

**DETAILED
EXPRESSION OF
INTEREST TO
SUBMIT
RESOLUTION PLAN**

ANNEXURE 2 OF 14coc MEETING AGNEDA

**R S STONES PRIVATE LIMITED
(UNDER CIRP)**

Invited by:

Deepak Kumar Agarwal
Resolution Professional
R S Stones Private Limited
(A Company under CIRP)
IBBI Registration no:
IBBI/IPA-002/IP-N00584/
2017-2018/11778

Registered Office with
Board (IBBI): B-27, Sector –
47, Gautam Buddha Nagar,
Noida -201301

Email: ip.rsstone@gmail.com,
dkagarwal.ip@gmail.com

Mobile No.:- 9818812226

1. **BACKGROUND:**

- R S Stones Private Limited (“hereinafter to be known as the Company or the Corporate Debtor”) is a Private Limited Company having CIN-U45209DL2002PTC116595, incorporated on 19 August 2002 and is registered under provision of Companies Act, 1956 and existing under the provisions of Companies Act, 2013, having its registered office at: 619/19, Chattarpur Main Road, New Delhi-110074. It is classified as Non-government Company and is registered at Registrar of Companies, Delhi, having its registration number-116595 and Email address accounts@unimaxindia.com. (but it is not in working) Initial Authorized Share Capital of the company was Rs.100,000/- and paid up capital was Rs.100,000/- consisting of 10,000 equity share of Rs.10 each. The subscribers were Mr. Sanjay Dhawan and Mr. Rajesh Kumar Bansal. On 31.03.2016, Authorized Shares Capital of the Company was Rs.15,500,000/- and paid up capital was Rs.15,300,000/- consisting 15,30,000 equity shares of Rs.10 each.
- The main object of the company as enumerated in the Memorandum of Association (MOA) of the company is, “to purchase, acquire, get, convert, develop, improve, hold with absolute or limited rights or one lease, sub-lease for township, housing, build up infrastructure and construction development projects. The sector would include, but not be restricted to housing, commercial premises, hotels, resorts, hospitals, educational institutions, recreation facilities, city and regional level infrastructure and to erect, build, demolish, re-erect, alter, repair, furnish and maintain land, including agricultural land...”.
- RS Stones Private Limited's Annual General Meeting (AGM) was last held on 30 September 2016 and as per records from Ministry of Corporate Affairs (MCA), its balance sheet was last filed on 31 March 2016. That Mr. Rajesh Kumar Bansal (DIN: 00152919) is a suspended director of Rs Stones Private Limited, who was in charge of affairs of the company as well as shareholders of the company, Mr. Sanjay Kumar Sharma (DIN: (07837093), who is also suspended an additional director, who was assisting the company in managing day to day affairs of the company and Mr. Manjit Singh Chhatwal has resigned from the directorship on 12.09.2018.

- Details of the Corporate Debtor are as under:

CIN	U45209DL2002PTC116595
INCORPORATION DATE	August 19, 2002
NAME OF SUSPENDED DIRECTORS	Rajesh Kumar Bansal Sanjay Kumar Sharma Manjit Singh Chhatwal
AUTHORITY UNDER WHICH CORPORATE DEBTOR IS INCORPORATED/REGISTERED	Registrar Of Companies, NCT of Delhi
ADDRESS OF THE REGISTERED OFFICE & PRINCIPAL OFFICE (IF ANY) OF CORPORATE DEBTOR	<u>REGISTERED OFFICE:-</u> 619/19, Chattarpur Main Road, South West Delhi, New Delhi-110074. (As per MCA Master Data Dated 13.11.2019) <u>UNIT ADDRESS:-</u> Village: Behala, Tehsil: Ramgarh, Kasroli Road, Alwar, Rajasthan-301030.
INSOLVENCY COMMENCEMENT OF THE CORPORATE DEBTOR	2 nd September, 2019
AUTHORIZED CAPITAL	INR 1,55,00,000/-
PAIDUP CAPITAL	INR 1,53,00,000/-

- The Government of Rajasthan has introduced a affordable housing policy 2009 and invited the expression of interest for construction of EWS/LIG/MIG-A Flats. RS Stones Private Limited (hereinafter referred to as “Corporate Debtor has shown their interest by way of making the application to AWAS VIKAS LIMITED for construction of the flats for EWS/LIG/MIG-A on their private land. An agreement was executed among AWAS VIKAS LIMITED (Nodal Agency Urban Development Housing Department and local self-Government of the Rajasthan for implementation of affordable housing policy having its address 4SA-24, Jawar Nagar, Jaipur).

AND

Alwar/Urban Improvement Trust, having its main office at Bhagat Singh Circle, Alwar.

AND

M/S RS Stones Private Limited having registered office at 619/19 Chattarpur Main road, New Delhi, Southwest Delhi-110074

- The agreement was executed on 12.07.2011 for deciding terms and conditions for the construction of the flats for EWS/LIG/MIG-A. The Copy of the agreement will be shared to the Resolution Applicant’s in due course.
- RS Stones Private Limited (Here in after referred to as “Corporate Debtor”) having its land measuring area 3.32 Hectors in the village Bahala Tehsil Ramgarh, Dist. Alwar had executed an agreement dated 12.07.2011 among the above parties deciding the terms and conditions of the affordable housing project.

