

Base Corporation Limited

REQUEST FOR RESOLUTION PLANS (RFRP) FOR BASE CORPORATION LTD.(BCL)

Dated: December 21, 2019

**Issued by the Resolution Professional, Base Corporation Ltd.,
Corporate Debtor (Undergoing Corporate Insolvency Resolution Process)**

Version Number	Date of Issue	Remarks
1.0	January 24, 2020	Original

Base Corporation Limited

DISCLAIMER

This document viz RFRP is issued by the Resolution Professional (as defined below) in consultation with the CoC and pursuant to the approval of the CoC vide voting dated 21.12.2019 pursuant to meeting dated 16.12.2019 for general information purposes, without regard to specific objectives, suitability, financial situations and the requirements of any particular person. The purpose of this document is to assist the recipient in deciding whether they wish to proceed with a further investigation of the Corporate Debtor, and in putting forward a Resolution Plan (as defined below) for the Corporate Debtor in accordance with the IB Code (as defined below). This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. Neither this document, the fact of its distribution, nor Information Memorandum or anything contained herein, should form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever. This document does not solicit any action based on the material contained herein. Nothing in this RFRP (as defined below), materials relating to the RFRP, or the opinions, if any contained in this RFRP or the Information Memorandum (as defined below) is intended to be construed as legal, accounting or tax advice by the Resolution Professional.

This disclaimer applies to this RFRP, and any information disclosed by the Resolution Professional or the members of the Committee of Creditors (CoC) of BCL. It is clarified as a matter of abundant caution that only a Resolution Applicant(s) can submit a resolution plan pursuant to and subject to the terms and conditions of this RFRP.

The information in this document and disclosed pursuant to the terms hereof has been collated for the preliminary reference of the recipients in making their own evaluation of the Corporate Debtor and does not purport to be accurate, comprehensive or complete. All information provided herein and/or disclosed pursuant to the terms hereof has been provided by the Corporate Debtor and has not been independently verified. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor and the data set forth in this document and otherwise provided. While this information has been prepared in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by the Resolution Professional, his professional advisors, the Corporate Debtor or by any of its officers, employees or agents and/or the Committee of Creditors (as defined below) in relation to the accuracy, fairness, authenticity or completeness of this document or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed.

This document is not all inclusive and does not contain all of the information that the recipient may consider material for the purpose of the Proposed Transaction (as defined below).

The Corporate Debtor, the Resolution Professional, his professional advisors and/or the Committee of Creditors give no undertaking to provide the recipient with access to any additional information or to update this document with any additional information, or to correct any inaccuracies in it which may become apparent. The Committee of Creditors and/or the Resolution Professional (as per the instructions of the Committee of Creditors) reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any prospective Resolution Applicant (as defined below). The issue of this document shall not be deemed to be any form of commitment on the part of the Corporate Debtor and/or the Committee of Creditors to proceed with

Base Corporation Limited

any transaction.

The recipient acknowledges that it shall not use any information provided herein and/or disclosed pursuant to the terms hereof to cause an undue gain or undue loss to Corporate Debtor and/or any other person and shall comply with the requirements of section 29(2) of the IB Code and Regulation 36(4) of the CIRP Regulations (as defined below). The recipient shall comply with all applicable laws, in respect of all information provided herein and/or disclosed pursuant to the terms hereof. The recipient will protect all intellectual property rights of the Corporate Debtor in respect to this document (and/or any other information provided by the Corporate Debtor pursuant to this document). Distribution, carrying into, sending, dispatching or transmitting this document in certain foreign jurisdictions may be restricted by law, and Persons (as defined below) into whose possession this document comes should inform themselves about, and observe, any such restrictions as may be applicable in such jurisdictions. It is the responsibility of potential Resolution Applicants to satisfy themselves as to full compliance with all the applicable laws and regulations of any territory in connection with any Resolution Plan (as defined below) for the Corporate Debtor, including obtaining any required governmental or other consent and adhering to any other formality prescribed in such territory.

Neither the Corporate Debtor, the Committee of Creditors, the Resolution Professional, nor any of the professional advisors, Representatives (as defined below) of the aforementioned persons shall be liable for any damages, whether direct or indirect, incidental, special, or consequential including loss of revenue or loss of profits that may arise from or in connection with the use of this document, or due to participation by the recipient in the Resolution Plan Submission Process (as defined below), including for the Resolution Applicant whose Resolution Plan is not accepted by the Committee of Creditors and/or approved by the Adjudicating Authority (as defined below).

The Committee of Creditor and the Resolution Professional (on the instructions of the Committee of Creditors) shall have the right, in their sole discretion and at any time, to reject any and all proposals made by or on behalf of any recipient in relation to any transaction with and/or in relation to the Corporate Debtor or any part thereof, to accept any such proposal, to terminate further participation in the investigation and proposal process by, or any discussions or negotiations with, any recipient at any time, to change the procedure under which such transaction process is conducted, to modify the scope of the transaction or the assets included in the Corporate Debtor and to terminate the transaction process in its entirety, all without notice and any liability therefore.

*By accepting a copy of this document (whether by receipt of an electronic copy of the RFRP (as defined below) pursuant to the terms of this RFRP or otherwise) (“**Acceptance**”), the recipient accepts the terms of this document including the disclaimer notice, which forms an integral part of this document. The recipient should not use this RFRP, the Information Memorandum, any other document annexed herewith and/or otherwise provided for purpose other than for the preparation of the Resolution Plan. Further, no representation or warranty, expressed or implied, is made or given by or on behalf of any person as to the accuracy, authenticity, completeness, or fairness of the information or opinions contained in this RFRP and Acceptance of the RFRP by the Resolution Applicant shall be deemed to be an unconditional acknowledgement by the Resolution Applicant that the Corporate Debtor, the Committee of Creditors, the Resolution Professional do not accept any responsibility or liability for any information in the RFRP or the Information Memorandum.*

Upon request, the recipient will return and/or destroy promptly all materials received from the Corporate Debtor, including without limitation, this RFRP. In no circumstances may the Resolution Applicant(s) or their officers, employees, agents and professional advisers make contact with the management,

Base Corporation Limited

employees, customers, agents or suppliers of the Corporate Debtor until permission to do so is given in writing by the Resolution Professional.

Each Resolution Applicant(s) shall bear all its costs associated with or relating to the preparation and submission of any documents (including the Resolution Plan) pursuant to this RFRP, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Resolution Professional or the CoC and any other costs incurred in connection with or relating to its Resolution Plan.

The recipient who decides not to pursue this matter is required to return this document and any copies thereof (together with any other material relating to the Corporate Debtor which may have been provided by or on behalf the Corporate Debtor), as soon as practicable, to the Resolution Professional.

The benefit of all disclaimers, confirmations, acceptances and representations made or accepted by the recipient in this RFRP shall accrue to the benefit of the Corporate Debtor, its directors, officers, employees, advisors and other such persons assisting the Corporate Debtor in relation to its CIRP, the Committee of Creditors, their directors, officers, employees and advisors and the Resolution Professional, its directors, officers, employees and advisors.

The laws of the Republic of India are applicable to this RFRP. The courts in Bengaluru shall have exclusive jurisdiction over any dispute arising out of or relating to this RFRP.

TABLE OF CONTENTS

1. INTRODUCTION.....	6
-----------------------------	----------

Base Corporation Limited

2. RESOLUTION PLAN EVALUATION PROCESS	25
3. CONDITIONS SUBSEQUENT TO ACCEPTANCE OF LETTER OF INTENT	29
4. CONSEQUENCES OF NON-COMPLIANCE WITH CONDITIONS SUBSEQUENT.....	29
5. MISCELLANEOUS.....	29
APPENDIX	32
ANNEXURE I - RESOLUTION PLAN EVALUATION CRITERIA.....	34
ANNEXURE II - FORMS / DOCUMENTS / AUTHORIZATIONS	35
FORMAT I - COVERING LETTER FOR SUBMISSION OF RESOLUTION PROCESS	
FORMAT II - POWER OF ATTORNEY	
FORMAT III - COMPOSITION AND OWNERSHIP STRUCTURE OF THE RESOLUTION APPLICANT	
FORMAT IIIA - IB CODE RELATED UNDERTAKING BY RESOLUTION APPLICANT	
FORMAT IV - AUTHORIZATION	
FORMAT V - FINANCIAL PROPOSAL	
FORMAT VA - RESOLUTION PLAN	
FORMAT VI - UNDERTAKING BY RESOLUTION APPLICANT	
FORMAT VII - BOARD RESOLUTIONS	
FORMAT VIII - EARNEST MONEY DEPOSIT GUARANTEE	
FORMAT VIIIA - PERFORMANCE BANK GUARANTEE	
FORMAT IX - EARNEST MONEY DEPOSIT AMOUNT PAYMENT BY AN ASSOCIATE COMPANY	
FORMAT IXA - PBG AMOUNT PAYMENT BY AN ASSOCIATE COMPANY	
FORMAT X - CHECKLIST FOR SUBMISSION OF RESOLUTION PLAN	
FORMAT XI - TRACK RECORD IN M&A	
FORMAT XII - FORMAT FOR SEEKING CLARIFICATION	

Base Corporation Limited

1. INTRODUCTION

- 1.1 Base Corporation Ltd. (“BCL”/“Corporate Debtor” / “Company”) having CIN U30007KA1987PLC023168 was incorporated on 12th August 1987. It is engaged in manufacturing and trade various kinds of Lead Acid Storage batteries and has manufacturing facilities at Solan, Himachal Pradesh and Hosur, Tamilnadu and operating from Flat No. S2, 2nd Floor, No.13 Lohan's Regent, Sundermurthy Road, Cox Town Bangalore-560005.
- 1.2 Company has its first plant at Base Estate, Village Nagali, Oachghat, Solan, Himachal Pradesh-173223. The plant has monthly manufacturing capacity of 90 million Ah and second green field manufacturing plant at Village – Anegollu, Denkanikottai, Distt. Krishnagiri, Tamil Nadu-635113 with monthly manufacturing capacity of over 210 million Ah which is yet to be completely installed. While the Solan plant is operational, the Hosur plant is not operational since long.
- 1.3 The suspended Directors are Mr. Girish Kumar Arora, Mr. Ranjit Dogra and Mrs. Radha Arora Devi.
- 1.4 Since the Corporate Debtor was unable to repay its debts, Phoenix ARC Pvt. Ltd. filed an application before the Adjudicating Authority (Hon’ble National Company Law Tribunal, Bengaluru Bench) to initiate Corporate Insolvency Resolution Process (“**CIRP**”) for the Company under the IB Code. The Insolvency Commencement Date is 2nd August 2019 and Mr. Aashish Gupta was appointed as the Interim Resolution Professional (“**IRP**”). Subsequently, in their First Meeting held on 03rd October 2019, Committee of Creditors (“**CoC**”) appointed Mr. Aashish Gupta as the Resolution Professional (“**RP**”).
- 1.5 Pursuant to the decision of the CoC in its meeting dated 26th November 2019, the RP as on the date of publication was authorized to publish an advertisement seeking for Expression of Interest from prospective resolution applicants, investors and any other persons to put forward their Resolution Plans. Accordingly, the RP published an advertisement for Expressions of Interest (EOI) on 27th November 2019 in Financial Express (English-All editions), Himachal Times (Hindi), MakkalKural (Tamil) and Hosadigantha (Kannada). Pursuant to the said advertisement, the Resolution Professional invited Expressions of Interest from prospective Resolution Applicants. Pursuant to evaluation of the Expressions of Interest received by the RP, the RP has identified the Resolution Applicants for participating in this Resolution Plan Submission Process.
- 1.6 In accordance with the relevant provisions of the IB Code, the Resolution Professional has been instructed by the CoC to – (i) invite prospective lenders, investors, and any other persons to put forward Resolution Plans; (ii) invite potential Resolution Applicant(s) (*as defined below*) who would submit Resolution Plans; and (iii) present the Resolution Plans to the CoC and support the CoC in selection of a Resolution Plan amongst the Resolution Plans submitted to the CoC. Accordingly, upon instructions of the CoC, this RFRP is being released to the potential Resolution Applicants in order to submit Resolution Plans for the Company.

Base Corporation Limited

- 1.7 In accordance with Section 25(2) (h) of the IB Code read with relevant Regulations, the Resolution Professional is inviting Resolution Applicant(s) to submit Resolution Plan(s).
- 1.8 The intent of this RFRP is to invite Resolution Plan(s) from Resolution Applicant(s), who may be willing to submit a Resolution Plan(s) for the Corporate Debtor in accordance with the terms of this RFRP, the IB Code and other Applicable Law.

The Successful Resolution Applicant shall be finalized by the CoC, based on the Resolution Plans submitted by the Resolution Applicants in accordance with the terms of this RFRP and Applicable Law. Further, the CoC shall have the right to negotiate better terms with the Resolution Applicant(s).

- 1.9 Upon selection of the Successful Resolution Applicant in accordance with the terms of this RFRP, the Plan submitted by the Successful Resolution Applicant will have to be further approved by the Adjudicating Authority and will be binding on all the stakeholders in relation to the Corporate Debtor only after the approval of the Adjudicating Authority. The Successful Resolution Applicant shall enter into Definitive Agreements as may be directed by the CoC, as required to implement the Approved Resolution Plan.

1.10 **Definitions**

The capitalized terms used in this RFRP, shall have the meaning given hereunder or in IB Code or in CIRP Regulations:

“**Adjudicating Authority**” shall mean the Hon’ble National Company Law Tribunal, Bengaluru Bench.

“**Advertisement**” shall mean the advertisement published by the Resolution Professional in Financial Express (English-all editions), Himachal Times (Hindi), Makkal Kural (Tamil) and Hosadigantha (Kannada) on 27th November 2019, inviting Expressions of Interest for submission of a Resolution Plan for the Company.

“**Affiliate**” shall mean a company that, directly or indirectly:

- (a) controls; or
- (b) is controlled by; or
- (c) is under the common control;

with the Company or the Resolution Applicant.

“**Applicable Law**” shall mean all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IB Code, CIRP Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Foreign Exchange Management Act, 1999 , each as amended from time to time.

Base Corporation Limited

“**Approved Resolution Plan**” shall mean the Resolution Plan submitted by the Successful Resolution Applicant, as recommended by the CoC and approved by the Adjudicating Authority.

“**Associate Company**”, in relation to another company, means a company in which the Resolution Applicant has a significant influence in terms of the Companies Act of 2013, and includes an Affiliate of the Resolution Applicant having such influence and includes a joint venture company.

“**Earnest Money Deposit Validity**” shall have the meaning ascribed to the term in clause 1.9.1 of this RFRP.

“**CIRP Regulations**” shall mean Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 as amended from time to time.

“**CIRP Period**” shall mean the period of one hundred and eighty days from the date of admission of the application of corporate insolvency resolution process by the Adjudicating Authority i.e., 2nd August 2019 to 29th January 2020 or any future date as per order by the Adjudicating Authority.

