INVITATION

FOR

EXPRESSION OF INTEREST

(Pursuant to Final Order of Honourable NCLAT as passed in the hearing held on 27th

February 2019 in the matter of Servalakshmi Paper Limited (under Liquidation))

FOR

PROPOSING A SCHEME OF COMPROMISE OR

ARRANGEMENT

OF

SERVALAKSHMI PAPER LIMITED (IN LIQUIDATION)

WITH ITS CREDITORS OR MEMBERS

UNDER

SECTION 230 OF THE COMPANIES ACT, 2013

1. BACKGROUND

Servalakshmi Paper Limited (SPL) (under Liquidation), promoted by the Servall Group, has a waste paper based Paper production unit is situated at Kodaganallur Village, Vaduganpatti Post, I.C.Pettai, Tirunelveli, Tamil Nadu with a total installed production capacity of 90000 MTPA, making it one of the larger single location paper mills in India.

Due to shortage of working capital, the plant has been lying shut from November 2015. Though it appears promoters have made significant efforts to revive the plant, but the situation continued to be a stalemate due to various practical reasons.

M/s.Sakthi Energy Pvt Ltd, an Operational Creditor under Section 9 of Insolvency and Bankruptcy Code, 2016 filed an application for initiating Corporate Insolvency Resolution Process against the Servalakshmi Paper Ltd before the Hon'ble National Company Law Tribunal, Chennai Bench ("NCLT"). The application was admitted by NCLT vide its order dated 21st June 2017 and Mr. S. Dhanapal [CP/514/(IB)/CB/2017 was appointed as an Interim Resolution Professional by NCLT and was confirmed as Resolution Professional in the 1st meeting of the Committee of Creditors. The CIRP was extended for 90 days vide order dated 15th December 2017 and the CIRP period of 270 days expired on 17th March 2018.

Originally, Two Resolution plan [for Servalakshmi Paper Ltd ("SPL") while undergoing CIRP vide order in CP/514/(IB)/CB/2017 dated 21st June, 2017)] were submitted by two Resolution Applicants namely M/s. Asset Reconstruction Company (India) Limited and M/s. Sripathi Paper and Boards Private Limited and which was not considered for approval by the Committee of Creditors and an order for liquidation was passed by the Hon'ble NCLT on 24th April, 2018. Mr. S.Dhanapal was appointed as the Liquidator under the provisions of the I&B Code.

The said order dated 24th April 2018 was challenged before the Hon'ble National Company Law Appellate Tribunal, New Delhi (NCLAT). On 27th February 2019, the Hon'ble NCLAT upheld the order of liquidation with the direction that the Liquidator to take steps first under Section 230 of the Companies Act, 2013, on failure of which steps should be taken for outright sale of Corporate Debtor so as to enable employees to continue.

In compliance with the said order, Mr. S.Dhanapal, in his capacity as the Liquidator of SPL, invites Expression of Interest from potential Applicants interested in proposing a Scheme of Compromise or Arrangement with creditors or class of creditors and /or members or class of members of SPL in compliance to the provisions of Section 230 of the Companies Act, 2013, for the purpose of reviving SPL (hereinafter referred to as "Scheme of Compromise or Arrangement") in terms of and in compliance with the Final Order of Honourable NCLAT as passed in the hearing held on 27th February 2019 in the matter of Servalakshmi Paper Limited.

2. INVITATION FOR POTENTIAL APPLICANTS:

Mr. S.Dhanapal as the Liquidator of SPL invites Expression of Interest from interested parties who shall fulfill such eligibility criteria as set out in "Annexure B" and who are proposing Scheme of Compromise or Arrangement") in terms of and in strict compliance with the Final Order of Honourable NCLAT as passed in the hearing held on 27th February 2019 in the matter of Servalakshmi Paper Limited (copy of said Order is available at www.servalakshmi.co.in).

3. SUBMISSION OF EOI:

- a. Expression of Interest is invited in a sealed envelope superscripted as **<Expression of Interest for Scheme of Compromise/ Arrangement in SPL >**, in the format as set out in "Annexure A" hereto.
- b. Applicants should meet the eligibility criteria as set out in "Annexure B"
- c.Applicant shall submit the EOI along with the supporting documents set out as "Annexure C" and shall provide the details of the Applicant as set out in "Annexure D"
- d. Applicant shall submit the sealed envelope containing a completed set of EOI in hard copy along with the Annexures as stated above to the following address by post or deliver in person:

Mr. S.Dhanapal,
Liquidator of Servalakshmi Paper Ltd,
Suite No.103, First Floor, Kaveri Complex,
96/104, Nungambakkam High Road,
(Next to NABARD & ICICI Bank),
Nungambakkam, Chennai - 600 034.

e. Applicant shall also submit a soft copy of EOI along with annexures stated above vide email to csdhanapal.ibc@gmail.com

4. LAST DATE OF SUBMISSION OF EOI:

The last date for submission of Expression of Interest is up to 5th April 2019 till 5 PM.