- That Corporate Debtor/ Third Party has agreed to construct the flats on the 52% of the above land and constructed 592 flats under the “AFFORDABLE HOUSING PROJECT” as per agreed terms and conditions of the agreement dated 12.07.2011 and on the rest land of 48% of the Corporate Debtor, “FORT VIEW RESIDENCY PROJECT” can be constructed by the Corporate Debtor.

2. **CORPORATE DEBTOR IS HAVING 2 PROJECTS;**

1. “FORT VIEW RESIDENCY PROJECT”
2. “AFFORDABLE HOUSING PROJECT”

Notes:-

- That the corporate debtor is having the land measuring area 3.32 hector situated at village Bahala Tehsil Ramagarh District Alwar. Both the projects namely Affordable Housing Project of UIT on 52% of the land and Fort view Residency Project on 48% of the land was established and the same are to be completed. The details of the flats of both the projects are as under:-

- The total flats in the Fort View Residency were constructed and block wise details are as under:-

Block No.	Flat Constructed	Flats sold	Balance
A	Nil	9	Nil
B	Nil	Nil	Nil
C1	99	99	0
C2	99	94	5(612/913/914/916&922)
D	189	111	78
commercial blocks(Shops)	Nil	4	Nil
TOTAL	387	317	83

- Total flats 592 in the affordable housing project were constructed and out of them possession of 43 flats were given to the home buyers and rest are to be completed.
Affordable housing flats shall be completed by the UIT and No resolution plan for Affordable Housing Project is to be given by the Resolution Applicant.

3. **INSOLVENCY PROCEEDINGS:**

- That it is the case of the petitioners that in terms of the agreed provisions of the Agreement to sell, the constructions of the flats in the aforementioned property should have been completed within a period of 24 months from the date of execution of the

respective Agreement to sell with the respective Financial Creditors with a maximum grace period of 6 months i.e. on or before 21.02.2018. However, it is alleged that the Corporate Debtor has failed to provide the possession of the flats to the applicant financial creditors.

- That the Hon'ble Adjudicating Authority vide order dated 02.09.2019 was pleased to admit and initiate the Corporate Insolvency Resolution Process in the application filed by Mrs. Sarika Somvanshi, Mr. Rekha Chauhan and Shri. Dhani Ram (collectively known as 'Financial Creditors in a class, Homebuyers') under section 7 of the Insolvency and Bankruptcy Code, 2016 in CP(IB)/1788/PB/2019. That the adjudicating authority vide order dated 02.09.2019 appointed the Applicant i.e. Mr. Deepak Kumar Agarwal as the Interim Resolution Professional in CP(IB)/1788/PB/2019 to carry out the duties and functions as mandated under the Code read with the rules and regulations made therein.
- A Public announcement inviting claim from creditors of corporate debtor was made in namely Dainik Bhaskar (Alwar Edition), Times of India (Jaipur Edition) and Financial Express and Jansatta in the NCR region on 05.09.2019. Also, the copy of Public Announcement was uploaded on the website of the Insolvency and Bankruptcy Board of India.
- Later on, the Committee of Creditors ("CoC") in its 1st Meeting held on 03.10.2019 approved the appointment of Mr. Deepak Kumar Agarwal from Interim Resolution Professional (IRP) to Resolution Professional (RP) which has been confirmed by the Hon'ble Adjudicating Authority vide its order dated 19.02.2020

4. SUBMISSION OF EOI:

- Expressions of Interest (EOI) are invited from prospective Resolution Applicants (PRAs) Lenders/ Investors/ Consortium of Investors or any other persons having adequate financial and technical capabilities as set out in “**Annexure-1**” to submit resolution plan for R S Stones Private Limited in the format as set out in “**Annexure-2**” hereto along with the supporting documents as set out in “**Annexure-3**” hereto and the details of Prospective Resolution Applicants (PRAs) as set out in “**Annexure-4**” hereto along with the Confidentiality & 29A Undertakings as set out in “**Annexure-5**” and Compliance of Section 36 (A) (7) (Affidavit) as set out in “**Annexure-6**” hereto. EOI in the prescribed format along with the annexures is required to be sent by emailing it at ip.rsstone@gmail.com and cc to dkagarwal.ip@gmail.com or through speed post / registered post / courier or hand delivering to **Mr. Deepak Kumar Agarwal, Resolution Professional of R S Stones Private Limited, at B-27, Sector-47, Gautam Buddha Nagar, Noida-201301.**

5. PROCESS POST RECEIPT OF EOI:

EOIs received will be reviewed by the RP. Qualified and shortlisted prospective Resolution Applicants (PRAs) will be informed about the same. The Detailed Expression of Interest containing the evaluation matrix and terms and conditions of submitting Resolution Plan including Request for Resolution Plan would be issued to the qualified and shortlisted RAs pursuant thereto. Access to Information Memorandum (IM) and other relevant information will be provided to qualified and shortlisted RAs.

The qualified and shortlisted RAs will be given time to carry out further due-diligence (DD) and submit their Resolution Plan, in accordance with the provisions of the IBC, on or before 14.06.2025 **and the last date of receipt of EOI is 15.04.2025__by 06:00P.M.** for any clarifications, please write to: ip.rsstone@gmail.com and CC to dkagarwal.ip@gmail.com

6. ADVERTISEMENT:

In Compliance of Regulation 36A (1,2,3), the advertisement for inviting EOI in prescribed Form G to submit Resolution Plan is published on 20.03.2025 “**Annexure-7**” hereto.