“**Company**” / “**Corporate Debtor**” shall mean Base Corporation Ltd., a company incorporated in India under the Companies Act of 1956, having its registered office at Flat No. S2, 2nd Floor, No.13 Lohan's Regent, Sundermurthy Road, Cox Town Bangalore-560005.

“**Confidential Information**” shall have the meaning ascribed thereto under the Non-Disclosure Agreement.

“**Conflict of Interest**” shall mean an event or circumstance, determined at the discretion of the CoC (including as advised by the Resolution Professional), where a Resolution Applicant is found to be in a position to have access to information about, or influence the Resolution Plan of another Resolution Applicant pursuant to a relationship (excluding any commercial relationship which may be existing between the Resolution Applicant and the Company pursuant to the Ordinary Course of Business of the Resolution Applicant or the Company) with the Company, Group Companies of the Company, or Affiliates of the Company or Group Companies of the Company, directly or indirectly, or by any other means including colluding with other Resolution Applicant(s), the Company, Group Companies of the Company, or Affiliates of the Company or Group Companies of the Company.

“**Connected Person**” shall have the meaning ascribed to the term under Section 29A of the IB Code.

“**Consideration**” shall mean any consideration that may be payable by the Successful Resolution Applicant in relation to the Proposed Transaction in accordance with the Definitive Agreements.

“**Committee of Creditors**” / “**CoC**” shall mean a committee of creditors of the Corporate Debtor constituted by the Resolution Professional in accordance with the provisions of the IB Code. The list of creditors may be updated at any point of time, which may or may not change the composition of the CoC. The updated list, as and when it happens shall be shared with the Resolution Applicant(s), forthwith.

“**Confidentiality Undertaking**” shall mean the confidentiality undertaking provided by the

Base Corporation Limited

Resolution Applicant to the Resolution Professional under Section 29(2)(a) of IB Code.

“Control” shall mean a company holding more than 50% (fifty percent) of the voting share capital of another company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise.

“Debt” shall mean as to any Person, any indebtedness for or in respect of (without limitation) any moneys borrowed, any amounts admitted (in writing including in the books) to be owed and due, any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent, any amount raised pursuant to issue of bonds, notes, debentures, loan stock or any similar instrument, any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, any obligation, whether conditional or otherwise, in respect of any instruments or securities (whether debt or equity or otherwise), which incorporates an assured return, and the amount of any crystallized liability in respect of any guarantee, letter of comfort, underwriting, hedging, indemnity or any similar assurance or undertaking.

“Debt / Equity” shall mean the ratio of the aggregate Debt incurred by the relevant Person to the aggregate Equity of such Person.

“Equity” shall mean as to any Person, equity share capital (including any securities with conversion options, warrants, or any other instrument carrying an option of conversion into or exchange with, the equity share capital) statutory reserve, general reserve, share premium, balance in profit and loss account and other eligible reserves and instruments explicitly permitted by Applicable Law to be included in determination of the total capital of the relevant Person.

“Expression of Interest” / “EOI” shall mean each expression of interest, as submitted by the Resolution Applicant(s), within the Cut-off Date, pursuant to the Advertisement (including any other means pursuant to which an Expression of Interest is received in a form and manner acceptable to the CoC and the Resolution Professional (acting on the instructions of the CoC)).

“Financial Proposal” shall mean the detailed proposal to be submitted by the Resolution Applicant in accordance with Format V (*Financial Proposal*) of this RFRP and which forms Part of the Resolution Plan.

“Group Company(s)” of any company shall mean and include (i) a company which, directly or indirectly, holds 26% (twenty six per cent) or more of the share capital of the said company or (ii) a company in which the said company, directly or indirectly, holds 26% (twenty six per cent) or more of the share capital or (iii) a company in which the said company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the said company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a company which is under common control with the said company, and control shall mean the ownership of at least 26% (twenty six per cent) of the share capital of a company or power to direct or cause to be directed the management and

Base Corporation Limited

policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

“**IFSC**” shall mean Indian Financial System Code.

“**IBBI**” shall mean the Insolvency and Bankruptcy Board of India.

“**IB Code**” shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time.

“**INR**” shall mean the Indian Rupee.

“**Information Memorandum**” shall have the meaning assigned to the term under the provisions of the IB Code.

“**Insolvency Resolution Process Cost**” shall have the meaning assigned to the term under the provisions of the IB Code read together with the CIRP Regulations.

“**Letter of Intent**” shall mean the letter issued by the RP, to the Successful Resolution Applicant based on the decision of the CoC of the terms and conditions of the Resolution Plan of Successful Resolution Applicant.

“**Ordinary Course of Business**” shall mean an action which is taken in the ordinary course of the company’s day-to-day operations in accordance with sound and prudent business practices, consistent with the past practices, that does not, individually or in the aggregate, result in a change in the turnover of the company by more than 15% (fifteen percent) compared to the average turnover for the past 3 (three) financial years as set out in the audited financial statements of the company, for the past 3 (three) financial years.

“**Operational Creditor**” shall have the meaning assigned to the term under the provisions of the IB Code.

“**Outstanding Debt**” shall mean all the amounts, as adjusted from time to time, outstanding to the members of the CoC who will give their consent for approval of the Resolution Plan of the Successful Resolution Applicant.

“**Parent Company**” shall mean a company which Controls the Resolution Applicant, either directly or indirectly.

“**Person**” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not.

“**Proposed Transaction**” shall mean acquisition of management control or any other transaction as envisaged in the Resolution Plan.

“**RBI**” shall mean the Reserve Bank of India.

“**Related Party**” with reference to a company shall have the meaning ascribed to it under the Companies Act, 2013.

“**Representatives**” shall include directors, officers, employees, affiliates, agents, consultants or such other representatives of the relevant Person expressly authorised by

Base Corporation Limited

such Person pursuant to corporate authorisations, powers of attorney, or contract.

“**Request for Resolution Plan**”/ “**RFRP**” shall mean this document including all the appendices hereto, issued by the RP on behalf of the CoC, for the purposes of advising/assisting the CoC in selecting the Successful Resolution Applicant and shall include all supplements, modifications, amendments, alterations or clarifications thereto.

“**Resolution Applicant(s)**” shall mean each such entity as has been shortlisted based on the Expression of Interest submitted in response to the Advertisement (including by any other means pursuant to which an expression of interest is received in a form and manner acceptable to the CoC and the Resolution Professional (acting on the instructions of the CoC)) and shall include, where relevant, the Representatives of the Resolution Applicant.

“**Resolution Plan**” / “**Plan**” shall refer to the plan to be submitted by the Resolution Applicant in the manner set out under Format VA (*Resolution Plan*) to this RFRP and in accordance with the provisions of the IB Code and the CIRP Regulations.

“**Resolution Plan Submission Date**” shall have the meaning ascribed to the term in clause 1.3.6 of this RFRP.

“**Resolution Plan Submission Process**” shall refer to the process set out in clause 1.3 of this RFRP.

“**Resolution Plan Validity Period**” shall have the meaning ascribed to the term in clause 1.8.3 of this RFRP.

“**Resolution Professional**” / “**RP**” shall mean Mr. Aashish Gupta, Registration Number (IBBI/IPA-001/IP- P00687/2017-18/11164), who has been appointed as resolution professional by the Committee of Creditors (CoC) for conducting the CIRP of the Company.

“**Site**” shall mean all the immovable and moveable properties for the purposes of conducting business in India.

“**Site Visit**” shall mean a visit to the Site.

“**Successful Resolution Applicant**” shall mean the Resolution Applicant, whose Resolution Plan is accepted by the CoC and to whom the Letter of Intent is issued by the RP, in accordance with the terms of this RFRP, for the purposes of the Proposed Transaction.

“**Successful Resolution Applicant Contribution**” shall mean the amount to be invested by the Resolution Applicant in relation to resolution of Outstanding Debt, in the nature of equity, quasi-equity, or unsecured subordinated debt or any other instrument or manner

“**Transfer Date**” shall mean the date on which Proposed Transaction is completed, in accordance with the terms of the RFRP and the Definitive Agreements and in accordance with the Applicable Law.

“**Ultimate Parent**” shall mean a Person which Controls, either directly or indirectly the Parent Company, Group Company, or Affiliates of the Resolution Applicant.

“**Upfront Cash**” shall mean the cash payable (in INR) by the Successful Resolution

Base Corporation Limited

Applicant to the CoC on the Transfer Date or within 30 days of NCLT approval, whichever is earlier, as per the Resolution Plan

1.3 Resolution Plan Submission Process

The Resolution Plan Submission Process shall be as follows (“**Resolution Plan Submission Process**”):

1.3.1 Post receipt of this RFRP, the Resolution Applicant(s) shall be provided information through mail on request generated by Resolution Applicant on cirp.base@gmail.com.

1.3.2 Site Visit

- (a) The Corporate Debtor (represented by the Resolution Professional) shall endeavour to arrange for and facilitate a Site Visit, on a best effort basis and will intimate the Resolution Applicant(s) regarding the date and venue of the Site Visit, as may be applicable.
- (b) The Resolution Applicant(s), who are / is desirous of undertaking a Site Visit, may depute a team comprising of a maximum of 6 (Six) personnel of the Resolution Applicant(s), for such a Site Visit.
- (c) The purpose of the Site Visit shall be to facilitate the Resolution Applicant to ascertain the current status of the project of the Corporate Debtor including the inventory conditions, site conditions, location, surroundings, availability of power, water and other utilities for operation, access to site, handling and storage of materials. Provided that such Site Visit shall not be utilized for discussions regarding the terms of the Resolution Plan.
- (d) The RP shall co-ordinate between the Corporate Debtor and the Resolution Applicant(s) to facilitate such Site Visit on a best effort basis.
- (e) The Resolution Applicant(s) is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to such Site Visit shall be borne by the Resolution Applicant(s). The Resolution Applicant(s) may intimate its preferred date for the purpose of the Site Visit to RP via email to cirp.base@gmail.com in advance. The RP will use its reasonable endeavours to schedule the Site Visit on date(s) requested by the RA, depending on the availability of Corporate Debtor officials, Resolution Professional/representative(s).
- (f) It is hereby clarified that any unauthorized contact with the employees, officers or management of the Corporate Debtor may result in disqualification of the Resolution Applicant(s).
- (g) Non-attendance at the Site Visit will not be a cause for disqualification of a Resolution Applicant(s). The Resolution Applicant(s) may carry out its own comprehensive due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the Corporate Debtor, assets, relevant documents, information, etc. whether or not the Resolution Applicant(s) actually inspects or participates in the Site Visit or verifies the documentation

Base Corporation Limited

provided by the Corporate Debtor.

1.3.4 The Resolution Applicant shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Resolution Plan for submission and / or for carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the Resolution Plan.

1.3.5 Please note that the Resolution Applicant shall necessarily be required to submit an unconditional Letter of Commitment from a bank/funding institution or any other proof of funds evidencing ready availability of funds to fulfil the upfront cash payment proposed in the Resolution Plan.

1.3.6 Resolution Plan Submission Date

A Resolution Applicant shall submit the Resolution Plan *in accordance with this RFRP and in compliance with the IB Code*, on or prior to 1700 hours IST on 29th January 2019 (“**Resolution Plan Submission Date**”), at the address provided in clause 1.8.5 in the manner and form set out in this RFRP. The Resolution Professional with the approval of CoC may extend the Resolution Plan Submission Date, subject to providing due notice of such extension to the Resolution Applicant, by email.

1.3.7 Schedule of Resolution Plan Submission Process

S. No.	Event Description	Date
1.	Release of RFRP	24 th January 2020
2.	Access to the Data and Information Memorandum	Will be provided electronically, immediately following submission of Confidentiality Undertaking by the Resolution Applicant(s)
3.	Last date for submission of queries in relation to the RFRP	26 th January 2020
4.	Resolution Plan Submission Date	29 th January 2020
5.	Declaration of the Successful Resolution Applicant and issuance of Letter of Intent (“LoI”) by the RP	To be announced
6.	Receipt of Performance Security (“PS”) and acceptance of LoI from Successful Resolution Applicant	Within 2 working days of issuance of LoI
7.	Submission of final application to Hon’ble NCLT for Approval	To be announced
8.	Approval of Hon’ble NCLT regarding the Resolution Plan of Successful Resolution Applicant	As per NCLT

Base Corporation Limited

The Resolution Professional on the instructions of the CoC may extend / advance any of the timelines as specified in this clause, subject to providing due notice of such extension/advancement to the Resolution Applicant(s), by email.

1.4 Amendment to the RFRP

At any time prior to the Resolution Plan Submission Date, the Resolution Professional (acting on the instructions of CoC) may, for any reason whatsoever and without assigning any reason, amend, modify or supplement this RFRP by an amendment, within the framework of the IB Code, wherever applicable. The amendment shall be notified by email to the Resolution Applicant(s). The Acceptance of the RFRP shall be deemed to be an acknowledgement by the Resolution Applicant(s) that any such amendment pursuant to this clause 1.4 shall be binding on the Resolution Applicant(s).

1.5 Right to verify the Resolution Plan

Notwithstanding anything stated in this RFRP to the contrary, the Resolution Professional (acting on the instructions of the CoC) reserves the right to verify the authenticity of the documents submitted by the Resolution Applicant(s), and may request for any additional information or documents, as may be required, for purposes of verifying/validating the Resolution Plan submitted by such Resolution Applicant(s). The Resolution Professional/CoC reserve the right, at their sole discretion, to contact the Resolution Applicant's bank, lenders, financing institutions and any other person as may be necessary or expedient to verify the Resolution Applicant's information / documents.

1.6 Right to accept or reject any or all Plans

1.6.1 Notwithstanding anything contained in this RFRP, the CoC reserves the right to accept or reject any Resolution Plan(s), if the Resolution Plan(s) are not in compliance with this RFRP and / or the provisions of the IB Code or CIRP Regulations or not on the expected lines of the CoC and also to annul the Resolution Plan Submission Process and reject all Resolution Plans, at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. The Resolution Applicant(s) hereby waives any objection and relinquishes any right, to contest the manner and / or process followed for the opening of the Resolution Plans if it fails to attend the meeting in relation to the opening of the Resolution Plan after receiving the Intimation of Opening of Plans.

1.6.2 The Resolution Applicant(s) should note that:

- (a) Where Resolution Applicant(s) is found to have submitted an incomplete Resolution Plan, that is, one which does not meet the requirements mentioned in this RFRP, provisions of the IB Code or the CIRP Regulations, conceals any material information, makes an incorrect statement, misrepresents facts or makes a misleading statement in the Resolution Plan, in any manner whatsoever in order to create circumstances for the acceptance of the Resolution Plan, the CoC and / or the Resolution Professional (acting on the instructions of the CoC) reserves the right to reject such Resolution Plan in cases of misrepresentation and in case of bona-fide errors, provide a period of 7 (seven) days or such other extended period as CoC

Base Corporation Limited

may deem fit to the Resolution Applicant(s) to remedy any of the aforesaid deficiencies in the Resolution Plan submitted, supporting documents and submissions made as a part of the Resolution Plan Submission Process. In cases of misrepresentation, the Resolution Applicant(s) will not be entitled to any refund of any amount paid by it.