Short-listing of Proposed Applicant (Applicant) and submission of Scheme of Compromise or Arrangement - All the EOIs received will be reviewed by Liquidator. The shortlisted Applicant who fulfills the eligibility criteria will be intimated within 7 days from the last date of receipt of EOI with further steps/ details.

Note:

- 1. The Liquidator shall reserve the right to cancel or modify the process without assigning any reason and without any liability. This is not an offer document and is issued with no commitment. Applicants should regularly visit the website of SPL i.e. Servalakshmi.co.in to keep themselves updated regarding clarifications/amendments/time-extensions, if any.
- 2. The Liquidator reserves the right to withdraw the Expression of Interest and change or vary any part thereof at any stage and also reserves the right to disqualify any potential Applicant, should it be so necessary at any stage.
- 3. No oral conversations or agreements with the Liquidator or any official, agent or employees of the Liquidator, the Creditor or any class of creditors, any member or class of members shall affect or modify any terms of Expression of Interest.
- 4. By submitting a proposal, each Applicant shall be deemed to acknowledge that it has carefully read the entire EOI and has informed itself as to all existing conditions and limitations.
- 5. Criteria for qualification Financial proposals of only those Applicants who meet the eligibility criteria (Business and Financial) specified in Annexure B will be considered. EOIs which do not meet the criteria shall be rejected.
- 6. The Applicant shall note that, all the powers of the Board of Directors, Key Managerial Personnel and the partners of the Corporate Debtor, as the case may be has ceased to have effect and has been vested in with the Liquidator of the Company.
- 7. Neither the Applicant nor any of representatives of the Applicant shall have any claims whatsoever against the Liquidator or its advisors or any of their officials, agents or employees arising out of or relating to this EOI.
- 8. By submitting its EOI, each Applicant shall be deemed to acknowledge that it has carefully read the entire IEOI and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.
- 9. The Applicant acknowledges that the investment in the Company shall be made by the Applicant on an "as is, where is" basis and the Liquidator will not be providing any

representations or warranties for the corporate debtor.

For any clarifications on the process of submission of EOI, please contact on csdhanapal.ibc@gmail.com.

Issued by:

Mr.S.Dhanapal

(IP Registration No.: IBBI/IPA-002/IP-N00060/2017-18/10112)

Address for Correspondence in this regard:

Suite No.103, First Floor, Kaveri Complex, 96/104, Nungambakkam High Road, (Next to NABARD & ICICI Bank), Nungambakkam, Chennai - 600 034. Reg email ID with IBBI:csdhanapal.ibc@gmail.com

"ANNEXURE - A"

FORMAT FOR EXPRESSION OF INTEREST

Date:	_
To,	
Mr. S.Dhanapal	
Liquidator of Servalak	shmi Paper Limited
(Company under Liqui	idation)

Subject: Expression of Interest ("EOI") for proposing a scheme of compromise or arrangement with creditors and members of the Servalakshmi Paper Limited (in liquidation) in compliance with section 230 of the Companies Act, 2013 and rules prescribed there under and in compliance with the Final Order of Honourable NCLAT("Scheme").

Dear Sir/Madam,

In response to the information made available in your website or other source] on inviting EOIs for Applicants proposing a scheme of compromise or arrangement with creditors or members of the Servalakshmi Paper Limited (in liquidation) in compliance with section 230 of the Companies Act, 2013 in SPL, we hereby submit our EOI for proposing said Scheme in compliance with the Final Order of Honourable NCLAT and in consonance with the statement and object of the Insolvency and Bankruptcy Code 2016.

We have attached necessary information requested in the format for EOI published on the website of SPL at www.servalakshi.co.in. The information furnished by us in this EOI is true, correct and accurate to the best of our knowledge. Based on this information we understand you would be able to evaluate our preliminary proposal in order to pre-qualify for the above-mentioned proposal.

We, however, understand that S.Dhanapal, Liquidator reserves their right to decide whether or not to pre-qualify our proposal without disclosing the reason whatsoever and that our proposal shall be subject to approval of the scheme of compromise or arrangement by the creditors or class of creditors, or members or class of members and thereafter by Hon'ble NCLT, in terms of the provisions of the Companies Act, 2013.

Sincerely yours,	
On behalf of the firm/compa	ny/organization:
Signature:	
Name of signatory:	
Designation:	
Company Seal/stamp	
Enclosures: (Annexures)	

"ANNEXURE - B"

ELIGIBILITY CRITERIA FOR QUALIFICATION

1. ELIGIBILITY CRITERIA

Proposals of only those Applicants who meet the qualifying criteria (business and financial) specified below in this Expression of Interest will be considered. EOIs which do not meet these criteria shall be rejected.

The Proposed Applicants' competence and capability is proposed to be established by the following parameters:

- a. Business Capacity; and
- b. Financial Capacity

a. Business Capacity Evaluation Criteria:

Turnover: The Applicant is required to have a turnover of at least INR 100,00,00,000 (Rupees One Hundred Crores) or more as per the last available audited financial statements.

Note: Turnover shall mean either gross income or gross revenue.