7. NOTES AND OTHER TERMS AND CONDITIONS:

- i. The Detailed Expression of Interest is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of **R S Stones Private Limited.**

- ii. CoC / RP reserve the right to withdraw this Detailed Expression of Interest and / or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favor of the RA and the decision of the CoC /IRP/ RP regarding the resolution plan process shall be final and binding on all parties concerned including RAs. The CoC / RP further reserves the right to (a) amend, extend, vary or modify the terms and conditions regarding submission of Resolution Plan, including but not limited to Evaluation Matrix, timelines regarding submission of Resolution Plans; and (b) disqualify and / or reject any RA at any stage of the bid process without assigning any reason and without any liability, including any tortuous liability.
- iii. Amendments or Clarifications concerning submission of EOI and /or Information regarding extension, if any, of time for submission of Resolution Plan shall be informed vide mail.
- iv. No agreements with IRP/ RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the IRP/ RP or R S Stones Private Limited or any member of the CoC or verbal communication by them shall affect or modify any terms of this EOI.
- v. No claims against or liability of the IRP/ RP or R S Stones Private Limited or any member of the CoC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise or be sustained out of this EOI.
- vi. By submitting a proposal, each RA shall be deemed to acknowledge that it has carefully read the entire EOI, its terms and conditions and eligibility criteria and has fully informed itself as to all the existing terms, conditions and limitations.

8. OTHER COMPLIANCES:

(i) Compliance of Regulation 36A (4)–

- a. Eligibility criteria is prescribed as per “**Annexure-1**”.
- b. The prospective resolution applicants should not be ineligible as per in eligibility terms as per Section 29A of IBC, 2016.
- c. Basic information of the Corporate Debtor is given in the earlier paragraph.
- d. The prospective resolution applicants are not required to pay any non-refundable deposits.

(ii) Compliance of Regulation 36A (5) - A prospective resolution applicant, who meet the requirements of the invitation for expression of interest, may submit expression of interest within the time specified in the invitation under clause(b) of sub-regulation (3).

- (iii) **Compliance of Regulation 36A (6)**-The expression of interest received after the time specified in the invitation under clause (b) of sub-regulation (3) shall not be considered.
- (iv) **Compliance of Regulation 36A (7)**- An expression of interest shall be unconditional and be accompanied by-
 - (a) an undertaking by the prospective resolution applicant that it meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25;
 - (b) relevant records in evidence of meeting the criteria under clause(a);
 - (c) an undertaking by the prospective resolution applicant that it does not suffer from any ineligibility under section 29A to the extent applicable;
 - (d) relevant information and records to enable an assessment of ineligibility under clause (c);
 - (e) an undertaking by the prospective resolution applicant that it shall intimate the resolution professional forth with if it becomes in eligible at any time during the corporate insolvency resolution process;
 - (f) an undertaking by the prospective resolution applicant that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
 - (g) An undertaking by the prospective resolution applicant to the effect that it shall maintain confidentiality of the information and shall not use such information to cause an undue gain or un due loss to itself or any other person and comply with the requirements under sub-section (2) of Section 29.

Complete process of EOI is mentioned below as:	
Annexure 1	Eligibility Criteria for Resolution Applicant as per Section 25 (2) (h)
Annexure 2	Request letter for Expression of Interest (EOI)
Annexure 3	Supporting Documents to be attached with EOI
Annexure 4	Details / Profile of Resolution Applicant
Annexure 5	Confidentiality Undertaking
Annexure 6	Undertaking under section 29A of IBC and Compliance of Section 36 (A) (7) (AFFIDAVIT)
Annexure 7	Expression of Interest in Form G

Deepak Kumar Agarwal

Resolution Professional

R S Stones Private Limited (Under CIRP)

IBBI Registration no: IBBI/IPA-002/IP-N00584/2017-2018/11778

Registered Office with Board (IBBI): B-27, Sector – 47,

Gautam Buddha Nagar, Noida -201301

Email: ip.rsstone@gmail.com, dkagarwal.ip@gmail.com

Mobile Number: - 98188122226

ANNEXURE '1'

R S Stones Private Limited under CIRP

A. Proposed Eligibility criteria for the submission of Expression of Interest by the prospective Resolution Applicant(s);

B. Net worth Criteria:

S. No	Entity	Net worth
A	Individuals	Minimum Tangible Net Worth for a prospective resolution applicant should be at least Rs. 5,00,00,000/- (Rupees Five Crore Only) as per the Income Tax return for the FY 2022-23 or 2023-24 and as certified by a practicing Chartered Accountant.
B	Private/Public limited company, LLP, body corporate incorporated in India	<p>Minimum Tangible Net Worth for a prospective resolution applicant should be at least Rs. 5,00,00,000/- (Rupees Five Crore Only) as per audited balance sheet for immediately preceding FY;</p> <p>(i) Tangible Net Worth shall be aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred revenue expenditures and miscellaneous expenditure not written-off. The reserves do not include capital reserves created out of revaluation of assets and write back of depreciation and amalgamation;</p> <p>ii. The entities shown as part of Group must have either the controlling interest over or controlled by or under common control with the Prospective Resolution Applicant ("PRA"). Control means at least 26% ownership. The entities must have been part of the Group for at least 3 years</p>