- (b) If the Resolution Applicant is rejected for any reason whatsoever, the CoC (as assisted by the Resolution Professional) may:
 - (i) consider offers from other Resolution Applicant(s), whose Resolution Plan is responsive and valid, including any deviations / amendments to the Resolution Plan, as may be acceptable to Resolution Professional and such Resolution Applicant(s); or
 - (ii) annul the Resolution Plan Submission Process; or
 - (iii) take any such measure as may be deemed fit at the discretion of the CoC (as assisted by the Resolution Professional) including discussion, with other Resolution Applicant(s).
- (c) Notwithstanding the process provided under this RFRP, the Resolution Professional and the Committee of Creditors reserve absolute right to negotiate and sell any unencumbered asset of the Company to any interested person in accordance with the provisions of the IBC and the CIRP Regulations.

1.7 Clarifications

- 1.7.1 While the data / information provided in this RFRP, has been prepared and provided in good faith, the Corporate Debtor, the CoC, the Resolution Professional do not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information in this RFRP or the Information Memorandum or any other data, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this RFRP, even if any loss or damage is caused by any act or omission on their part.
- 1.7.2 A Resolution Applicant requiring any clarification on this RFRP and Resolution Plan Submission Process, may notify the Resolution Professional by sending an e-mail to cirp.base@gmail.com on or before 26th January 2019 and in accordance with **Format XIII** (*Format for Seeking Clarification*). RP (acting on the instructions of the CoC) will share all the queries and its responses thereto, to all the Resolution Applicants without identifying the source of the queries and coordinate the e-mailing of all the queries to all the Resolution applicants.
- 1.7.3 The Resolution Professional (acting on instructions of the CoC) reserve the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this RFRP shall be granted on the basis of not having received response to clarifications sought from Resolution Professional. Nothing in this clause shall be considered or read as compelling or requiring Resolution Professional to respond to any query or to provide any clarification to the queries raised by a Resolution Applicant.
- 1.7.4 The RP may also (acting on the advice of the CoC), if deemed necessary, issue interpretations and clarifications to the Resolution Applicant(s). All clarifications and

Base Corporation Limited

interpretations issued by the RP shall be deemed to be part of this RFRP. Verbal clarifications and information given by RP or his representatives shall not in any way or manner be binding on RP. However, it is expected that the Resolution Applicant(s) shall have undertaken an independent due diligence on the Corporate Debtor for participation in the Resolution Plan Submission Process and shall not rely at all on information provided by the Corporate Debtor, the Resolution Professional.

1.7.5 All clarifications sought should be emailed to cirp.base@gmail.com.

1.8 Preparation and Submission of the Resolution Plan

1.8.1 The Resolution Plan and all related correspondence and supporting documents in relation to the Resolution Plan Submission Process shall be in the English language.

1.8.2 A Resolution Applicant is required to submit information in accordance with this RFRP and in compliance with the requirements set out under the IB Code and CIRP Regulations and shall sign and date each of the documents in the space provided therein and sign each page of all the documents. (The Resolution Applicant shall submit all undertakings, authorisations, forms, documents and information required to be submitted as per Applicable Law and this RFRP, including **Formats I to XII**). The documents related to the Resolution Plan shall be signed by a Representative of the Resolution Applicant in the manner set out in the relevant format of such document set out in this RFRP. All requisite forms, documents, authorizations (**Formats I to XII**) should be duly signed by the Representative of the Resolution Applicant and appropriately stamped. (The affidavit in support of the IB Code related undertaking to be submitted by each Resolution Applicant (in the form specified in Format IIIA) should be duly authenticated and notarized by a notary public). A Resolution Applicant should provide information sought herein in order to satisfactorily establish the Resolution Applicant's competence and ability to manage and operate the Corporate Debtor to the satisfaction of CoC. Strict adherence to forms, documents, or authorizations wherever specified in the RFRP, is required. Wherever information has been sought in specified forms / documents / authorizations, the Resolution Applicant shall refrain from referring to any brochures / pamphlets. Non-adherence to forms, documents or authorizations and / or submission of incomplete information may be grounds for declaring that particular Resolution Plan non-responsive. Each form, document or authorization has to be duly signed and appropriately stamped / company seal affixed by the Resolution Applicant.

1.8.3 A Resolution Plan once made / submitted must be valid for a period of not less than 6 (six) months from the Resolution Plan Submission Date including any revisions to such Resolution Plan Submission Date ("**Resolution Plan Validity Period**"). In case of extension of Resolution Plan Submission Date by the Resolution Professional, the validity period of the Resolution Plan shall also be deemed to be valid for a period of 6 (six) months from such revised Resolution Plan Submission Date.

1.8.4 A Resolution Plan submitted by a Resolution Applicant shall be irrevocable.

1.8.5 The Resolution Plan should be submitted in a single sealed envelope containing all requisite forms, documents, authorizations and transcript in the following way:

Base Corporation Limited

(Resolution Plan) “Confidential”

Superscript : “Resolution Plan for resolution of Base Corporation Limited.”

Name of the Resolution Applicant : [●]

Envelope Number : [●]

ATTN. OF : Aashish Gupta

DESIGNATION : Resolution Professional

ADDRESS : TRC Corporate Consulting Pvt. Ltd., 359, Udyog Vihar, PhaseII, Sector 20, Gurgaon, Haryana-122016

All envelopes used by the Resolution Applicant, for the purpose of any submission and communication should be adequately sealed, to prevent any interference / tampering, while in transit. If the envelopes are not sealed and marked as instructed above, the Resolution Professional and CoC shall assume no responsibility for the misplacement or premature disclosure of the contents of the Resolution Plan and consequent losses, if any, suffered by the Resolution Applicant.

- 1.8.6 The Resolution Plan shall also be submitted by enclosing a password-protected pen drive (which shall include the Resolution Plan along with necessary documents as described herein) within the sealed envelope mentioned above in clause 1.8.5 and it is the responsibility of the Resolution Applicant alone to ensure that the Resolution Plan along with the necessary documents is delivered at the address given under clause 1.8.5 within the stipulated time and date. The Resolution Applicant needs to ensure that the password for the pen drive is emailed separately to the following email address cirp.base@gmail.com. The CoC, the Resolution Professional, or any of their Representatives are not responsible for non-receipt of correspondences in relation to the Resolution Plan.

1.9 Earnest Money Deposit

1.9.1 Submission of Earnest Money Deposit

All Resolution Applicants shall provide INR 1,00,00,000 (Indian Rupees One Crore only) as an Earnest Money Deposit, in favour of IDBI Bank Ltd, Gurugram Branch in one of the following forms:

- i. a Bank Guarantee issued by any scheduled commercial bank in India (“**Bank**”) which shall be in accordance with Format VIII (Earnest Money Deposit) of this RFRP; or
- ii. a direct deposit by way of the real time gross settlement system into a bank account held by, the bank details of which are as follows:

Bank Name: IDBI Bank Ltd.

Branch Address: SCO 27/28, Sector 10A, Gurgaon-122001

Base Corporation Limited

Account Name: Base Corporation Ltd.
A/c No. 1284102000005043
IFSC Code IBKL0001284

- iii. a Demand Draft issued by any scheduled commercial bank in India (“**Earnest Money Deposit**”) payable at Gurugram in favour of Base Corporation Ltd.

The Earnest Money Deposit shall be valid from the date of submission of the Resolution Plan by the Resolution Applicant till the Resolution Plan Validity Period and shall be subject to re-issuance or extension by the Resolution Applicant as may be required by the RP (acting on the instructions of the CoC) (“**Earnest Money Deposit Validity**”). It is hereby clarified that non-submission of the Earnest Money Deposit by the Resolution Applicant, along with the submission of the Resolution Plan, shall lead to rendering of that particular Resolution Plan as non-responsive by the Resolution Professional, and accordingly the CoC shall have the right to reject such Resolution Plan.

Provided further that payment of the amount of the Earnest Money Deposit by an Associate Company shall be accompanied by a letter in the format as set out in **Format IX** (*Earnest Money Deposit payment by an Associate Company*) of this RFRP, which shall be acknowledged by the Resolution Applicant in the format as set out therein. The KYC Documents of the Associated Company should also be attached with the Resolution Plan.

Provided further that where the payment of the amount of the Earnest Money Deposit by an Associate Company is made on behalf of the Resolution Applicant, and is due to be refunded in terms of this RFRP, such refund shall be made to the Associate Company.

1.9.2 Invocation / Return of Earnest Money Deposit from the Resolution Applicant

IDBI Bank Ltd, on instructions of RP acting in capacity as an agent of the CoC (and acting on behalf of the Corporate Debtor), shall have the right to invoke the Earnest Money Deposit on behalf of the Corporate Debtor, for a period of 30 (thirty) days from the last date of the Earnest Money Deposit Validity, by issuance of a demand to the Bank to invoke the Earnest Money Deposit. The Earnest Money Deposit can be invoked and appropriated at any time in the following scenarios:

- a) if the Resolution Plan is withdrawn before CoC approval
- b) if any of the conditions under this RFRP are breached by the relevant Resolution Applicant; or
- c) if the Resolution Applicant fails to extend the validity of the Earnest Money Deposit as may be required by the Resolution Professional (acting on the instructions of the CoC); or
- d) if any information submitted or statement made by the Resolution Applicant in its Resolution Plan or otherwise in relation to the CIRP, is found to be incorrect or untrue; or
- e) if there has been any misrepresentation on part of the Resolution Applicant in the IB Code Related Undertaking by Resolution Applicant, format of which is provided under Format IIIA.

Base Corporation Limited

The Earnest Money Deposit of the Resolution Applicant who has not been selected as the Successful Resolution Applicant, shall be returned within 60 days of the date of declaration of the Successful Resolution Applicant or within 7 days of the date on which certified true copy of the liquidation order passed by the Adjudicating Authority is received by the RP, whichever is earlier.

The forfeited amount of EMD shall form part of corpus of COC which can be adjusted against Corporate Insolvency Resolution Process Cost/Liquidation Cost as the case may be. The Balance amount, if any shall be paid to all the stakeholders as per water fall mechanism stated in section 53 of IBC, 2016.

1.9.3 Submission of Performance Security

The Successful Resolution Applicant shall cause to furnish a performance security of value equivalent to ten percent (10%) of the total payment proposed to be made by the Resolution Applicant towards resolution of the corporate insolvency of the Corporate Debtor, within 2 (two) working days of issuance of LoI by the RP, in favour of IDBI Bank Ltd, Gurugram Branch in one of the following forms:

- i. a Performance Bank Guarantee issued by any scheduled commercial bank in India (“**Bank**”) which shall be in accordance with Format VIII A (PBG) of this RFRP; or
- ii. a direct deposit by way of the real time gross settlement system into a bank account held by IDBI Bank Ltd, the details of which are as follows:

Bank Name: IDBI Bank Ltd.

Branch Address: SCO 27/28, Sector 10A, Gurgaon-122001

Account Name: Base Corporation Ltd.

A/c No. 1284102000005043

IFSC Code IBKL0001284

- iii. a Demand Draft issued by any scheduled commercial bank in India (“**PBG**”) payable at Gurugram in favour of Base Corporation Ltd.

For avoidance of doubt, it is clarified that the total payment proposed to be made by the Resolution Applicant towards resolution of the corporate insolvency of the Corporate Debtor shall mean the sum of all amounts proposed to be paid to the creditors (including statutory dues), stakeholders and equity proposed to be infused by the Resolution Applicant.

The Performance Security shall be valid from the date of issuance of the LoI by the CoC for a period of 6 (six) months and shall be subject to re-issuance or extension by the Resolution Applicant as may be required by the CoC (as assisted by the Resolution Professional) (“**PS Validity**”). It is hereby clarified that non-submission of the Performance Security by the Resolution Applicant, along with the acceptance of the LoI, shall lead to cancellation of LoI issued by the CoC, unless otherwise determined by the CoC at its sole discretion.

Provided further that payment of the amount of the Performance Security in form of PBG by an Associate Company shall be accompanied by a letter in the format as set out in **Format IXA** (*PBG payment by an Associate Company*) of this RFRP, which shall be acknowledged by the Resolution Applicant in the format as set out therein. The KYC Documents of the Associated Company should also be attached with the Resolution Plan.

Provided further that where the payment of the amount of the PBG by an Associate

Base Corporation Limited

Company is made on behalf of the Resolution Applicant, and is due to be refunded in terms of this RFRP, such refund shall be made to the Associate Company.

1.9.4 Invocation / Return of Performance Security

IDBI Bank Ltd, on instructions from RP acting in capacity as an agent of the CoC (and acting on behalf of the Corporate Debtor) shall have the right to invoke the Performance Security, in the following events:

- a) if the Successful Resolution Applicant fails to complete the Proposed Transaction in accordance with the terms of the RFRP, the Definitive Agreements and/or the Applicable Law. The completion of Proposed Transaction as per the Definitive Agreements would include but not be limited to payment of Upfront Cash.; or
- b) if the Resolution Applicant fails to extend the validity of the Performance Security as may be required by the Resolution Professional (acting on the instructions of the CoC); or
- c) if any information submitted or statement made by the Resolution Applicant in its Resolution Plan or otherwise in relation to the CIRP, is found to be incorrect or untrue; or
- d) if there has been any misrepresentation on part of the Resolution Applicant in the IB Code Related Undertaking by Resolution Applicant, format of which is provided under Format IIIA; or
- e) If the transaction is not completed due to Force Majeure, then the Performance Security shall not be invoked.

The Performance Security shall be returned:

- a) within 7 days of the date of receipt of certified true copy of the order of the Adjudicating Authority, if the Resolution Plan of the Successful Resolution Applicant is rejected by the Adjudicating Authority.

1.9.5 Return of Earnest Money Deposit to Successful Resolution Applicant

The Earnest Money Deposit shall be adjusted against the upfront cash payment payable as per the approved Resolution Plan.

1.9.6 Forfeiture of Earnest Money Deposit and Performance Security

In the event the Earnest Money Deposit of the Successful Resolution Applicant is forfeited and invoked in accordance with Clause 1.9.2 above,

- a) RP shall deposit the amounts accruing from the Earnest Money Deposit so invoked into an interest free current account (“**Interest Free Deposit**”), which Interest Free Deposit amounts shall form part of corpus of COC which can be adjusted against Corporate Insolvency Resolution Process Cost/Liquidation Cost as the case may be. The Balance amount, if any shall be paid to all the stakeholders as per water fall mechanism stated in section 53 of IBC, 2016.
- b) It is clarified that any invocation of the Earnest Money Deposit or Performance Security by IDBI Bank or any person on behalf of IDBI Bank, shall not limit any

Base Corporation Limited

rights or remedies that the Corporate Debtor, the CoC, IDBI Bank (in its capacity as an agent of the CoC and acting on behalf of the Corporate Debtor), the Resolution Professional may have under Applicable Law or otherwise, against any Resolution Applicant or Successful Resolution Applicant, as the case may be.

