives, officers, directors, employees, agents and affiliates harmless against any consequences arising from any such violation by the Recipient, its Representatives or their affiliates.

9. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).

10. The Disclosing Party or its Representatives makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness or relevance of the Confidential Information and shall not be liable in any way in connection with the use of, or termination of the Recipient's right to use theConfidential Information.

11. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.

12. The Recipient shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities including but not limited to all legal fees and expenses arising from or

connected with anyunauthorized disclosure, use or misuse of the Confidential Information whether by itself or its Representatives or gross negligence or wilful misconduct of the Recipient and/or its Representatives. TheRecipient further agrees and undertakes, at its sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom it has disclosed Confidential Information, directly or indirectly, from disclosing or using the Confidential Information in violation of this Agreement.

13. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Disclosing Party inrelation to the corporate insolvency resolution process of the Company.

14. This Agreement will survive and remain valid notwithstanding whether the Recipient is shortlisted for the process or not or whether the Proposal (i.e. the resolution plan) submitted by the Recipient is placed before the committee of creditors or not or whether it is approved by the committee of creditors or notand even after completion of the corporate insolvency resolution process; provided that the obligations of the parties under this Agreement shall be effective and shall stay in force for a period of two (2) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 12 above) shall survive the termination of this Agreement.

15. The Recipient understands that if it discloses (or threaten to disclose) Confidential Information in violation of this Agreement, the Resolution Professional shall be entitled to pursue remedies includinglegal recourse to safeguard the interest.

16. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand-delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For the Disclosing Party
CA Ashish Saoji

IBBI Registration no. IBBI/IPA-001/IP-P01268/2018-19/12150
Resolution Professional for Mohota Industries Limited
Address: Vijaywargi Khabiya & Saoji, Chartered Accountants
3rd Floor, M G House, Rabindra Nath Tagore Marg
Civil Lines, Nagpur – 440001
E-mail ID: ip.mohota@gmail.com

For the Recipient

Postal Address :

Contact Person :

Email :

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent bycourier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whetheractually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

17. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

18. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.

19. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as awaiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

20. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.

21. This Agreement shall be governed by and construed in all respects according to the laws of the Indiaand, the Parties hereto agree to submit to the exclusive jurisdiction of the Courts and tribunals of Mumbai.

22. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied.

23. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set theirhands the day and year first above written.

Signed by, for, and on behalf of the Disclosing Party Name: CA Ashish Saoji Designation: Resolution Professional for Mohota Industries Limited	Signed by, for, and on behalf of the Recipient Name: Designation:

ANNEXURE G

DECLARATION UNDER SECTION 29A OF IBC

Execution instructions:

[To be executed on applicable non-judicial stamp paper of the state law and to be notarized). Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / resolution plan are appropriately apostilled, and stamp duty paid in India before submission to the resolution professional.]

The execution of this affidavit must be authorized by a duly passed resolution of the board of directors of the prospective resolution applicant or any sub-committee of the board (if so authorized by the board).

Each page of the affidavit is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubberstamp seal of the prospective resolution applicant.

Where the resolution applicant is a consortium, said affidavit shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.]

AFFIDAVIT

I, [*name of the chairman/ managing director/ director/ authorized person of resolution applicant, authorised by the Board of the resolution applicant for giving such affidavit*], son of *[ ]*, aged about *[__]* years, currently residing at *[Address to be inserted] and having Aadhaar / Passport number [ ]*, on behalf of *[name of the resolution applicant]* having registered office at *[_____] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant),* do solemnly affirm and state to the committee of creditors ("**CoC**") of MOHOTA Industries Limited ("**MIL**" or "**Company**") and the resolution professional of the Company ("**RP**") as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Resolution Applicant in terms of the [*resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization*]. The said document is true, valid and genuine to the best of my knowledge, information and belief.

2. I hereby unconditionally state, submit and confirm that the Resolution Applicant is not disqualified from submitting an expression of interest in respect of the Company, pursuant to the provisions of the Code

3. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016,as amended from time to time ("**Code**")) and nor any other person covered under Section 29Aof the Code:

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under theBanking Regulation Act, 1949;

(c) is at the time of submission of the expression of interest and / or resolution plan a person who,(i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or(ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company and all such overdue amounts along with interest, costs and charges thereon have notbeen fully repaid at the time of submission of expression of interest and / or resolution plan;

(d) has been convicted for any offence punishable with imprisonment –

(i) for two years or more under any statute specified under the Twelfth Schedule of the Code andtwo years have not passed from the date of release from such imprisonment; or

(ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;

(e) is disqualified to act as a director under the Companies Act, 2013;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessingthe securities markets;

(g) has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which

has taken place without any contribution by the Resolution Applicant in an entity acquired by the Resolution Applicant, prior to such acquisition by way of a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);

(h) has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part; and

(i) is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.

4. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtor.

5. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:

(a) withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document / note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);

(b) had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;

(c) failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or

(d) in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process thereunder issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.

6. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it iseligible under the terms and provisions of the Code (read with the relevant regulations framed there under)to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate that the Resolution Applicant iseligible under the Code and the rules and regulations thereunder to submit a resolution plan in respect ofthe Company.

7. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data,documents and information as may be required to verify the statements made under this affidavit.

8. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or resolution plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties providedby the Resolution Applicant under this affidavit.

9. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.

10. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.

11. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process ofthe Company, after the submission of this affidavit.

12. That if, at any time after the submission of this affidavit and before the approval of the Resolution Applicant's resolution plan by the Hon'ble National Company Law Tribunal under the Code, the resolution Applicant becomes ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the RPand the CoC.

13. That this affidavit shall be governed in accordance with the laws of India and the NCLT Mumbai / Courtsof Mumbai shall have the exclusive jurisdiction over any dispute arising under this affidavit.

SOLEMNLY AFFIRMED AT _____

ON THIS THE [_____] DAY OF [___] 2022

DEPONENT

Before me,
Notary/ Oath Commissioner

VERIFICATION:

I, [*name of the chairman/managing director/director/authorized person of resolution applicant, authorised by the Board of the resolution applicant company (in case of a company) for giving such affidavit*], the deponent above named, on behalf of *[name of the resolution applicant],* having registered office at *[_____],* do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing materialhas been concealed therein.

Verified at [_____], on this the [____] day of [____] 2022.

DEPONENT

FORM G
INVITATION FOR EXPRESSION OF INTEREST

(Under Regulation 36A (1) of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

	RELEVANT PARTICULARS	
1.	Name of the corporate debtor	**Mohota Industries Limited**
2.	Date of incorporation of corporate debtor	10th October1946
3.	Authority under which corporate debtor is incorporated / registered	Registrar of Companies 'Mumbai'
4.	Corporate identity number / limited liability identification number of corporate debtor	L99999MH1946PLC005261
5.	Address of the registered office and principal office (if any) of corporate debtor	**Registered office** Flat No 409, 4th Floor, 174 Gold Mohur CHS Ltd Shamaldas Gandhi Marg, Kalbadevi, Mumbai, Maharashtra 400 002 **Factory site** Ram Mandir Ward, Hinganghat, Wardha District, Maharashtra 442 301
6.	Insolvency commencement date of the corporate debtor	30th August 2021 (order copy received by IRP on 8th November 2021)
7.	Date of invitation of expression of interest	20th May 2022 The detailed invitation for expression of interest is available on the website of the corporate debtor at **https://www.mohotaindustries.com/insolvency-bankruptcy.html**
8.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at:	The detailed invitation for expression of interest is available on the website of the corporate debtor at **https://www.mohotaindustries.com/insolvency-bankruptcy.html**
9.	Norms of ineligibility applicable under section 29A are available at:	The detailed invitation for expression of interest is available on the website of the corporate debtor at **https://www.mohotaindustries.com/insolvency-bankruptcy.html**
10.	Last date for receipt of expression of interest	4th June 2022
11.	Date of issue of provisional list of prospective resolution applicants	7th June 2022
12.	Last date for submission of objections to provisional list	13th June 2022
13.	Date of issue of final list of prospective resolution applicants	17th June 2022
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	13th June 2022
15.	Manner of obtaining request for resolution plan, evaluation matrix, information memorandum and further information	Will be shared in electronic form by the resolution professional to prospective resolution applicants who are determined to be eligible as per the process laid down in the detailed invitation for expression of interest and in accordance with Regulation 36A of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
16.	Last date for submission of resolution plans	13th July 2022
17.	Manner of submitting resolution plans to resolution professional	In a sealed envelope by courier/ hand delivery to the RP's correspondence address mentioned against Sl No. 21 and in electronic format on ip.mohota@gmail.com
18.	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	31st July 2022
19.	Name and registration number of the resolution professional	**CA Ashish Saoji** IBBI Reg No.- IBBI/IPA-001/IP-P01268/2018-2019/12150
20.	Name, Address and e-email of the resolution professional, as registered with the Board	**CA Ashish Saoji** Registered Address: 107, Kanchanganga Estate, Borkute Layout, Narendra Nagar, Nagpur, Maharashtra, 440015 Email: ashishsaoji@gmail.com
21.	Address and email to be used for correspondence with the resolution professional	**CA Ashish Saoji** Correspondence Address: Vijaywargi Khabiya & Saoji, Chartered Accountants 3rd Floor, M G House, Rabindra Nath Tagore Marg Civil Lines, Nagpur – 440001 Email id: ip.mohota@gmail.com
22.	Further Details are available at or with	Email request to: ip.mohota@gmail.com
23.	Date of publication of Form G	20th May 2022

Date: 20th May 2022
Place: Hinganghat

Sd/-
CA Ashish Saoji
IBBI Reg No. IBBI/IPA-001/IP-P01268/2018-2019/12150
Registered Address of the Resolution Professional:
107, Kanchanganga Estate, Borkute Layout, Narendra Nagar, Nagpur, Maharashtra, 440015
For Mohota Industries Limited,