C	In case of Financial Investors (FI) / Mutual Funds / Private Equity / Venture Capital Funds / Domestic/ foreign Investment institutions, Non-Banking Finance Companies (NBFC), Asset Reconstruction Companies, Banks and similar entities:	<ul style="list-style-type: none"> • Minimum Asset under management of at least Rs. 10,00,00,000/- (Rupees Ten Crore Only) in immediately preceding FY • Minimum Committed funds available for investment in Indian companies' of Rs. 5,00,00,000/- (Rupees Five Crore Only). • FI here means the FI as defined under Section 45 I (c) of RBI Act and NBFC here means the NBFC as defined under Section 45 I (f) of RBI Act.
D.	In case of bidding as a consortium:	<p>i PRA may be a "Consortium". Consortium shall mean any person acting together with another person as a consortium/joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the EoI and Resolution Plan in respect of "RS Stones Private Limited " a Real Estate Project of the Corporate Debtor;</p> <p>ii. Lead member must hold at least 20% equity in the consortium;</p> <p>iii. All members of the Consortium shall have positive TNW at the end of FY 2022-23 or 2023-24. In case any member has negative net worth as at 31.03.2023 or 2023-24, the Consortium shall not be eligible;</p> <p>iv. In case of consortium of individuals, TNW shall be calculated based on weighted average of their respective net worth i.e. the aggregates of such portions of their TNW, as is proportionate to their shareholding in the consortium, will count towards the qualification criteria of TNW under this EoI. The Consortium per-se should satisfy condition of category A;</p> <p>v. In case the consortium is of body corporates, TNW of consortium shall be calculated based on their weighted average i.e. the aggregates of such portions of their TNW as is proportionate to their shareholding in the consortium, will count towards the qualification criteria of TNW and turnover under this EoI. The consortium per-se should satisfy condition of Category B;</p> <p>vi. In case the consortium is of FIs/Funds/PE Investors/NBFCs/Any other applicants, AUM / Loan Portfolio of consortium shall be calculated based on their weighted average i.e.</p>

		<p>the aggregate of such portions of their AUM/Loan Portfolio as it proportionate to their shareholding in the consortium will count towards the qualification criteria of AUM/Loan Portfolio. Similarly, the committed funds available for investment/deployment in Indian companies or Indian assets shall be based on their weighted average i.e. the aggregate of such portion of their committed funds available for investment /deployments in Indian companies or Indian assets as is proportionate to their shareholding in the consortium will count towards the qualification criteria of committed funds. The consortium per-se should satisfy condition of Category C;</p> <p>vii. If members are from Category A & B, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the consortium i.e. each consortium member will satisfy the criterion applicable to its category as multiplied by its share in the consortium;</p> <p>viii. If members are from Category B & C, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the consortium i.e. each consortium member will satisfy the criterion applicable to its category as multiplied by its share in the consortium;</p> <p>ix. If members are from Category A & C, the criterion applicable to the individual members will be the criterion as applicable to the category it belongs as recalculated based on its share in the consortium i.e. each consortium member will satisfy the criterion applicable to its category as multiplied by its share in the consortium;</p> <p>x. If members are from Category A, B & C, the criteria for TNW / AUM would again be based on share of a particular member in the consortium i.e. it will be in proportion to their shareholding in the consortium. The consortium members belonging to Category A, Category B and Category C should independently satisfy the criteria for Category A, Category B and Category C as recalculated bases on their share in the consortium;</p> <p>xi. No change in lead member or any member whose financials have been used to meet the</p>
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		criteria set out herein shall be permitted after the last date for submission of EoI.
E.	Registered Association/ society or consortium of registered associations/ societies of unit-holders/allottees of one or more of the Projects of the Corporate Debtor or Consortium formed by registered association(s)/society(s) with any other individual(s) or private/public limited company(s) or LLP(s) or body corporate(s) incorporated in India.	i. Registered Association/society or consortium of registered associations/societies of unit-holders/allottees of one or more of the Projects of the Corporate Debtor or Consortium formed by registered such association(s)/society(s) with any other individual(s) or private/ public limited company(s) or LLP(s) or body corporate(s) incorporated in India. The registered Association/society mean a registered Resident Welfare Association/ society having at-least 100 members (of sold units) or 50% of the total members (of sold units), whichever is lower, who are unit-holders/allottees in a particular project of the Corporate Debtor. In case of consortium of registered association/society with any other individual(s) or private/public limited company(s) or LLP(s) or body corporate incorporated(s) in India, the criteria as specified in Clause A, B, C & D shall not be applicable.

The PRA shall pay a refundable process participation deposit EMD 1 of INR 10 lakhs (Rupees ten lakhs only) along with the application for EOI by way of Demand Draft/ Bankers cheque in the name of R.S. Stones Private Limited payable at par, which will be refundable to those PRAs who is not selected in the final list prepared by RP after circulation of the final list of the PRA

Exception: where the prospective resolution applicant (PRA) is selected in the final list. Their amount shall not be refunded and same shall be adjusted in the amount which is to be paid as per the request for resolution plan.

It is hereby clarified that non-submission of the EMD along with the application of EOI, by the Resolution Applicant, shall render the said Resolution Applicant ineligible to participate further in the resolution process and the Resolution Plan submitted by the said Resolution Applicant shall be futile and liable for rejection, at the discretion of CoC.