- c) It is further clarified, that in the event of liquidation of the Corporate Debtor, the amounts of unadjusted Earnest Money Deposit and the unadjusted Performance Security shall form part of the assets of the Corporate Debtor and shall be paid to all the stakeholders as per water fall mechanism stated in section 53 of IBC, 2016.

1.10 Terms and conditions of acquisition for the Proposed Transaction

By procuring this RFRP and Information Memorandum and obtaining access to the data, in accordance with the terms of this RFRP, the Resolution Applicant is deemed to have made the following acknowledgements and representations:

- (a) The Resolution Applicant is in receipt of critical information including commercially sensitive information and relating to the Corporate Debtor and that the Resolution Applicant shall keep all such critical information, including the commercially sensitive information, confidential and shall not disclose or divulge such critical information or commercially sensitive information, to any person.
- (b) The Resolution Applicant shall use such critical information including the commercially sensitive information relating to the Corporate Debtor only for the purpose of preparation and submission of the Resolution Plan, in accordance with the terms of this RFRP.
- (c) The Resolution Applicant shall indemnify the Corporate Debtor, the Resolution Professional and members of the CoC, in the event of any claims or actions which may arise against the Corporate Debtor, the Resolution Professional and / or the members of the CoC, in relation to the transactions contemplated under this RFRP arising out of or pursuant to the obligations of the Resolution Applicant.
- (d) The Resolution Applicant represents that the Resolution Applicant is in compliance with the requirements set out under the Applicable Laws.
- (e) The Resolution Applicant represents to the Corporate Debtor, Resolution Professional and the CoC that it has the necessary financial resources available for the purpose of the Proposed Transaction, for the consideration, stated in the Resolution Plan and for any further infusion / contribution into the Corporate Debtor by way of subordinate debt / quasi-equity / equity as indicated in the Resolution Plan in a manner acceptable to CoC.
- (f) The Resolution Applicant acknowledges that neither the Corporate Debtor, the Resolution Professional and/or members of the CoC are providing any representations or warranty(ies) regarding the status of business, business prospects, or assets of the Corporate Debtor and the Corporate Debtor, the Resolution Professional and/or members of the CoC assume no such liability whatsoever in this respect.
- (g) The Resolution Applicant represents to the Corporate Debtor, the Resolution Professional and the members of the CoC that it has obtained all the requisite

Base Corporation Limited

corporate authorizations and regulatory approvals required for submission of the Resolution Plan.

- (h) The Resolution Applicant acknowledges that implementation of Approved Resolution Plan may be subject to approvals, as applicable, including approvals from the Competition Commission of India under the Competition Act of 2002 (as amended from time to time), the CoC and the Adjudicating Authority, other regulatory approvals and the Resolution Applicant shall, as and when required, submit the necessary applications and obtain approvals.

The Resolution Applicant acknowledges that it shall pay consideration in accordance with the terms concluded as per negotiations between the CoC and the Successful Resolution Applicant, in accordance with the terms and conditions set out in the Definitive Agreements.

- (i) The Successful Resolution upon declaration as Successful Resolution Applicant shall remain solely responsible for the implementation and supervision of the Resolution Plan from the date of approval by the Adjudicating Authority, and will not be permitted to withdraw the Resolution Plan and the Resolution Professional, the Authorized Representatives or the Committee of Creditors assume no responsibility or liability in this respect.

1.11 Mandatory contents of the Resolution Plan

The Resolution Applicant shall prepare the Resolution Plan in accordance with the requirements of the IBC, the CIRP Regulations and this RFRP. The Resolution Applicant shall mandatorily include the following in the Resolution Plan, as set out in Section 30 of the IB Code and Regulation 38 of the CIRP Regulations:

- (a) A resolution applicant may submit a resolution plan to the resolution professional prepared on the basis of the information memorandum.
- (b) The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan -
 - (i) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the payment of other debts of the corporate debtor;
 - (ii) Provides for payment to operational creditors in priority over financial creditors and provides for payment to the financial creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in favour of the resolution plan, in priority over financial creditors who voted in favour of the plan.
 - (iii) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than-
 1. the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or
 2. the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53,

Base Corporation Limited

whichever is higher, and

- (iv) provides for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.
 - (v) provides for the management of the affairs of the Corporate debtor after approval of the resolution plan;
 - (vi) The implementation and supervision of the resolution plan;
 - (vii) does not contravene any of the provisions of the law for the time being in force
 - (viii) confirms to such other requirements as may be specified by the Board.
- (c) The resolution professional shall present to the committee of creditors for its approval such resolution plans which confirm the conditions referred to in sub-section (2).
- (d) The CoC may approve a resolution plan by a vote of not less than sixty-six percent of voting share of the financial creditors, after considering its feasibility, viability and such other requirements as may be specified by the Board:
- Provided further that where the resolution applicant is ineligible under clause (c) of section 29A, the resolution applicant shall be allowed by the committee of creditors such period, not exceeding thirty days, to make payment of overdue amounts in accordance with the proviso to clause (c) of section 29A:
- (e) The resolution applicant may attend the meeting of the committee of creditors in which the resolution plan of the applicant is considered:
- Provided that the resolution applicant shall not have a right to vote at the meeting of the committee of creditors unless such resolution applicant is also a financial creditor.
- (f) The resolution professional shall submit the resolution plan as approved by the committee of creditors to the Adjudicating Authority.
- (g) A resolution plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor.
- (h) A resolution plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.
- (i) A resolution plan shall provide:
- (i) the term of the plan and its implementation schedule;
 - (ii) the management and control of the business of the corporate debtor

Base Corporation Limited

- during its term; and
 - (iii) adequate means for supervising its implementation.
 - (j) A resolution plan shall demonstrate that –
 - (i) it addresses the cause of default;
 - (ii) it is feasible and viable;
 - (iii) it has provisions for its effective implementation;
 - (iv) it has provisions for approvals required and the timeline for the same; and
 - (v) the resolution applicant has the capability to implement the resolution plan.

1.12 Confidentiality

1.12.1 All information furnished in this RFRP and/or pursuant to the terms hereof shall be governed by the provisions of the Non-Disclosure Agreement. Information relating to the examination, clarification, evaluation, and recommendation of the Resolution Applicant shall not be disclosed to any person who is not officially concerned with the Resolution Plan Submission Process or is not a retained professional advisor and/ or the Resolution Professional in relation to, or matters arising out of, or concerning the Resolution Plan Submission Process.

1.12.2 The Resolution Applicant(s) / Resolution Applicant:

- (a) agrees to use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information.
- (b) shall ensure compliance with Applicable Law and specifically with the IB Code and the CIRP Regulations, with respect to Confidential Information received pursuant to this RFRP.
- (c) undertakes to make use of the Confidential Information solely for the purpose of the Resolution Plan or such other purpose pursuant to this RFRP.
- (d) shall take all reasonable steps and measures to minimize the risk of disclosure of Confidential Information by ensuring that only such Representatives who are expressly authorised by it and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis.
- (e) shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Resolution Applicant or its Representative, except for sharing of Confidential Information as required in relation to this RFRP, as decided by the Resolution Applicant or its Representative from time to time.
- (f) take all reasonable steps to ensure that it or its Representatives do not, directly or indirectly buy or sell shares or other securities of the other party except as given in the Resolution Plan, on its due approvals and given milestones, if any.

1.13 Notes to the Resolution Applicant

Base Corporation Limited

- 1.13.1 This RFRP is issued upon an express understanding and agreement that the Resolution Applicant shall use it solely for the purpose of preparation and submission of the Resolution Plan and for the purpose necessarily associated with the Resolution Plan and for no other purpose whatsoever.
- 1.13.2 The Resolution Applicant shall be evaluated on the basis of the declarations and / or information and / or documents provided in relevant appendices of this RFRP.
- 1.13.3 If the Resolution Applicant conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Resolution Plan, in any manner whatsoever, the CoC reserves the right to reject such Resolution Plan and / or cancel the Letter of Intent (if issued) and forfeit the Earnest Money Deposit. The Resolution Applicant shall be solely responsible for such disqualification based on its declarations in the Resolution Plan.
- 1.13.4 The Resolution Plan submitted by the Resolution Applicant shall become the property of the CoC and the Resolution Professional (acting on the instructions of the CoC) and the CoC and the Resolution Professional (acting on the instructions of the CoC) shall have no obligation to return the same to the Resolution Applicant. However, the Earnest Money Deposit submitted by the unsuccessful Resolution Applicant shall be returned in accordance with the terms of this RFRP.
- 1.13.5 No change or supplemental information to the Resolution Plan shall be accepted after the Resolution Plan Submission Date. The Resolution Professional/Authorised Representative / Members of the CoC may, at their sole discretion, request for additional information / document and / or seek clarifications from Resolution Applicant(s), after the Resolution Plan Submission Date. Delay in submission of additional information and / or documents sought by the RP and/ or the CoC shall make the Resolution Plan liable for rejection.
- 1.13.6 This RFRP includes statements, which reflect the various assumptions arrived at on the basis of the information provided by the Corporate Debtor, in order to give a reflection of the current status of the Corporate Debtor and the Resolution Applicant is required to make its own assessments of the information provided. This RFRP does not purport to contain all the information required by the Resolution Applicant. The Resolution Applicant should conduct independent investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFRP and obtain independent advice from appropriate sources, prior to making an assessment of the Corporate Debtor.
- 1.13.7 The Resolution Applicants shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Corporate Debtor, including Site Visit, when they submit the Resolution Plan. Resolution Applicants are invited to visit and inspect the Site at their own expense. Failure to undertake a Site Visit will not be a valid ground to relieve the Resolution Applicant subsequently after submission of its Resolution Plan nor shall it relieve the Resolution Applicant from any responsibility for estimating the difficulty or costs of successfully fulfilling the terms and condition of Resolution Plan.
- 1.13.8 Distributing / taking / sending / dispatching / transmitting this RFRP in certain foreign jurisdictions may be restricted by law, and persons in whose possession this invitation comes should inform themselves about, and observe, any such restrictions. Neither the Corporate Debtor, the Resolution Professional, the CoC nor their Representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential

Base Corporation Limited

including lost revenue or lost profits that may arise from or in connection with the use of this RFRP. This RFRP has not been filed, registered or approved in any jurisdiction and recipients of this RFRP by residents in jurisdictions outside India should inform themselves of and observe any applicable legal requirements as may be applicable to them.

- 1.13.9 While this RFRP has been prepared in good faith on the basis of the information provided by the Corporate Debtor, neither the Corporate Debtor, the Resolution Professional, the CoC nor any of their Representatives make any representation or warranty nor shall have any responsibility or liability whatsoever, whether in contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any statements or omissions under this RFRP. Any liability is accordingly expressly disclaimed by the Resolution Professional, and their Representatives, including in the event such loss or damage has occurred on account of any act or omission on the part of the Resolution Professional, or their Representatives, whether negligent or otherwise.
- 1.13.10 No extension of time shall be granted under any circumstances to the Resolution Applicant(s) for submission of the Resolution Plan, including, but not limited to, on the grounds that the Resolution Applicant did not obtain a complete set of this RFRP, or on any other ground(s) as may be deemed appropriate by the Resolution Professional (acting on the instructions of the CoC).
- 1.13.11 A Resolution Applicant, accepting this RFRP and gaining access to the data pursuant to this RFRP, confirms that the Resolution Applicant is in compliance with the provisions given in this document and it waives any right to claim that there was any involvement of the Resolution Professional in the Resolution Applicant's compliance or lack thereof.
- 1.13.13 The Resolution Applicant should satisfy itself that this RFRP is complete in all respects. In the event that this RFRP or any part thereof is mutilated or missing, the Resolution Applicant shall notify the Resolution Professional immediately at the following address (email is preferable):

ATTN. OF : Aashish Gupta

DESIGNATION : Resolution Professional

ADDRESS : TRC Corporate Consulting Pvt. Ltd., 359, Udyog
Vihar,
Phase II, Sector 20, Gurgaon, Haryana-122016

EMAIL ADDRESS : cirp.base@gmail.com

In the event such written notice is not received at the aforementioned address within 3 (three) days from the date of issuance of this RFRP to the Resolution Applicant, this RFRP received by the Resolution Applicant shall be deemed to be complete in all respects.

- 1.13.14 It may also be noted that in case any kind of "immunity" is / are sought by the Resolution Applicant in the Resolution Plan against any dues which are otherwise outstanding as per the records / discovered during the due diligence undertaken by the Resolution Applicant viz. as Income-tax, Sales Tax, GST, Provident Fund etc. of whatever nature called, are

Base Corporation Limited

subject to the approval by the Hon'ble NCLT, even if the CoC would have voted in favour of the Plan and directed the RP to file an application before the jurisdictional NCLT for its approval. No such immunities shall be held to have been granted merely upon favourable voting by the CoC members unless and until the same is also approved by the Hon'ble NCLT. In case the Hon'ble NCLT directs the Resolution Applicant to either modify or delete such immunities sought by it, the same would be at the discretion of the Resolution Applicant. Failure to accept the proposed modifications or deletions as may be directed by the Hon'ble NCLT, could lead to rejection of the said Resolution Plan. Upon such occurrence, the RP (under instructions from CoC) may proceed to consider the next available Resolution Plan, if any and could proceed with the same. Such an act cannot be treated as breach or lapse on the part of the RP and the Resolution Applicant would have no rights to challenge such decision of the CoC, especially when the Resolution Applicant itself does not agree to the directions of the Hon'ble NCLT.

1.14 Resolution Plan Preparation Cost

The Resolution Applicant shall be responsible for all the costs associated with the preparation of the Resolution Plan and participation in discussions and attending the Resolution Plan Conference, Site Visit, etc. The Resolution Professional shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Resolution Plan Submission Process.

1.15 Submission of Resolution Plan by a Financial Creditor being member of the CoC

In the event a Financial Creditor being member of CoC submits a Resolution Plan, it shall be required to provide an undertaking regarding the following:

(a) That a Chinese wall has been maintained between the personnel/authorised representative of the financial creditor attending the CoC meetings and those involved in preparation of the Resolution Plan and that no confidential information shared with the said financial creditor in its capacity as member of CoC;

(b) that personnel /authorised representative of the financial creditor attending the CoC meeting as member of CoC will recuse himself/herself from the deliberations on the Resolution Plan submitted by such Financial Creditor. The Financial Creditor understands that presence of its personnel /authorised representative during deliberations on the Resolution Plan submitted by it will create a conflict of interest

2. RESOLUTION PLAN EVALUATION PROCESS

2.1 Resolution Plan Evaluation Matrix

2.1.1 Resolution Plan submitted by the Resolution Applicant shall be in INR and shall be examined and evaluated by RP based on the information and / or documents furnished by the Resolution Applicant as part of the Resolution Plan, in accordance with the terms and conditions detailed in this RFRP. Evaluation of the Resolution Plan shall be made according to the evaluation matrix approved by the CoC. This evaluation matrix is provided in Annexure I. The CoC reserves the right, in its sole discretion, to add, delete or modify these parameters for the purpose of evaluation of the Resolution Plan, within the timelines mentioned in the IB Code.

2.1.2 The Resolution Plan shall be in compliance with Applicable Law including regulations and circulars issued by the IBBI, RBI and the SEBI.