While providing the information and numbers for the turnover criteria, standalone turnover (i.e. gross income or gross revenue) along with the consolidated number with that of the promoter/ promoter group and/ or any of the group entities may be provided based on audited financial statements of preceding 3 (three) financial years of the Applicant and such entities.

b. Financial Capacity Evaluation Criteria:

Net Worth: Minimum Tangible Net Worth ("TNW") INR 100 Crore at the Group Level in the immediately preceding completed financial year. Net Worth shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include capital reserves including reserves created out of revaluation of assets, write back of depreciation and amalgamation.

"ANNEXURE - C"

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

- a. Profile of the Potential Applicant
- b. **Legal Documents:** Copies of Certificate of Registration and Constitutional Documents of the Potential Applicant
- c. **For Turnover:** Immediately preceding 3 (three) years audited financial results of the Potential Applicant and/or its promoter/promoter group or any other group company as per the qualification criteria
- d. A notarized declaration from the Applicant in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the qualification criteria. Please note that the Applicant shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the qualification criteria.
- e. Non-Disclosure Undertaking As given in Annexure E.
- f. Statement giving details if the applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved by the Adjudicating Authority at any time in the past.

"ANNEXURE – 'D'

DETAILS OF THE POTENTIAL APPICANT

a. Name and address:
Name of the Applicant:
Address:
Telephone No:
Fax:
Email:
b. Date of establishment of Applicant Company /Applicant Group:
c. Core area of expertise of the Applicant:
d. Contact Person:
Name:
Designation:
Telephone No:
Email:
e. PAN No. or equivalent details of Applicant

"ANNEXURE – E" NON-DISCLOSURE UNDERTAKING

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made on this day of 2019 by and between:
Mr. S.Dhanapal, being a registered insolvency professional with IP Registration No.: IBBI/IPA-002/IP-N00060/2017-18/10112, appointed as a Liquidator ("Disclosing Party /Liquidator") of Servalakshmi Paper Limited ("Company"), a company incorporated under the Companies Act, 1956 having its registered Kodaganallur Village, Vaduganpatti Post, I.C.Pettai, Tirunelveli, Tamil Nadu which is undergoing Liquidation process under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") and its applicable regulations, as amended from time to time, of the FIRST PART;
And
(The Disclosing Party/Liquidator and the Recipient/Sponsor hereinafter also referred to individually as a "Party" and collectively as the "Parties")
WHEREAS:
A. Pursuant to an invitation for expression of interest made available by the Liquidator in the website, the Liquidator had invited expressions of interest ("EOI") from applicant for the purpose of submission of Scheme of Compromise and Arrangement as per Section 230 of the Companies, Act, 2013 (" Scheme ") for the Company in accordance with the provisions of the Code. The Applicant, has accordingly, submitted its EOI to the Liquidator on
B. The Applicant proposes to submit a scheme in respect of the Company to the Liquidator, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Scheme, the Liquidator may provide the Applicant with access to relevant information in that respect, provided that the Applicant provides a confidentiality undertaking to the Liquidator with respect to such information provided.
C. In view of the above, the Liquidator will be sharing the relevant information, comprising/containing certain Confidential Information (as defined in Clause 1 below) with the applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the

terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

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

- 1. "Confidential Information" shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room ("VDR"), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the scheme. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
- (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, financial position of the Company;
- (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
- (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
- (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
- (v) any information belonging to identified third parties with whom the Company has business dealings;
- (vi) any proposed business deals, contracts or agreements to which Company is party;
- (vii) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP and information contained in VDR;
- 2. The Recipient shall at all times observe the following terms:
 - (i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;

- (ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
- (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
- (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the "Representatives"), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the Recipient. For the purposes of this Agreement, the term "Affiliate" shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term "Control" means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms "Controlling" and "Controlled by" or "under common Control" shall have corresponding meanings;
- (v) it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the purpose (other than to the extent permitted hereunder);
- (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential

Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;

- (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Scheme or contents of Scheme in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
- (ix) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement;
- (x) it shall protect against any unauthorised disclosure or use, any Confidential Information of the Company that it may have access to in any manner.
- 3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
 - (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the prior written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.

- 4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
- 5. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
- 6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.
- 7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
- 8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or wilful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
- 9. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Disclosing Party in relation to the liquidation process of the Company.
- 10. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that

may arise under this Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.

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

_	Party/Liquidator
Postal Address	:
Contact Person	· :
	:
For Recipient/ Postal Address	Applicant :
Postal Address	:
Postal Address	

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

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

- 13. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.
- 14. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

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

16. This Agreement shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the

courts of Chennai.

17. This Agreement comprises the full and complete agreement of the Parties hereto as at

the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the

Parties hereto, whether written or oral, expressed or implied.

18. The Disclosing Party acknowledges that, in the ordinary course of business, the

Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such

activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the

Code or with the liquidation process of the Company.

19. This Agreement may be executed in counterparts, each of which when taken together

shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised

representatives to set their hands the day and year first above written.

Signed by/ for and on behalf of the Disclosing Party/Liquidator

Name:

Designation:

in the presence of

Name: Designation:	
Doorgination.	
Signed by	
for and on behalf of	
the Recipient/Applicant	
Name:	
Designation:	
in the presence of	
Name:	
Designation:	