Note 1: In case the promoters of the CD are eligible under Section 29 A of the IBC, 2016, and the CD is registered under MSME Act, then the eligibility criteria mentioned here in above shall be relaxed.

Note 2: For time lines regarding EOI, refer 'Form G' as published in Times of India (English edition) and Dainik Bhaskar (Hindi edition) in Alwar and Jaipur edition on 20.03.2025 and in Financial Express (English edition) and Jansatta (Hindi edition) in Delhi edition on 20.03.2025.

ANNEXURE '2'

R S STONES PRIVATE LIMITED UNDERCIRP

[On the Letter head of the Prospective Resolution Applicant Submitting the EOI]

EXPRESSION OF INTEREST

Date: []

To

Deepak Kumar Agarwal

Resolution Professional of R S Stones Private Limited

B-27, Sector-47, G.B. Nagar, Noida-201301

Subject: Expression of Interest ("EOI") for submitting Resolution Plan for R S Stones Private Limited ("Corporate Debtor") undergoing Corporate Insolvency Resolution Process ("CIRP") under Insolvency and Bankruptcy Code, 2016 (IBC).

Sir,

In response to the publishing of Form G at IBBI Website and public advertisement in _____, Delhi NCR & A l wa r edition on___for inviting EOI for submission of resolution plans ("Resolution Plan") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC"), we confirm that we have understood the eligibility criteria and meet the necessary threshold and criteria mentioned in "Annexure-1" to the EOI and accordingly, 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-3", Annexure-4", "Annexure-5", and "Annexure-6".

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

- (A) The EOI will be evaluated by the Resolution Professional (IRP)/ Resolution Professional (RP) of the Corporate Debtor based on the information provided in the Annexures and attached documents to determine whether we qualify to submit the proposal pursuant to EOI;

- (B) The IRP/RP 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 what so ever;
- (C) The IRP/ RP reserves the right to request for additional information or clarification from us for the purposes of the EOI and /or for any compliance under IBC and we shall comply with the same immediately without any delay. Failure to satisfy the queries of IRP/RP may lead to rejection of our submission pursuant to EOI;
- (D) Meeting the qualification criteria as set out in EOI / Annexure – I alone does not automatically entitle us to participate in the next stage of the bid process;
- (E) We are not an ineligible person in terms of provisions of Section 29A of the IBC, 2016 read with its amendment as on the date of signing of this EOI. We are a “fit and proper” person and not under any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and SEBI regulation and guidelines.

Yours Sincerely,

On behalf of [Insert the name of the entity submitting the EOI]

Signature:

Name of Signatory:

Designation:

Company Seal / Stamp

Notes: The person signing the EOI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter.

ANNEXURE '3'

R S STONES PRIVATE LIMITED

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI BY PRAs

S. No	Documents Required
1.	Copy of PAN of the PRA;
2.	Copy of KYC of the PRA & its authorized representative.
3.	Copy of address proof of the PRA.
4.	Profile of RA including subsidiary (wholly owned subsidiary and partly owned subsidiary, if any), promoter and promoters' group, Key Managerial Personnel and Rationale for bidding for the Corporate Debtor.
5.	Copies of Certificate of Incorporation / Registration and Constitutional Documents (MoA, AoA).
6.	Copy of last three (3) years Audited Financial Statements of the PRA.
7.	Certificate from a Chartered Accountant for the Tangible Net Worth of the prospective RA as on 31.03.2023 & 31.03.2024 based on the audited financial Statement of the entity.
8.	A notarized declaration from the prospective RA in order to demonstrate that the promoter/ promoter group or any other group company are part of the same group, in case the interested party issuing such entities for meeting the eligibility criteria. Please note that the prospective RA shall provide all relevant documents for its promoter/ promoter group or any other group company, if required to meet the eligibility criteria.
9.	Undertaking under Regulation 36A of the CIRP Regulations by the PRA declaring that it meets the Eligibility Criteria specified by the committee of creditors under Section 25(2) (h) of the IBC.
10.	An undertaking by the prospective resolution applicant that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code;
11.	An undertaking by the prospective resolution applicant to the effect that it shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29.
12.	Any other documents/ information which Potential Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.
13.	Annexures duly signed & notarized forming part of this EOI

Note: In case the PRA is a consortium then all the members of the consortium will have to individually provide all the above information and documents along with a resolution deciding their lead member and authorizing it to submit EoI on behalf of consortium.

ANNEXURE '4'

NAME OF PROSPECTIVE RESOLUTION APPLICANT

[On the letterhead of the PRA]

[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:
 - b. Address:
 - c. Telephone No:
 - d. Fax:
 - e. Email:
2. Date of Establishment:
3. Core Area of Expertise:
4. Contact Person:
 - a. Name:
 - b. Designation:
 - c. Telephone No:
 - d. Fax:
 - e. Email:
5. Prospective Resolution Applicant Profile:
 - a. Prospective Resolution Applicant Financial Profile (consolidated / stand alone as applicable):
 - b. Experience of the Company in the relevant sector and the rationale forbidding.
 - c. History, if any, of the prospective RA or affiliates of the prospective RA. Whether RA shave been declared a “willful defaulter”, “non-cooperative borrower”, or “non-performing asset” in the past?

“ANNEXURE 5”

CONFIDENTIALITY UNDERTAKING

Execution instructions:

{To be on non-judicial stamp paper of Rs. 100 and duly notarized the same}

The 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 undertaking 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), if the prospective resolution applicant is a company/LLP.