Base Corporation Limited

- 2.1.3 The CoC and/or Resolution Professional (acting on the instructions of the CoC) reserves the right to amend or modify the criteria of the evaluation of the Financial Proposal submitted by the Resolution Applicants prior to Resolution Plan Submission Date.
- 2.1.4 In addition to the above, the Resolution Professional (acting on the instructions of the CoC) or the CoC reserves the right to reject the Resolution Plan in case the Resolution Plan submitted by the Resolution Applicant is not in conformity with the requirements under the provisions of the IB Code and the CIRP Regulations or this RFRP or does not have the requisite capacity (technical or financial) to undertake the Proposed Transaction or run the Corporate Debtor or for any other reason, and the reasons need not be communicated to the Resolution Applicant.
- 2.1.5 In addition to the events set out in clause 1.8 and 1.9, the following events / occurrences may cause the Resolution Plan to be considered “non-responsive”, at the sole discretion of the Resolution Professional (acting on the instructions of the CoC):
- (a) Resolution Plans that are incomplete, i.e. not accompanied by any of the applicable forms, authorizations and documents as specified in this RFRP or failure to provide necessary or sufficient information as required in this RFRP;
 - (b) There are material inconsistencies in the information or documents submitted by the Resolution Applicant;
 - (c) The Resolution Plan Validity Period being less than the period required in this RFRP;
 - (d) The Resolution Plan submitted by the Resolution Applicant is conditional in nature;
 - (e) The Resolution Plan is not received by the Resolution Professional on or prior to the Resolution Plan Submission Date;
 - (f) The Resolution Professional (acting on the instructions of the CoC) is of the opinion there is a Conflict of Interest with the Resolution Applicant participating in the Resolution Plan Submission Process;
 - (g) The Resolution Applicant delays in submission of any additional information or clarifications sought by the Resolution Professional (as applicable);
 - (h) The Resolution Applicant makes any misrepresentation;
 - (i) The Resolution Applicant has submitted more than 1 (one) Resolution Plan; and
 - (j) Any information sought pursuant to the terms of this RFRP is not submitted in accordance with the forms, documents or authorizations specified in this RFRP.
 - (k) The Resolution Applicant makes any changes in the commercials of the Resolution Plan (after Resolution Plan Submission Date) which are not acceptable to the CoC.
- 2.1.6 The Resolution Plan shall be checked for compliance with the submission requirements set forth in this RFRP. **Format X** (*Checklist for Submission of Resolution Plan*) in the appendix of this RFRP shall be used to check whether the Resolution Applicant meets the stipulated requirements.

Base Corporation Limited

2.2 Resolution Plan Evaluation Process

2.2.1 The evaluation process of the Resolution Plan(s) submitted by the Resolution Applicants shall comprise of the following steps:

Step I - Submission and Receipt of Resolution Plans;

Step II - Evaluation of Resolution Plans by the CoC in consultation with the Resolution Professional;

Step III - Negotiations with one or more Resolution Applicant(s) and Due Diligence of Resolution Applicant(s);

Step IV - Evaluation of the revised Resolution Plans by the CoC and approval of the Resolution Plan of Successful Resolution Applicant by the CoC

Step V - Declaration of Successful Resolution Applicant and issuance of Letter of Intent to the Successful Resolution Applicant;

Step VI - Acceptance of the Letter of Intent by the Successful Resolution Applicant and submission of the Performance Security (PS) and proof of funds.

Step VII - Approval of the Resolution Plan by the Adjudicating Authority and declaration of the Successful Resolution Applicant; and

Step VIII - Execution of Definitive Agreements with the Successful Resolution Applicant.

2.2.2 Step I - Submission and Receipt of Resolution Plans

The Resolution Plan along with the Earnest Money Deposit shall be submitted in accordance with this RFRP and within the timelines provided in clause 1.3.6 of this RFRP.

2.2.3 Step II - Evaluation of Resolution Plans by the CoC in consultation with the Resolution Professional

(a) The Resolution Plan submitted by the Resolution Applicant(s) shall be reviewed by the Resolution Professional on behalf of the CoC for, *inter alia*, conformity with the IB Code (including Section 29A of the IB Code) and CIRP Regulations, Information Memorandum and terms of the RFRP.

(b) The CoC shall with the help of RP, thereafter evaluate the Resolution Plan(s) including the Financial Proposal(s) submitted as part of such Resolution Plan(s) The Resolution Plans shall be evaluated based on the evaluation matrix as approved by the CoC. The CoC shall also examine the feasibility and viability of the Resolution Plan.

(c) The Resolution Applicant(s) may be intimated regarding the date and venue of the meeting of the CoC in which the Resolution Plan submitted by the concerned Resolution Applicant would be discussed. The Resolution Applicant may opt to attend the relevant meeting in which the Resolution Plan of the concerned Resolution Applicant is being considered.

Base Corporation Limited

2.2.4 Step III - Negotiation with one or more Resolution Applicant(s) & Due Diligence of Resolution Applicant(s)

- (a) The Resolution Professional (acting on the instructions of the CoC) and CoC, reserves the right to negotiate any of the terms of the Resolution Plan with one or more Resolution Applicant(s) to maximize the value for all the stakeholders. The timelines for the negotiation shall be determined and / or communicated if necessary, at a later date.
- (b) The CoC, and the Resolution Professional reserve the right to conduct due diligence on the Resolution Applicant(s) with or without the assistance of external agencies at any stage of the Resolution Plan Submission Process. The scope of the due diligence shall include but not be limited to the following parameters:
 - (i) compliance with Applicable Law;
 - (ii) submission of documents for the requisite 'know your customer' checks to the satisfaction of CoC and/or the Resolution Professional (who is acting on the instructions of the CoC);
 - (iii) review of the financial capability of the Resolution Applicant; and
 - (iv) any other matter, which the CoC and/or the Resolution Professional (acting on the instructions of the CoC) may deem fit or necessary.

2.2.5 Step IV - Evaluation of the revised Resolution Plans by the CoC and initial approval of the successful Resolution Plan by the CoC

- (a) The Resolution Professional shall submit the revised Resolution Plan(s) submitted by Resolution Applicants for the consideration of the CoC. The CoC shall with the help of RP, thereafter, evaluate the revised Resolution Plan(s).
- (b) The Resolution Applicant(s) may be intimated regarding the date and venue of the meeting of the CoC in which the Resolution Plan submitted by the concerned Resolution Applicant would be discussed. The Resolution Applicant may opt to attend the relevant meeting in which the Resolution Plan of the concerned Resolution Applicant is being considered.
- (c) Based on the assessment set out in above and voting by the CoC as per the provision of the IB code, the CoC shall determine which Resolution Plan is successful. The CoC shall accordingly approve the Resolution Plan submitted by the Successful Resolution Applicant. For avoidance of doubt, such selection of a Successful Resolution Applicant by the CoC shall be final and binding on all the Resolution Applicants.
- (d) The CoC shall have the right to negotiate further terms with the Resolution Applicant in relation to the Resolution Plan. Provided that where the negotiations are unsuccessful, the Resolution Professional and the CoC reserve the right to conduct any of Step I, Step II and Step III (given above) again, as required, within the stipulated time period, in order to select the successful Resolution Plan whose Resolution Plan has the next highest value.

Base Corporation Limited

2.2.6 Step V - Declaration of Successful Resolution Applicant and issuance of Letter of Intent to the Successful Resolution Applicant:

Upon approval of the Resolution Plan submitted by the Successful Resolution Applicant by the CoC by a majority vote, as prescribed in the IB Code, of the members of the CoC, the Resolution Professional (acting on the instructions of the CoC) will issue a Letter of Intent stating that such Resolution Applicant has been selected as the Successful Resolution Applicant subject to the final approval by the Adjudicating Authority for the Resolution Plan submitted by the Successful Resolution Applicant.

2.2.7 Step VI - Acceptance of the Letter of Intent by the Successful Resolution Applicant and submission of the Performance Security (PS)

The Successful Resolution Applicant shall, submit a Performance Security as defined in clause 1.9.3 above and unconditionally accept the Letter of Intent, without any conditions and record such acceptance by providing the Resolution Professional with 1 (one) copy of the Letter of Intent with an endorsement stating that such Letter of Intent is, “*Accepted Unconditionally*”, under the signature of the Authorised Director of the Successful Resolution Applicant.

2.2.8 Step VII - Approval of the Resolution Plan by the Adjudicating Authority and declaration of the Successful Resolution Applicant

Upon unconditional acceptance of Letter of Intent by the Successful Resolution Applicant and upon submission of Performance Security by the Successful Resolution Applicant within the timelines defined above, the Resolution Professional will make an application to the Adjudicating Authority for approval of the Resolution Plan. Upon approval of the Resolution Plan by the Adjudicating Authority, the Successful Resolution Applicant will be declared as the Successful Resolution Applicant by the Adjudicating Authority.

3. CONDITIONS SUBSEQUENT TO ACCEPTANCE OF LETTER OF INTENT

Pursuant to the acceptance of the Letter of Intent, the Successful Resolution Applicant shall be required to comply with the following conditions, in accordance with the stipulated timelines, as set out in this RFRP (“**Conditions Subsequent**”).

3.1 Obtaining requisite Statutory and Regulatory Approvals

The Successful Resolution Applicant is expected to obtain all the relevant statutory and regulatory approvals required under Applicable Law for the Proposed Transaction upon approval of the Resolution Plan by the NCLT.

4. CONSEQUENCES OF NON-COMPLIANCE WITH CONDITIONS SUBSEQUENT

In the event of non-compliance with the conditions subsequent for any reason whatsoever by the Successful Resolution Applicant, set out in clause 3 above, the CoC and the Resolution Professional (acting on the instructions of the CoC) reserve the right to pursue any of the following actions, in addition to other rights as may be available under the

Base Corporation Limited

Applicable Law:

- (a) revoke the Letter of Intent;
- (b) cancel the Resolution Plan submitted by the Successful Resolution Applicant;
- (c) invoke the Performance Security; and
- (d) file such complaint/ initiate legal proceedings as may be required under Section 74(3) of IB Code.

5. MISCELLANEOUS

5.1 This RFRP and the Resolution Plan Submission Process shall be governed by, and construed in accordance with the laws of India and Courts in Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with this RFRP and / or the Resolution Plan Submission Process.

5.2 The Committee of Creditors (including acting through the Resolution Professional) in its sole discretion and without incurring any obligation or liability, reserve the right, at any time, to;

- (a) suspend and / or cancel the Resolution Plan Submission Process and / or amend and / or supplement the Resolution Plan Submission Process or modify the dates or other terms and conditions set out in this RFRP;
- (b) consult with any Resolution Applicant(s) in order to receive clarifications or further information;
- (c) independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Resolution Applicant; and/or require the Successful Resolution Applicant to provide any additional documents or information in relation to the Proposed Transaction.
- (d) waive any term or condition set forth in this RFRP
- (e) notwithstanding anything contained herein and contrary thereto, may at any stage of the CIRP, include a Resolution Applicant to participate in the bid process to submit a Resolution Plan for the Company. The RP reserves the right to decide the procedure for including such potential Resolution Applicant into the bid process.
- (f) the CoC reserves the right to withdraw the CIRP process at any time during the CIRP tenure as per the provisions of the IB Code and applicable laws and the RP and CoC shall bear no liability in relation to such withdrawal.

5.3 The Resolution Applicant(s) hereby agrees and releases the Resolution Professional and the members of the CoC, 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 RFRP, and / or in connection with the Resolution Plan Submission Process, and waives any and all rights and / or claims the Resolution Applicant may have in this respect, whether actual or contingent, whether present or in future.

Base Corporation Limited

5.4 Fraudulent and Corrupt Practices

5.4.1 The Resolution Applicant and its Representatives shall observe the highest standard of ethics during the Resolution Plan Submission Process and subsequently during the negotiations and execution of the Definitive Agreements. Notwithstanding anything to the contrary contained in this RFRP, and/or in the Letter of Intent, the CoC and/or the Resolution Professional (acting on the instructions of the CoC) shall be entitled to reject a Resolution Plan and/or revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the Resolution Applicant, if the CoC and/or the Resolution Professional (acting on the instructions of the CoC), at their respective discretion, determine that the Resolution Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Resolution Plan Submission Process. In such an event, the CoC and/or the Resolution Professional (acting on the instructions of the CoC) shall forfeit the Earnest Money Deposit with the consultation of CoC, without prejudice to any other right or remedy that may be available to the CoC and/ or the Resolution Professional under this RFRP or Applicable Law.

For the purposes of this clause 5.4.1, the following terms shall have the meaning hereinafter respectively assigned to them:

“**coercive practice**” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Resolution Plan Submission Process;

“**corrupt practice**” shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Resolution Plan Submission Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official engaged by the Resolution Professional, (if any), who is or has been associated or dealt in any manner, directly or indirectly with the Resolution Plan Submission Process, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Resolution Professional , shall be deemed to constitute influencing the actions of a person connected with the Resolution Plan Submission Process); or

(ii) engaging in any manner whatsoever, whether during the Resolution Plan Submission Process, any person in respect of any matter relating to the Corporate Debtor or the execution of the Definitive Agreement, who at any time has been or is a legal, financial or technical adviser of the Resolution Professional in relation to any matter concerning the Resolution Plan;

“**fraudulent practice**” shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Resolution Plan Submission Process;

“**restrictive practice**” shall mean forming a cartel or arriving at any understanding or arrangement among the Resolution Applicants with the objective of restricting or manipulating a full and fair competition in the Resolution Plan Submission Process; and

Base Corporation Limited

“**undesirable practice**” shall mean (i) establishing contact with any person connected with or employed or engaged by RP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Resolution Plan Submission Process; or (ii) having a Conflict of Interest.

- 5.5** All the actions by PA under this RFRP shall be based on the instructions issued by the CoC and or RP (on the instructions of CoC) and in compliance with the Engagement Letter entered into between the CoC and the RA.
- 5.6** All actions by the Resolution Professional under this RFRP shall be based on the instructions issued by the CoC and in compliance with the terms of his engagement.

LIST OF ANNEXURES

Base Corporation Limited

- Annexure I - Resolution Plan Evaluation Criteria
- Annexure II - Forms / Documents / Authorizations

Base Corporation Limited

ANNEXURE I - RESOLUTION PLAN EVALUATION CRITERIA

shared in a separate Annexure as Evaluation Matrix

Base Corporation Limited

ANNEXURE II- FORMS / DOCUMENTS / AUTHORIZATIONS

The following forms, documents and authorizations are required to be submitted as part of the Resolution Plan by the Resolution Applicants by the Resolution Plan Submission Date:

- a. Format I - Covering Letter for Submission of Resolution Plan
- b. Format II - Power of Attorney
- c. Format III - Composition and Ownership Structure of the Resolution Applicant
- d. Format IIIA - IB Code related Undertaking by the Resolution Applicant
- e. Format IV - Authorization
- f. Format V - Financial Proposal
- g. Format VA - Resolution Plan
- h. Format VI - Undertaking by the Resolution Applicant
- i. Format VII - Board Resolutions
- j. Format VIII - Earnest Money Deposit
- k. Format VIIIA - Performance Bank Guarantee
- l. Format IX - Earnest Money Deposit Amount Payment by an Associate Company
- m. Format IXA - PBG Amount Payment by an Associate Company
- n. Format X - Checklist for submission of Resolution Plan
- o. Format XI - Details about Resolution Applicant's M&A Track Record
- p. Format XII - Format for Seeking Clarification

A Resolution Applicant may use additional sheets to submit the information for its detailed response.

Base Corporation Limited

FORMAT I - COVERING LETTER FOR SUBMISSION OF RESOLUTION PROCESS

(On the letter head of the Resolution Applicant)

Resolution Applicant's Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar Extension,
Shahdara, Delhi-110032

Sub: Submission of Resolution Plan for Base Corporation Ltd.

Ref: Request for Resolution Plan dated [●] (“RFRP”)

Dear Sir,

1. We, the undersigned Resolution Applicant having read and examined in detail the RFRP and the Information Memorandum, set out the offer by way of a Resolution Plan in relation to Base Corporation Ltd.
2. We enclose herewith the said Resolution Plan with duly signed and / or certified forms / documents / authorizations as mandated by RP, on behalf of the Corporate Debtor and the Committee of Creditors, in the RFRP, for your consideration.
3. We have submitted all the requisite documents as per the prescribed formats set out in the RFRP, without any deviations, conditions and without any assumptions or notes.
4. We further represent and confirm as follows:
 - a. **Earnest Money Deposit**

In relation to the Earnest Money Deposit required to be submitted as per clause 1.9 of the RFRP, we enclose an Earnest Money Deposit of INR 1,00,00,000 (Indian Rupee One Crore Only), dated [●] as per **Format VIII** (*Earnest Money Deposit*) of the RFRP.

Base Corporation Limited

b. Acceptance

We hereby unconditionally and irrevocably agree and accept the terms of the RFRP and that the decision made by the Resolution Professional (as per the instructions of the CoC), the CoC and/or the Adjudicating Authority in respect of any matter with Base Corporation Ltd. respect to, or arising out of, the RFRP and the Resolution Plan Submission Process shall be binding on us. We hereby expressly waive any and all claims in respect of the Resolution Plan Submission Process.

c. Litigation / Proceedings

We confirm that there is no litigation / disputes / proceedings pending or threatened against us, which materially affects our ability to fulfil our obligations under the RFRP.

d. Conflict of Interest

We hereby confirm that there is no Conflict of Interest that subsists or will occur as a result of submission of a Resolution Plan under the RFRP.

e. Familiarity with Relevant Indian Laws and Regulations and Authorisations

We confirm that we have studied the provisions of the IB Code, the CIRP Regulations and other relevant laws and regulations to enable us to submit our Resolution Plan along with required documents and execute the other required documents in the event of our selection as the Successful Resolution Applicant. We have obtained the necessary corporate and regulatory approvals required to participate in the Resolution Plan.

We further confirm that our Resolution Plan is not in contravention of the provisions of the Applicable Law.

f. Contact person

The details of the contact person for the purposes of this Resolution Plan are provided below:

Name	:	[●]
Designation	:	[●]
Company Address:		[●]
Phone Nos	:	[●]
Fax Nos.	:	[●]
E-mail address	:	[●]

Base Corporation Limited

5. We are enclosing the Resolution Plan containing duly signed forms / documents / authorizations, each one duly closed separately, with 1 (one) original copy as mandated in the RFRP, for your consideration.
6. We confirm that the Resolution Plan submitted by us is consistent with all the requirements of submission as stated in the RFRP, the IB Code, the CIRP Regulations and subsequent communications / amendments from / or the Resolution Professional (as per the instructions of the CoC) and/or the CoC.
7. The information submitted by us is complete, strictly as per the requirements stipulated in the RFRP and is true and correct to the best of our knowledge and understanding. We acknowledge that we shall be solely responsible for any errors or omissions in our Resolution Plan.
8. We confirm that all the terms and conditions of our Resolution Plan are valid for acceptance for the later of the following: (a) a period of 6 (six) months from the Resolution Plan Submission Date (including the revised Resolution Plan Submission Date); and (b) till 30 (thirty) days from the date of final appealable order from appropriate judicial forum (Tribunal or Court) is passed in relation to the Resolution Plan.
9. We confirm that we have not taken any deviations so as to be deemed non-responsive with respect to the provisions of the RFRP.
10. We confirm that irrespective of the RFRP date mentioned in the formats, we are compliant with the latest version of the RFRP as on Resolution Plan Submission Date.
11. **Confidentiality**
 - a. We confirm that we and our Representatives will keep all information set out in the RFRP and/or furnished pursuant to the same as confidential.
 - b. We confirm that we and our Representatives shall not use any such information to cause an undue gain or undue loss to the Corporate Debtor or any other person.
 - c. We and our Representatives will comply with the requirements under section 29(2) of the IB Code.
 - d. We and our Representatives will protect the intellectual property rights of the Corporate Debtor in relation all such information.
 - e. We and our Representatives will not share any such information with any third party including any Representatives, without first ensuring that our obligations under the Confidentiality Undertaking are complied with.
 - f. We and our Representatives will comply with all the terms and conditions of the RFRP and the Non-Disclosure Agreement.
12. Capitalized terms shall have the meaning given to them in the RFRP.

Base Corporation Limited

Thanking you,

Yours faithfully,

(Signature and Name of the Attorney as per **Format II**–Power of

Attorney) Address of Authorised Signatory

(Not less than a Director)

Company rubber stamp / seal

FORMAT II - POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per the stamp act relevant to the place of execution. Foreign companies submitting resolution plans are required to follow the applicable law in their country.)

POWER OF ATTORNEY

Know all men by these presents, We, [Insert name and address of the registered office of the Resolution Applicant] (“**Resolution Applicant**”) do hereby constitute, appoint and authorize Mr./Ms. [Insert name and residential address of the attorney] who is presently holding the position of [●] as our true and lawful attorney (“**Attorney**”), to do in the name of the Resolution Applicant and on the behalf of the Resolution Applicant, all such acts, deeds and things necessary in connection with or incidental to the submission of the Resolution Plan or any other document as may be required under or pursuant to the Request for Resolution Plan issued by RP dated [●] (“**RFRP**”), including the signing and submission of Resolution Plan and all other documents related to the Resolution Plan, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document that the Resolution Professional may require the Resolution Applicant to submit. The aforesaid Attorney is further authorised to provide representations, information or responses to the Resolution Professional, and represent the Resolution Applicant and generally deal with the Resolution Professional with respect to the Resolution Plan and the Resolution Plan Submission Process, in accordance with the terms of the RFRP.

We hereby ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Resolution Applicant and shall always be deemed to have been done by the Resolution Applicant.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFRP.

Signed by the within named

[Insert the name of the Resolution Applicant] Through the hand of

Base Corporation Limited

.....
(Name, designation and address of the executant)
Duly authorised by the Board to issue such Power of Attorney
Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my / our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)
Name
Designation.....

2.
(Signature)
Name
Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the Resolution Applicant and the same should be under common seal of the Resolution Applicant affixed in accordance with applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorised by the Resolution Applicant in this regard.
- (2) The person authorised under this Power of Attorney, in the case of the Resolution Applicant being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 2013, with a paid up share capital of more than INR 5,00,00,000 (Indian Rupees Five Crores only), should be the managing director / whole time director / manager appointed under section 203 of the Companies Act, 2013. In all other cases, the person authorised should be a director duly authorised by a board resolution duly passed by the company.

Base Corporation Limited

- (3) In case of the Resolution Applicant being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.
- (4) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.
- (5) Also, wherever required, the Resolution Applicant should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the Resolution Applicant.
- (6) The Resolution Applicant shall submit a power of attorney or such other equivalent authorisation as may be deemed to be adequate in the jurisdiction of incorporation of the Resolution Applicant.

Base Corporation Limited

FORMAT III - COMPOSITION AND OWNERSHIP STRUCTURE OF THE RESOLUTION

APPLICANT

(On the letter head of the Resolution Applicant duly stamped)

a. Corporate Details:

Please provide the following information for the Resolution Applicant:

i. Below information required for Resolution Applicant and each Connected Person:

Name	
Registered Office	
Website Address	
Corporate Identification Number, if any:	
Country of Origin:	
Address for Correspondence:	
Year and Date of Incorporation	
Company's Business Activities:	
Name of the Representatives	
Telephone Number	
Email Address	
Fax No	

ii. Please provide the following documents:

- a) Copy of the memorandum and articles of association and certificate of incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation) of the Resolution Applicant and all Connected Persons, including amendments, if any, certified by the company secretary, or equivalent or a director of the Resolution Applicant (as an annexure to this Format)
- b) Authority letter in favour of the Resolution Professional from the Resolution Applicant (as per **Format IV**) authorizing the Resolution Professional to seek reference from their respective bankers, lenders, financing institutions of the Resolution Applicant and any other person, as set out in **Format IV** (*Authorisation*).
- c) Annual report or audited financials of the Resolution Applicant and its group companies for the preceding 3 (three) years whose revenue and net worth numbers have been submitted as part of the Expression of Interest. In case of a financial investor / fund, in addition to the above, statutory auditor's certificate for committed funds as of March 31, 2019 shall be provided.
Copy of permanent account number card of the Company (or equivalent

Base Corporation Limited

- d) identification for an overseas entity);
- e) Credit opinion report from the principal bank of the Resolution Applicant and its Parent company;
- f) External rating report if available, for the Resolution Applicant and the Parent Company;
- g) Names and Details of the directors of the Resolution Applicant, all Connected Persons and the Parent Company as per format below:

Name	Designation	Identification Nos.			Full Address	Other Directorships
		DIN	PAN	Passport / Aadhar		

The Resolution Applicant shall submit photocopy of the Passport/ Aadhar card for each of the Directors;

- h) Details of Ownership Structure of the Resolution Applicant and its relationship with all Connected Persons:

Name of Equity Holder	Type and Number of Shares owned	% of Equity Holding	Extent of Voting Control (%)
1.			
2.			
3.			
....			

[Please cover all persons owning 10% (ten percent) or more of the total paid up equity of the Resolution Applicant and mention the as on date i.e. date for which the equity holding has been provided]

Name of Connected Person	Nature of connection
1.	
2.	
3.	
....	

Base Corporation Limited

- i. Please provide details of the Group companies/affiliate companies and ultimate parent entity in the following format:

Name of the Shareholder	Number of equity shares held by [•]	% of equity shares held by [•]
[insert name]	[insert number of shares]	[insert percentage]
Total		

- ii. Details of transactions, if any, of the Resolution Applicant and/or any Connected Persons with the Corporate Debtor in the preceding two years;
- iii. Please clarify if the Resolution Applicant and/or any Connected Person has been convicted of any offence in the preceding five years, and if so, please share all relevant details of the same;
- iv. Please clarify if there are any criminal proceedings, investigations, enquiries etc. commenced or pending against the Resolution Applicant and/or any Connected Person, and if so, please share all relevant details of the same;
- v. Please clarify if any of the promoters, shareholders, directors and/or key managerial personnel of the Resolution Applicant and/or any Connected Person have been disqualified to act as a director under the provisions of the Companies Act, 2013, and if so, please share all relevant details of the same;
- vi. Please clarify if the Resolution Applicant and/or any Connected Person has been identified as a willful defaulter by any bank or financial institution, and if so, please share all relevant information and details in relation to the same; and
- vii. Please clarify if the Resolution Applicant and/or any Connected Person has been disqualified or debarred from accessing to or trading in the securities markets under any order of the Securities and Exchange Board of India and/or any other such judicial authority.

For and on behalf of M/s.....

[Signature and Name of the Attorney as per **Format II**–Power of Attorney] Rubber stamp/seal of the Resolution Applicant

Note:

Status of equity holding should be provided not earlier than 30 (thirty) days prior to Cut-off Date.

Details of the Parent Company, Ultimate Parent and / or the Group Companies, affiliates of the Resolution Applicant, and corporate guarantor (if any corporate guarantee constitutes part of the Resolution Plan), and their respective business activity shall be provided. The determination of the relationship of the Parent Company, Ultimate Parent and / or the Group Companies and

Base Corporation Limited

affiliates of the Resolution Applicant shall not be 30 (thirty) days prior to the Resolution Plan Submission Date. Documentary evidence in the form of a certificate from a practicing company secretary or statutory auditor to establish such relationship shall be furnished by the Resolution Applicant along-with the Resolution Plan.

Base Corporation Limited

FORMAT IIIA - IB CODE RELATED UNDERTAKING BY RESOLUTION APPLICANT

(To be on non-judicial stamp paper of appropriate value as per the stamp act relevant to the place of execution. Foreign companies submitting resolution plans are required to follow the applicable law in their country.)

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar
Extension, Shahdara, Delhi-110032

Dear Sir,

Sub: Resolution Applicants' undertaking under the Insolvency and Bankruptcy Code (Amendment) Act, 2019

In furtherance of the Request for Resolution Plan dated [●] and in view of Section 29A of the IB Code, [I/We] ("**Resolution Applicant**") state, submit and confirm as follows: -

1. [I/We] hereby unconditionally state, submit and confirm that [I/We] are not disqualified from submitting a Resolution Plan in respect of Base Corporation Ltd., pursuant to the provisions Section 29A of the IB Code and/or otherwise.
2. [I/We] hereby state, submit and declare that none of (a) [me / us] being the Resolution Applicant; (b) any other person acting jointly with [me / us]; (c) any person who is a promoter and/or in the management and/or control of the Resolution Applicant; (d) any person who shall be the promoter and/or in management and/or control of the business of Base Corporation Ltd. During implementation of the Resolution Plan; and/or (e) the holding company, subsidiary company, associate company or related party of any person referred to in (c) and/or (d)
 - (a) is an undischarged insolvent;
 - (b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - (c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, 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 at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the

Base Corporation Limited

corporate debtor.

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to nonperforming asset accounts before submission of resolution plan.

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

- (d) has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule;
or
 - (ii) for seven years or more under any law for the time being in force;

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment.

Provided further that this clause shall not apply in relation to a connected person.

- (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 assessing the securities markets;
- (g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction
- (h) on or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- (i) 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 this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (j) is subject to any disability corresponding to (a) to (h) above under any law in a jurisdiction outside India.
- (k) has a connected person not eligible under clauses (a) to (i).

Yours sincerely,

.....
[Signature and name of Attorney / authorized signatory of the Resolution Applicant] Rubber stamp/seal of the Resolution Applicant

Base Corporation Limited

[to be notarized by a notary public]

AFFIDAVIT

I, [name of the deponent], being the [Director / Authorised Signatory] of [insert name of the resolution applicant] (“**Resolution Applicant**”) currently residing at [insert address], do solemnly state on oath, declare and affirm that all that is stated in paragraphs 1 and 2 of the IB Code related Undertaking dated [insert date of additional undertaking] is true, correct and complete to my personal knowledge.