Each page of the undertaking 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 rubber stamp / common seal of the prospective resolution applicant, if the prospective resolution applicant is a company/LLP.

Where the resolution applicant is a consortium, this undertaking 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.]

To
Deepak Kumar Agarwal
Resolution Professional of R S Stones Private Limited
B-27, Sector-47, G.B. Nagar, Noida-201301

Subject: Undertaking Under Section 29 of the Insolvency and Bankruptcy Code, 2016 (IBC) and Regulation 36 (4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process For Corporate Persons) Regulations, 2016 (CIRP Regulations) to maintain Confidentiality

This confidentiality undertaking has been signed by _____, a Potential Resolution Applicant (as per Section 5 (25) of Insolvency & Bankruptcy Code, 2016 (“Code”), having its office at _____ acting through Mr./Ms. _____, the authorized signatory

/ authorized representative (“**Resolution Applicant**”, which expression shall, unless repugnant to the context, include its successors, legal representatives, permitted assigns and administrators in business) in favour of Mr. Deepak Kumar Agarwal, Resolution Professional for R S Stones Private Limited having registration no IBBI/IPA-002/IP-N00584/2017-2018/11778 on XX day of XXXX, 2024..

WHEREAS R S Stones Private Limited, a company registered under Companies, Act,1956 (there after referred as “Corporate Debtor”) is under corporate insolvency resolution process vide order passed by National Company Law Tribunal, , Principal Bench at New Delhi vide its order dated 02.09.2019 on an application moved by Sarika Somvansi and OR’s, Financial Creditors, under the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”) in the matter of Sarika Somvansi and Ors versus R S Stones Private Limited, Company Petition Number CP (IB) No. 1788/(PB)/2018; wherein Mr. Deepak Kumar Agarwal had been appointed as the Interim Resolution Professional and thereafter Resolution professional.

WHEREAS the Resolution Professional has prepared information memorandum as per Section 29 (1) of the Code and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 in respect of the Corporate Debtor (“**Information Memorandum**”).

WHEREAS the Resolution Professional is required to share the information memorandum and any other information with a potential resolution applicant after receiving an undertaking from the Resolution Applicant to the effect that the Resolution Applicant shall maintain confidentiality of the information contained in the Information Memorandum and shall not use such information to cause an undue gain or undue loss to themselves or any other person and comply with the requirements under Section 29 (2) of the Code.

Therefore, the Resolution Applicant here by declares and undertakes as follows:

1. The Resolution Applicant declares and undertakes that it will not divulge to anyone in any manner (whether through oral or written communication or through any other mode of communication), any information concerning the Corporate Debtor, including but not limited to the existence, business, operations, financial position, disputes by or against the corporate debtor, or the day to day activities of the Corporate Debtor, disclosed to it through oral or written communication or through any other mode, whether by the Resolution Professional (or any other person on behalf of the Resolution Professional), and/ or any part of the information contained in the Information Memorandum, and all such information shall be here in after referred to as “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also become Confidential Information.

2. The Resolution Applicant further unconditionally and irrevocably undertakes and declares that:
- a) The Confidential Information shall be kept confidential by the Resolution Applicant and shall be used solely for the purpose as allowed under the Code;
 - b) The Resolution Applicant shall not use the Confidential Information to cause any undue gain or undue loss to itself or any other person;
 - c) The Resolution Applicant shall comply with all provisions of law for the time being in force relating to confidentiality and insider trading;
 - d) the Resolution Applicant shall protect any intellectual property of the corporate debtor which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with its employees or third parties by the Resolution Applicant, in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this confidentiality undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the corporate insolvency resolution process of the corporate debtor, provided that the Resolution Applicant binds such employees and third parties, by way of an undertaking / agreements, to terms at least as restrictive as those stated in this confidentiality undertaking;
 - f) the Resolution Applicant shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft or leakage;
 - g) the Resolution Applicant shall immediately destroy and permanently erase all Confidential Information upon the approval of a resolution plan by the National Company Law Tribunal ("NCLT") under Section 31(1) of the Code or upon an order for liquidation of the corporate debtor being passed by the NCLT under Section 33 of the Code, unless otherwise waived by the (i) Corporate Debtor in writing in the event of approval of resolution plan by the NCLT; or (ii) liquidator in writing in the event of an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code;
 - h) the Resolution Applicant shall take all necessary steps to safeguard the privacy and confidentiality of the Confidential Information and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the corporate debtor, all information related to disputes by or against the corporate debtor as may be specified in the Information Memorandum; and i) the Resolution Applicant shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by the Resolution

Applicant or any person acting on its behalf.