Solemnly, affirmed at [insert place] on the _____ day of _____ 20 ____

Before me,

Notary / Oath Commissioner

Deponent's
Signature

Notes:

- (1) In case of the Resolution Applicant being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.
- (2) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.

Base Corporation Limited

FORMAT IV - AUTHORIZATION

(On non – judicial stamp paper duly attested by a Notary Public. If any of the financial institutions, banks etc. are based in foreign countries, this Authorization should additionally meet the requirements as to form as are required by such foreign financial institutions, banks etc.)

The undersigned hereby authorize(s) and request(s) all the financial institutions, banks, multilateral lending agencies, public trusts, funds (which are registered with the SEBI) of the Resolution Applicant, as per the list set out as ‘Annexure A–List of Bankers’ in the RFRP, including subsidiaries and branches of the aforementioned, to furnish pertinent information deemed necessary and requested by the Resolution Professional, to verify the authenticity of the documents / information submitted by the Resolution Applicant and / or regarding the financial standing and general reputation of the Resolution Applicant, in respect of the Resolution Plan under the request for Resolution Plan dated [●] (“RFRP”) issued by RP.

Capitalized terms shall have the meaning given to such terms in the RFRP.

For and on behalf of M/s.....

[Signature and Name of the Attorney as per **Format II** – Power of Attorney]

Company rubber stamp / seal of the Resolution Applicant

.....
(Signature of Notary Public)

Notes:

- (1) In case of the Resolution Applicant being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.
- (2) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.

Annexure A List of Bankers

Bank/Financial Institution	Address of the Branch	Name of the Contact Person / email-id	Designation	Landline/Mobile Number of the Contact Person

Base Corporation Limited

FORMAT V - FINANCIAL PROPOSAL

(On the letter head of the Resolution Applicant)

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar
Extension, Shahdara, Delhi-110032

Dear Sir,

Sub: Financial Proposal relating to Base Corporation Ltd. (“Corporate Debtor”)

Set out below is the extracts of the Financial Proposal set out in the Resolution Plan

[The Resolution Applicant shall provide the details of the terms and conditions of the Proposed Transaction containing the following details:

1. Proposal for Outstanding Debt

[The Resolution Applicant shall submit a proposal for the Outstanding Debt consisting of all terms and conditions being offered in relation to the Outstanding Debt including the proposed issuance of / conversion into financial instruments, whether convertible or non-convertible, including debt, preference shares, debentures, etc. The Resolution Applicant shall, for each of the instruments proposed, provide the following terms or terms of similar nature as are required for each such instrument. For the avoidance of doubt, where the Financial Proposal includes convertible instruments, the terms of conversion of such instrument shall be clearly set out in the Financial Proposal.]

- a) *Treatment of Outstanding debt with type of instrument and amount for each*
 - i. *To be paid as upfront cash;*
 - ii. *To be retained as continuing/ residual debt including any novation;*
 - iii. *To be converted into the relevant instrument – preference shares, debentures, new debt instrument etc.;*
- b) *Interest rate / coupon / Rate of return for relevant instruments;*
- c) *Principal and interest moratorium, as applicable;*
- d) *Quarterly repayment schedule;*
- e) *Terms of conversion/ redemption as applicable; and*
- f) *Other key terms pertaining to the proposal for the Outstanding Debt.*

2. Proposal for funding by the Successful Resolution Applicant:

Base Corporation Limited

- a) *Aggregate amount of additional funds to be infused by the Resolution Applicant as Successful Resolution Applicant Contribution to effect the payment to Financial Creditors in relation to Outstanding Debt as per the Resolution Plan.*
- b) *Sources of funds for payment referred above*
- c) *Nature / type of instrument for infusion of the Successful Resolution Applicant Contribution into the Corporate Debtor and key terms thereof*
- d) *Proposed timelines for completion of the funding by the Successful Resolution Applicant*

[Documentary proof establishing the external rating of the guarantor will have to be submitted. In case of domestic entities, rating from only external rating agencies as accredited by RBI and in case of overseas entities, rating from only the following external rating agencies shall be accepted: Standard & Poor's, Moody's Investors Service and Fitch. In case of submission of rating from any other agency, the guarantor shall be treated as unrated.]

[Support in the nature of undertakings shall not be considered as financial support for the purpose of evaluation of the Financial Proposal]

3. *Proposal for meeting/protecting the interest of all other stakeholders (other than financial creditors), along with timelines for proposed payments to such stakeholders and sources of funds for the same.*
4. *Planned infusion for meeting requirement of business operations - capital expenditure, working capital, any such other expense. Proposed means of finance and key terms of the same, if not equity in nature (amount, interest rate offered, tenor, quarterly repayment schedule etc.)*
5. *Detailed financial projections for the tenor of the Outstanding Debt including detailed financial projections should include order book projections (including revenue projections) from all sources, profit and loss, balance sheet, and cash flow ratios and assumptions.*

[Resolution Applicant to ensure that the terms provided are in compliance with Applicable Law including any change of such terms pursuant to discussions with the Resolution Professional or members of CoC of the Corporate Debtor.]

We understand that the members of the CoC have further right to renegotiate the terms of this Financial Proposal and the decision of the CoC and the Resolution Professional (acting on instructions of the CoC) in selection of the Resolution Applicant and / or the Successful Resolution Applicant shall be final and binding on us.

Yours faithfully

(Signature and stamp (on each page) of Managing Director/Full time Director /Chief Executive Officer of the Resolution Applicant)

Base Corporation Limited

Name:

Date:

Place:

[Please also affix the common seal of Resolution Applicant]

[Insert name of the Resolution Applicant] has been affixed in my / our presence pursuant to the resolution of the board of directors of [Insert name of the Resolution Applicant], dated [●]

.....

.....

(Signature)

Name:

Designation:

WITNESS:

1)
(Signature)
Name
Designation
Date:

2)
(Signature)
Name
Designation
Date:

Base Corporation Limited

Base Corporation Limited

FORMAT VA - RESOLUTION PLAN

(on the letterhead of the Resolution Applicant)

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar
Extension, Shahdara, Delhi-110032

Dear Sir,

**Sub: Resolution Plan for Proposed Transaction of Base Corporation Ltd. (“Corporate Debtor”)-
Mandatory contents as laid down in the IB Code and the operations and management of
the Corporate Debtor**

Set out below is the Resolution Plan relating to the acquisition of the Corporate Debtor.

Resolution Applicants are mandatorily required to provide the following details:

- a) *Proposed plan for revival of operations of the business, including*
- (i) *proposal for payment of the Insolvency Resolution Process Cost in priority to the repayment of any other debts of the Corporate Debtor;*
 - (ii) *proposal for payment to operational creditors in priority over financial creditors and provides for payment to the financial creditors, who have a right to vote under sub-section (2) of section 21 of IB Code and did not vote in favour of the resolution plan, in priority over financial creditors who voted in favour of the plan.*
 - (iii) *proposal for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than-*
 - 1. *the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or*
 - 2. *the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53,*

whichever is higher, and
 - (iv) *proposal for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 of IB Code in the event of a liquidation of the Corporate Debtor.*
 - (v) *a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor*
 - (vi) *term of the Resolution Plan and its implementation schedule;*

Base Corporation Limited

- (vii) *stipulate mechanism regarding management and control of the affairs of the Corporate Debtor post the Transfer Date;*
- (viii) *manner of implementation and supervision of the Proposed Transaction;*
- (ix) *declaration to the effect that the Resolution Plan is not in contravention of provisions of the Applicable Law*
- (x) *provide for the details (as defined in CIRP Regulations) of the resolution applicant and other connected persons (as defined in CIRP Regulations) to enable the committee to assess the credibility of such applicant and other connected persons to take a prudent decision while considering the resolution plan for its approval*
- (x) *provide an exhaustive list of the conditions precedent to effectiveness of the Resolution Plan. Each resolution applicant is requested to include the following clause in the Resolution Plan:*

“Notwithstanding anything to the contrary contained in this resolution plan or any other documents including any definitive documents, the Resolution Applicant [together with the co-applicants] agrees and confirms that there are no conditions, assumptions and/or qualifications for effectiveness of the Resolution Plan by the resolution applicant [and co-applicants], whether before approval by NCLT or thereafter until the [Effective Date] other than the following conditions precedent:

- (1) _____; and
- (2) _____ [RA to set out the conditions precedent / conditions] (“Conditions Precedent”)

The Resolution Applicant [and the co-applicants] hereby jointly and severally, and unconditionally and irrevocably agree and undertake to implement and give effect to the transactions contemplated in the resolution plan immediately upon completion of the Conditions Precedent.”]

Resolution Applicants are also requested to provide the following details:

- (xi) *Proposal for the takeover and execution of the existing operations;*
- (xii) *Details of the proposed transaction structure including payment mechanism and timeline of payment to different stakeholders and takeover of Corporate Debtor*
- (xiii) *Treatment of third party security interest*
- (xiv) *Action plan for building the capability required (technical, financial, manpower etc.) to ramp up the scale of operations;*
- (xv) *Action plan for future execution;*

Base Corporation Limited

- (xvi) *Planned infusion for meeting requirement of business operations - capital expenditure, working capital, any such other expense. Proposed means of finance and key terms of the same, if not equity in nature (amount, interest rate offered, tenor, quarterly repayment schedule etc.)*
- (xvii) *Detailed financial projections (in the form of a linked MS Excel file) for the tenor of the Outstanding Debt including detailed financial projections should include profit and loss, balance sheet, and cash flow ratios and assumptions*
- b) *Details of experience in the pharmaceutical sector (product/ services, equity shareholding, financial indicators for the preceding 5 (five) years etc.)*
- c) *“know your customer” details of the Resolution Applicant and its Parent Company (and any other Person as may be required by the Resolution Professional)*
- d) *Such other additional information as the Resolution Applicants or the Resolution Professional may deem appropriate.*

We understand that the Resolution Professional have further right to renegotiate the contents of this Resolution Plan and the decision of the CoC and / or the Resolution Professional (acting on the instructions of the CoC) in the selection of the Resolution Applicant and / or the Successful Resolution Applicant shall be final and binding on us.

Yours faithfully

(Signature and stamp (on each page) of Managing Director/Full time Director /Chief Executive Officer of the Resolution Applicant)

Name:

Date:

Place:

[Please also affix common seal of Resolution Applicant]

[Insert name of the Resolution Applicant] has been affixed in my / our presence pursuant to the resolution of the board of directors of [Insert name of the Resolution Applicant], dated [●]

.....

.....

(Signature)

Name:

Designation:

WITNESS:

1)

(Signature)

Name

Designation

Base Corporation Limited

Date:

2)

(Signature)

Name

Designation

Date:

Base Corporation Limited

FORMAT VI - UNDERTAKING BY RESOLUTION APPLICANT

[On the letter head of the Resolution Applicant]

Resolution Applicant's Undertaking

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar
Extension, Shahdara, Delhi-110032

Dear Sir,

Sub: Resolution Applicants' undertaking in relation to the Resolution Plan in response to request for Resolution Plan issued by RP dated [●] ("**RFRP**") in the matter of Base Corporation Ltd.

1. We, [*Insert name of the Resolution Applicant*] ("**Resolution Applicant**"), refer to the RFRP and provide our unconditional acceptance of the terms and conditions of the RFRP as amended from time to time in accordance with the procedure set out under the RFRP, including but not limited to the Disclaimer contained in the RFRP. Further and in relation to the said RFRP and the Resolution Plan Submission Process set out there under, the Resolution Applicant undertakes, agrees and acknowledges that the Resolution Applicant (collectively, the "**Undertaking**"):
 - a) shall execute all such deeds and documents as may be required to be so executed pursuant to the completion of the Resolution Plan Submission Process;
 - b) has submitted the Resolution Plan and other requisite documents strictly as per forms prescribed in the RFRP, without any deviations or conditions and without setting out any assumptions or notes qualifying the Resolution Plan;
 - c) the Resolution Plan shall be valid up to the end of the period set out under clause 1.8.3 of the RFRP;
 - d) the Resolution Plan has been duly signed by a director of the Resolution Applicant as a Representative;
 - e) has submitted a duly executed power of attorney in original signed by a person authorised by the board of the Resolution Applicant in a duly convened board meeting;
 - f) has obtained all the corporate authorizations required or expedient under Applicable Law for the submission of the Resolution Plan;
 - g) shall, except as otherwise required under the RFRP, upon being notified as the Successful Resolution Applicant, pay such amounts and consideration as set out in the Resolution Plan in the manner agreed to between the Resolution Applicant and the CoC at terms mutually agreeable to CoC and the Resolution Applicant strictly in accordance with the procedure set out under the RFRP;

Base Corporation Limited

- h) shall, prior to the Transfer Date, execute such agreement(s) as may be required as a part of the Resolution Plan, with a technical partner, to the satisfaction of the Resolution Professional
 - i) has provided all information and data during this Resolution Plan Submission Process, in a manner that is true, correct, accurate and complete and no such information, data or statement provided by the Resolution Applicant is inaccurate or misleading in any manner; and
 - j) has submitted a Resolution Plan that conforms to the requirements of the RFRP as on the date of this Undertaking and confirms that:
 - k) the Resolution Applicant has a non-default external rating;
 - l) the Parent entity, the Ultimate Parent, the Group Companies, and Affiliates are not classified as non-performing assets by the lenders to the aforementioned entities;
 - m) none of the Group Companies, Affiliates, Parent Company, Ultimate Parent or any of the promoters or directors of the Group Companies, Affiliates, Parent Company or Ultimate Parent feature in the defaulters list published by the RBI and / or TransUnion CIBIL Limited (formerly Credit Information Bureau (India) Limited);
 - n) there are no proceedings pending or threatened, and there has been no penalty or fine imposed, by the Securities and Exchange Board of India, against the Resolution Applicant or the promoters or the directors of the Resolution Applicant.
 - o) there are no criminal proceedings pending or decreed against the Resolution Applicant or the promoters or the directors of the Resolution Applicants;
 - p) there has been no action against the Resolution Applicant or promoters or directors of the Resolution Applicant by a regulatory or governmental authority;
 - q) neither the Resolution Applicant nor a subsidiary, affiliate, or holding company of, or any other Person related to, the Resolution Applicant is an existing promoter or belongs to the existing promoter group; and
 - r) the Resolution Applicant is in compliance with Applicable Law.
2. We further undertake and confirm that the Financial Proposal submitted as part of the Resolution Plan is unconditional and irrevocable and acknowledge and agree that the CoC reserves the right to negotiate better terms with the Resolution Applicants and any decision taken by the CoC and /or the Resolution Professional in relation to the Resolution Plan and the Resolution Plan Submission Process shall be final and binding on the Resolution Applicant. Further, in addition to the undertaking set out under clause 1 (i) above, the Resolution Applicant confirms that all the confirmations, declarations and representations made in the Resolution Plan are valid as on the date of this Undertaking and acknowledge that Authorised Representative or the Resolution Professional (acting on the instructions of the CoC) may at their sole discretion be free to cancel our Resolution Plan and encash the Earnest Money Deposit where such confirmations, declarations and representations are found

Base Corporation Limited

to be incorrect or misleading.