3. Not with standing anything to the contrary contained herein, the following information shall however not be construed as Confidential Information
 - a) Information which, at the time of disclosure to the Resolution Applicant was already in the public domain without violation of any provisions of applicable laws;
 - b) Information which, after disclosure to the Resolution Applicant becomes publicly available and accessible without violation of applicable laws or a breach of this confidentiality undertaking;
 - c) information which was in the possession of the Resolution Applicant prior to its disclosure, as evidenced by the records of the Resolution Applicant;
 - d) information that is received by the Resolution Applicant from a third party which is not in breach of its confidentiality obligations here under and
 - e) information that is required to be disclosed by the Resolution Applicant (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority, provided however the Resolution Applicant should use its best endeavors to provide prior intimation of such requirement to disclose to the Resolution Professional and cooperate in all manner required with the Resolution Professional if the Resolution Professional wishes to obtain an injunction or similar order against such requirement of disclosure.
4. No representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided to the Resolution Applicant, including Confidential Information, and the Resolution Applicant would not have any claim against the Resolution Professional or any person acting on its behalf for the Corporate Debtor in relation to any information provided in the Information Memorandum.
5. Nothing contained herein shall be construed as granting or implying any transfer of rights (including license rights) to the Resolution Applicant pertaining to the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
6. Resolution Applicant agrees that it shall take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use, destruction of the Confidential Information. Without limiting the foregoing, the Resolution Applicant shall take at least those measures to protect the Confidential Information that it takes to protect its own most highly confidential information.
7. Nothing in this confidentiality undertaking shall have the effect of limiting or

restricting any liability arising as a result of fraud or willful default.

8. Resolution Applicant shall immediately notify the Resolution Professional of any known or suspected breaches of this undertaking and shall give the Resolution Professional full cooperation in any search or scrutiny or investigation or legal actions that the Resolution Professional may decide to undertake.
9. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the Resolution Professional shall be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this confidentiality undertaking. The rights and remedies here in provided shall be cumulative and not exclusive of any rights or remedies provided by law, and the Resolution Professional shall be entitled to seek all or any one or more of such remedies against the Resolution Applicant.
10. The Resolution Applicant here by represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.
11. The terms of this confidentiality undertaking may be modified or waived only by a separate instrument in writing signed by the Resolution Applicant with the prior written consent of the Resolution Professional that expressly modifies or waives any such term.
12. If any provision of this undertaking is determined to be invalid, void or unenforceable for any reason, then the remaining provisions here of shall remain unaffected and in full force and effect.
13. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with its shall be governed by and construed in accordance with Indian laws and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

Signed on behalf of _____

by Mr. _____

(Name and Designation Authorised Signatory)

“ANNEXURE 6”

UNDERTAKING UNDER SECTION 29A OF IBC

[To be on non-judicial stamp paper of Rs. 100 for Delhi. The stamp duty will depend on the State in India in which the execution of the confidentiality undertaking takes place. In case the confidentiality undertaking is executed outside India, such confidentiality undertaking is required to be apostilled / consularized (as may be applicable) and stamped at the place of receipt of the undertaking within India before submission to RP.]

The execution of the confidentiality undertaking 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), if the prospective resolution applicant is a company/LLP.

Each page of the confidentiality undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the authorized signatory must affix his/her full signature and additionally affix the rubber stamp/common seal of the prospective resolution applicant, if the prospective resolution applicant is a company/LLP.

Where the Resolution Applicant is a consortium, said undertaking shall be furnished by each member of the consortium.]

Date:

To

Deepak Kumar Agarwal

Resolution Professional of R S Stones Private Limited

B-27, Sector-47, G.B. Nagar, Noida-201301

Dear Sir,

Sub: Resolution Applicant’s undertaking under the Insolvency and Bankruptcy Code, 2016 (“the Code”) and the rules and regulations prescribed thereunder confirming no disqualification under Section 29A of the Code.

Pursuant to the advertisement dated.....inviting Expression of Interest (“EOI”) from Prospective Resolution Applicants in relation to the corporate insolvency resolution process of M/s R S Stones Private Limited (“Corporate Debtor”), I/ We, [Insert name], the Prospective Resolution

Applicant, hereby solemnly affirm and confirm that:

1. We, or any other person acting jointly or in concert with us, or connected with us, have not attracted any of the disabilities enumerated under Section 29A of The Insolvency and Bankruptcy Code, 2016 that has, or would have, the effect of rendering us to be ineligible to submit a Resolution Plan for R S Stones Private Limited.
2. We hereby, irrevocably and unconditionally undertake that, I/we shall, promptly notify the Resolution Professional, as and when any of the declarations set out in Clause A is violated / does not hold good, in respect of the Applicant / connected persons or if the Applicant / connected person becomes subject to any disability stipulated in terms of Section 29A of the IBC, during the CIRP of R S Stones Private Limited.
3. In respect of any dispute, action, suit or proceeding relating to this Declaration-cum Undertaking, we agree to submit to the exclusive jurisdiction of the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed on the date, month and year herein below written.

SIGNED AND DELIVERED BY:

Mr. _____

Mr. _____

Date:

Place:

—

AFFIDAVIT

I, _____, aged _____ years, currently residing at _____
_____ having PAN _____, on behalf of (name of the Applicant) under
authorization given to me vide [Resolution of the Board of Director/authority letter/power of attorney
of (name of the Applicant)] dated _____, do solemnly affirm and state as follows:

1. That, the contents of the declaration cum undertaking, as provided above are correct, true,
valid and genuine.
2. That, no information / details, has been concealed while signing the declaration cum
undertaking and there are no further facts to be disclosed to determine eligibility of [name of
the Applicant] in terms of Section 29A of the IBC.

Solemnly, affirmed at _____ on this _____ day of _____ 2023

Before me,

Notary

Deponent's signature

VERIFICATION

I, the Deponent hereinabove, on behalf of [name of the Applicant], do hereby verify and affirm that
the contents of paragraph 1 to 2 of this affidavit are true and correct to my knowledge and belief and
no material facts have been concealed there from. Verified at _____ on this _____ day of
_____ 2024 Deponent's signature

Note:

- a) In case of Consortium Applicant, the EOI shall be signed by each member.
- b) The person signing the EOI and other supporting documents should be an authorised signatory
supported by necessary board resolutions / authorization letter / power of attorney

ANNEXURE-6

UNDERTAKING FROM PROSPECTIVE RESOLUTION APPLICANT AS PER REGULATION 36A OF CIRP REGULATIONS

Execution instructions:

[To be on non-judicial stamp paper of Rs. 100. 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 undertaking 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), if the prospective resolution applicant is a company/LLP.

Each page of the undertaking 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 rubber stamp/common seal of the prospective resolution applicant, if the prospective resolution applicant is a company/LLP.

Where the resolution applicant is a consortium, this undertaking 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.]

Date:

To

Deepak Kumar Agarwal

Resolution Professional of R S Stones Private Limited

B-27, Sector-47, G.B. Nagar, Noida-201301

I, [name of the chairman / managing director / director / authorized person of resolution applicant, authorized by the Board of the resolution applicant for giving such undertaking], son of[, aged about [_] years, currently residing at [Address overinsured] 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”)and the Resolution Professional(“RP”) of R S Stones Private Limited (“Corporate Debtor”) as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking 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*]. A duly certified copy (either by company secretary or director) of such authorization document is attached and the same is true, valid and genuine to the best of my knowledge, information and belief.
2. That the Resolution Applicant meets the criteria specified by the Committee of Creditors under clause (h) of sub-section (2) of Section 25 of the Insolvency and Bankruptcy Code, 2016 (“Code”).
3. That the relevant records in evidence of meeting the criteria specified by the Committee of Creditors under clause (h) of sub-section (2) of Section 25 of the Code has been submitted along with the Expression of Interest for submission of Resolution Plan in the matter of Corporate Debtor.
4. That all the information and records provided in Expression of Interest is true and correct and the Resolution Applicant understands that discovery of any false information or record at any time will render the Resolution Applicant ineligible to submit the resolution plan, forfeit any refundable deposit and will become liable for penal action under the Code.
5. That the Resolution Applicant shall maintain confidentiality of the information and shall use the same only for the purpose of submitting the resolution plan for the Corporate Debtor and shall not use such information to cause any undue gain or undue loss to itself or any other person and comply with the requirements under sub- section (2) of Section 29 of the Code including that under sub-section (2)(c) of Section 29 of the Code.
6. That the contents of this undertaking are true and correct. No part of it is false and nothing material has been concealed therefrom.
7. That if, at any time after the submission of this undertaking and before the approval of the Resolution Applicant’s resolution plan by the Adjudicating Authority i.e. 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, the fact of such ineligibility shall be forthwith

brought to the attention of the RP and the CoC.

8. That this undertaking shall be governed in accordance with the laws of India and the National Company Law Tribunal, New Delhi shall have the exclusive jurisdiction over any dispute arising under this undertaking.

Signed for and on behalf of [insert name of entity]

—

Signature and official stamp

ANNEXURE 7
FORM G
INVITATION FOR EXPRESSION OF INTEREST FOR R S STONES PRIVATE
LIMITED OPERATING IN REAL ESTATE INDUSTRY

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

RELEVANT PARTICULARS		
1.	Name of the corporate debtor along with PAN/ CIN/ LLP No.	RS STONES PRIVATE LIMITED PAN AADCR8602B CIN U45209DL2002PTC116595
2.	Address of the registered office	619/19, Chattarpur Main Road, South West Delhi, New Delhi- 110074
3.	URL of website	http://rsstonecirp.in
4.	Details of place where majority of fixed assets are located	Village Bahala Tehsil Ramgarh, Kasroli Road, Dist. Alwar
5.	Installed capacity of main products/ services	387 flats at fort view residency project has been constructed . Land for commercial and Block A and B are vacant for the construction of flats as per approved Map and commercial project.
6.	Quantity and value of main products/ services sold in last financial year	Corporate Debtor is not carrying out any business activity
7.	Number of employees/ workmen	NIL
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors, relevant dates for subsequent events of the process are available at:	Physical Address:- B-27, Sector 47, Noida. Detailed invitation for submission of EOI inter-alia comprising eligibility Criteria and other requisite details can be obtained by visiting the office or sending e-mail at ip.rsstone@gmail.com
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at:	As mentioned point No. 8 above
10.	Last date for receipt of expression of interest	15.04.2025

11.	Date of issue of provisional list of prospective resolution applicants	25.04.2025
12.	Last date for submission of objections to provisional list	30.04.2025
13.	Date of issue of final list of prospective resolution applicants	10.05.2025
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	14.05.2025
15.	Last date for submission of resolution plans	14.06.2025
16..	Process email id to submit EOI	ip.rsstone@gmail.com and physical copy to be submitted at B-27, Sector 47 Noida

Deepak Kumar Agarwal

Resolution Professional

R S Stones Private Limited (Under CIRP)

IBBI Registration no: IBBI/IPA-002/IP-N00584/2017-2018/11778

Registered Office with Board (IBBI): B-27, Sector – 47,

Gautam Buddha Nagar, Noida -201301

Email: ip.rsstone@gmail.com ,

Mobile Number: - 98188122226

Date:20.03.2025

Place:Noida