3. Capitalised terms used herein but not defined shall have the meaning assigned to such term in the RFRP.

Thanking you

Yours sincerely

.....

*[Signature and name of Attorney as per **Format II**–Power of Attorney]* Rubber stamp/seal of the Resolution Applicant

Base Corporation Limited

FORMAT VII - BOARD RESOLUTIONS

(On the letter head of the Resolution Applicant)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS (“**BOARD**”) OF [Insert name of the Resolution Applicant] (“**COMPANY**”) IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the expressions of interest dated [●] (“**EOI**”), and the subsequent request for resolution plan dated [●] (“**RFRP**”) of Base Corporation Ltd. (“**BCL**”), the Company has been shortlisted by the Resolution Professional (acting on the instructions of the Committee of Creditors), for the purpose of submission of the Resolution Plan.

In view of the above, the Board has resolved as follows:

“RESOLVED THAT any of the directors of the Company, be and is hereby authorised to take all the steps required to be taken by the Company for the submission of the Resolution Plan (which includes the Financial Proposal and the Resolution Plan) in accordance with the terms of the RFRP, including the following:

- (a) submit the Resolution Plan (which includes the Financial Proposal and the Resolution Plan) and other requisite documents, in accordance with the terms of the RFRP;
- (b) execute all other agreements, deeds, writings and power of attorney as may be required in relation to the RFRP, including any amendments or modifications as may be suggested by the Resolution Professional (on the instructions of the Committee of Creditors of BCL) and/or the Committee of Creditors of BCL to any of such executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the RFRP;
- (c) negotiate the terms and conditions in the Resolution Plan, with the members of the Committee of Creditors of BCL;
- (d) pay such amounts and consideration, in the manner as may be agreed with the CoC, in accordance with the procedure set out under the RFRP; and
- (e) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard.”

“RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of [the Company Secretary / any two of the Directors of the Company].”

Certified to be true

For the Company

Base Corporation Limited

Director(s) / Company Secretary

Notes:

- 1) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 2) In case of the Board Resolution being provided by a company incorporated in India, the Board Resolution shall to be notarized by a notified notary. In the event the Board resolution is from a company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the company.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.
- 4) The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the Company.

Base Corporation Limited

FORMAT VIII - EARNEST MONEY DEPOSIT GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)

In light of the Resolution Plan for Proposed Transaction of Base Corporation Ltd. submitted by.....[*Insert name of the Resolution Applicant with address*] and as per the provisions of the RFRP dated [●] and as amended from time to time, issued by RP and any other required documents, the [*Insert name and address of the bank issuing the guarantee and address of the head office*](“**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to IDBI Bank Ltd,(hereinafter referred to as “**the Bank**”) forthwith on demand in writing from the Bank or any officer authorised by it in this behalf, any amount up to and not exceeding INR 1,00,00,000 (Indian Rupee One Crore only) on behalf of M/s. [*Insert name of the Resolution Applicant*] (“**Bank Guarantee**”).

This Bank Guarantee shall be valid and binding on the Guarantor Bank up to and including [*Insert date of validity of the Earnest Money Deposit Guarantee*] and shall in no event be terminable, for any change in the constitution of the Guarantor Bank and/or the Bank or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between [*Insert name of the Resolution Applicant*] (“**Resolution Applicant**”) and the Bank (acting on the instructions of the Committee of Creditors of Base Corporation Ltd., as defined under the RFRP).

Our liability under this Bank Guarantee is restricted to [●] only. Our Guarantee shall remain in force until..... [*Insert the date of validity of the Earnest Money Deposit as per clause 1.9 of the RFRP*]. The Bank shall be entitled to invoke this Guarantee up to 30 (thirty) days from the last date of the validity of this Earnest Money Deposit Guarantee by issuance of a written demand to invoke this Guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Bank (made in any format) raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to [●].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, [*Insert name of the Resolution Applicant*] and / or any other person. The Guarantor Bank shall not require the Bank to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against the procurer(s) in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this Bank Guarantee to take any action in any court

Base Corporation Limited

or arbitral proceedings against the Resolution Applicant, to make any claim against or any demand on the Resolution Applicant or to give any notice to the Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Resolution Applicant.

The Guarantor Bank hereby agrees and acknowledges that the Bank shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to [●] and it shall remain in force until [*Insert date as per clause 1.9 of the RFRP*], with an additional claim period of 30 (thirty) days thereafter. This Bank Guarantee shall be extended from time to time for such period, as may be desired by the Resolution Applicant. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if [●] serves upon us a written claim or demand.

In witness whereof the Guarantor Bank, through its authorised officer, has set its hand and stamp on this day of at

Witness:

- | | | |
|----|---|-----------------------------|
| 1. |
Name and Address. | Signature
Name: |
| 2. |
Name and Address
Attorney as per power of attorney No | Designation with Bank Stamp |

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

- (1) The Stamp paper should be in the name of the Guarantor Bank.

Base Corporation Limited

FORMAT VIII A - PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution. The stamp paper should be in the name of the guarantor bank.)

<Beneficiary Name>

1. In consideration of[*Insert name of the Successful Resolution Applicant with address*] (hereinafter called the “**Successful Resolution Applicant**”) agreeing to undertake the obligations under the Request for Resolution Plan (hereinafter called “**RFRP**”) dated [•] and any other required documents, issued by RP (without any person liability) (on behalf of the Committee of Creditors) in respect of the Resolution Plan for Base Corporation Ltd (hereinafter called the “**Company**”) the [*Insert name and address of the bank issuing the guarantee and address of the head office*] (hereinafter called the “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to IDBI Bank Ltd, (hereinafter referred to as “**the Bank**”) forthwith on demand in writing from any officer authorised by it in this behalf, any amount up to and not exceeding INR [•] (Indian Rupees [•] only) on behalf of [*Insert name of the Successful Resolution Applicant*] (hereinafter called “**Performance Bank Guarantee**”) against any and all loss and/or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Resolution Applicant of any of the terms and conditions contained in the RFRP.
2. We, [*Insert name of bank*] do hereby undertake to pay the amounts due and payable under this Performance Bank Guarantee without any demur, merely on a demand from the Bank including from any officer authorised by it in this behalf. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Performance Bank Guarantee. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding INR [•] (Indian Rupees [•] only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Successful Resolution Applicant in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
4. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by..... [*Insert name of the Successful Resolution Applicant*] and / or any other person. Neither the Guarantor Bank shall not require the Bank to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against the procurer(s) in respect of any payment made hereunder.

Base Corporation Limited

5. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Successful Resolution Applicant shall have no claim against us for making such payment.
6. We, the Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect for a period of 6 (six) months from the date hereof and that it shall continue to be enforceable till all the dues of the Successful Resolution Applicant in relation to the Resolution Plan and /or under or by virtue of the RFRP have been fully paid and its claim satisfied or discharged or till the RP certifies that the Resolution Plan has been effected and that the terms and conditions of the RFRP have been fully and properly carried out by the said Successful Resolution Applicant. The RP shall be entitled to invoke this Performance Bank Guarantee up to 30 (thirty) days from the last date of the validity of this Performance Bank Guarantee by issuance of a written demand to invoke this Performance Bank Guarantee.
7. We, the Guarantor Bank, further agree that the Bank and/or the CoC shall have the fullest liberty without our consent to vary any of the terms and conditions of the RFRP or to extend time of performance by the said Successful Resolution Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the said Successful Resolution Applicant and to forbear or enforce any of the terms and conditions relating to the RFRP. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Successful Resolution Applicant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. This Performance Bank Guarantee shall be valid and binding on the Guarantor Bank and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the parties. This Performance Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.
9. This Performance Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction. The Guarantor Bank represents that this Performance Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
10. This Performance Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this Performance Bank Guarantee to take any action in any court or arbitral proceedings against the Successful Resolution Applicant, to make any claim against or any demand on the Successful Resolution Applicant or to give any notice to the Successful Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Successful Resolution Applicant.
11. We, [●], lastly undertake not to revoke this Performance Bank Guarantee during its

Base Corporation Limited

currency. NOTWITHSTANDING anything contained herein:

1. This Performance Bank Guarantee shall be valid till [*Insert the date of validity of the PBG as per the RFRP*].; and

2. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only and only if you serve upon us a written claim or demand on or before the.....

3. This Performance Bank Guarantee shall be extended from time to time for such period, as may be desired by RP. We are liable to pay the guaranteed amount or any part thereof under this Performance Bank Guarantee only if RP serves upon us a written claim or demand.

This Performance Bank Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

In witness whereof the Guarantor Bank, through its authorised officer, has set its hand and stamp on this Day of at

Witness:

1.

Signature.

Name and Address

Name:

2.

Designation with Bank Stamp

Name and Address

Attorney as per power of attorney No

For:

..... [*Insert Name of the Bank*] Banker's Stamp and Full Address:

Dated this day of 20....

Notes:

Base Corporation Limited

FORMAT IX - EARNEST MONEY DEPOSIT AMOUNT PAYMENT BY AN ASSOCIATE

COMPANY

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar
Extension, Shahdara, Delhi-110032

[Copy to:]
[Insert name of the Resolution Applicant with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Resolution Applicant in relation to Base Corporation Ltd.

In light of the Resolution Plan for Proposed Transaction of Base Corporation Ltd. submitted by[Insert name of the Resolution Applicant with address] in accordance with and subject to the provisions of the Request for Resolution Plan dated [] in relation to the captioned transaction (“**RFRP**”), issued by RP and any other relevant documents,

[Insert name and address of the Associate Company and address of the head office] hereby declares and confirms it is [an / the] [Insert relationship of the Associate Company with the Resolution Applicant] of the Resolution Applicant (“**Associate Company**”), and the payment of the Earnest Money Deposit amount vide [Insert mode of payment] (“**Payment**”) is on behalf of the Resolution Applicant.

The Associate Company acknowledges that such amounts paid as Earnest Money Deposit shall be subject to the terms of the RFRP and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the RFRP.

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Resolution Applicant is in compliance with Applicable Law.

Capitalised terms used but not defined in this letter shall have the meanings ascribed to such terms in the RFRP.

Thanking you

Yours sincerely,

.....
[Signature and name of the Authorised Officer of the Associate Company] Rubber stamp/seal of the

Associate Company

Base Corporation Limited

ACKNOWLEDGMENT

We hereby acknowledge and confirm the statements set out above by the Associate Company.

Yours sincerely,

.....

[*Signature and name of the Authorised Officer of the Resolution Applicant*] Rubber stamp/seal of the Resolution Applicant.]

Base Corporation Limited

FORMAT IXA - PBG AMOUNT PAYMENT BY AN ASSOCIATE COMPANY

To
Aashish Gupta
Resolution Professional
In the matter of Base Corporation Ltd.
1/4852, Gali No. 10, Balibir Nagar
Extension, Shahdara, Delhi-110032

[Copy to:]

[Insert name of the Resolution Applicant with address]

Dear Sir,

Sub: Payment of the amounts of the PBG on behalf of the Resolution Applicant in relation to Base Corporation Ltd.

In light of the Resolution Plan for Proposed Transaction of Base Corporation Ltd submitted by[Insert name of the Successful Resolution Applicant with address] in accordance with and subject to the provisions of the Request for Resolution Plan dated [] in relation to the captioned transaction (“**RFRP**”), issued by RP and any other relevant documents,

[Insert name and address of the Associate Company and address of the head office] hereby declares and confirms it is [an / the] [Insert relationship of the Associate Company with the Successful Resolution Applicant] of the Successful Resolution Applicant (“**Associate Company**”), and the payment of the

PBG amount vide [Insert mode of payment] (“**Payment**”) is on behalf of the Successful Resolution Applicant. The Associate Company acknowledges that such amounts paid as PBG shall be subject to the terms of the RFRP and hereby waives any right to claim any refund or adjustment of the amounts of such payment except in accordance with the terms of the RFRP.

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Successful Resolution Applicant is in compliance with Applicable Law.

Capitalised terms used but not defined in this letter shall have the meanings ascribed to such terms in the RFRP.

Thank you.

Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Associate Company]

Rubber stamp/seal of the Associate Company

ACKNOWLEDGMENT

Base Corporation Limited

We hereby acknowledge and confirm the statements set out above by the Associate Company.

Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Successful Resolution Applicant]

Rubber stamp/seal of the Successful Resolution Applicant

Base Corporation Limited

FORMAT X - CHECKLIST FOR SUBMISSION OF RESOLUTION PLAN

(On the letter head of the Resolution Applicant)

S.N	Format No.	Submission of Resolution Plan Requirements	Response (Y/N)
1.	I	Covering Letter for submission of Resolution Plan	
2.	II	Power of Attorney	
3.	III	Composition and Ownership Structure of the Resolution Applicant	
4.	IIIA	IB Code related Undertaking by Resolution Applicant	
5.	IV	Authorisation	
6.	V	Financial Proposal	
7.	VA	Resolution Plan	
8.	VI	Undertaking by the Resolution Applicant	
9.	VII	Board Resolutions	
10.	VIII	Earnest Money Deposit	
11.	VIIIA	Performance Bank Guarantee	
12.	IX	Earnest Money Deposit Amount Payment by an Associate Company	
13.	IXA	PBG Amount Payment by an Associate Company	
14.	X	Checklist for submission of Resolution Plan	
15.	XI	Track record in M&A of the Resolution Applicant	

Base Corporation Limited

FORMAT XI - TRACK RECORD IN M&A

A. Track record in M&A

Please provide the following information in relation to the experience of the Resolution Applicant in undertaking corporate M&A and experience in acquiring and turning around distressed assets. The details below should be provided for all the acquisitions undertaken by the Resolution Applicant and Affiliates in last five years where a management control was acquired by the Resolution Applicant by way of acquisition of shares or assets or business.

- (i) Date of transaction
- (ii) Details of the target
 - Name of the target
 - Target industry / Nature of business Distressed target* (Y/N)
- (iii) Type of transaction – Share purchase, primary issuance of shares, asset purchase, business transfer etc.
- (iv) Name of the seller
- (v) Deal value
- (vi) If the deal was disclosed publicly, please provide the relevant document such as stock exchange filing or press release for such an announcement
- (vii) Other comments – please specifically provide details on the instances of business turnaround in case of distressed target(s) and other material improvements brought into the acquired business by the Resolution Applicant.

Note:

If details of Affiliates are provided, please mention the name and relationship with Affiliate for each transaction.

Distressed target refers to the instance where the target was a lossmaking entity

B. Business profile of Resolution Applicant

Please provide the following information in relation to experience of the Resolution Applicant and its Affiliates in the plywood sector.

- (i) Nature of business carried out by the Resolution Applicant
- (ii) Nature of business carried out in the plywood sector
- (iii) Date of commencement of such business
- (iv) Whether such business is currently carried out or not

Note:

If details of Affiliates are provided, please mention the name and relationship with Affiliate.

Base Corporation Limited

FORMAT XII - FORMAT FOR SEEKING CLARIFICATION

S. No.	Clause Number in the RFRP and relevant extract of the Provision	Clarification Required