

**CLARIFICATION TO INVITATION TO SUBMIT EXPRESSION OF INTEREST
FOR KARAİKAL PORT PRIVATE LIMITED**
(UNDERGOING CORPORATE INSOLVENCY RESOLUTION PROCESS,
UNDER INSOLVENCY & BANKRUPTCY CODE, 2016)

The Invitation to submit Expression of Interest dated June 23, 2022 (“**IEOI**”), issued by the resolution professional of Karaikal Port Private Limited (“**KPPL**”) (“**Resolution Professional**”) in accordance with Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and uploaded on the website of Karaikal Port Private Limited is to be read in conjunction with the following clarifications, and Prospective Resolution Applicants (“**PRA**”) are required to take note of the same. All other terms, conditions and instructions provided in the IEOI shall continue to apply.

1. Eligibility Criteria:

It is hereby clarified that for the purposes of the Eligibility Criteria of PRAs as provided under the heading “Eligibility Criteria” in the IEOI, the Eligibility Criteria may be certified by a practicing Chartered Accountant or by a practising Company Secretary.

2. Earnest Money Deposit:

It is hereby clarified that the table under the heading “Earnest Money Deposit” in the IEOI providing the remittance details for the EMD stands updated as follows and all remittances of EMD by way of Demand Draft/NEFT/RTGS should happen in the following account:

Bank Name	Indian Bank
Account Name	Karaikal Port Private Limited
Branch Address	Harbour Branch, Chennai
Account Number	714477971
IFSC	IDIB000H003

It is further clarified that in addition to Demand Draft/NEFT/RTGS, the PRAs may submit the EMD by way of bank guarantee as given in Annexure herein (“**Bank Guarantee**”) executed in favour of “**Karaikal Port Private Limited**”, issued by any scheduled commercial bank in India. In case Bank Guarantee is proposed to be issued by a foreign bank, it must be confirmed by an Indian branch of a scheduled commercial bank in India, such that the Indian bank/branch which has confirmed the Bank Guarantee is liable to make the payment of such Bank Guarantee upon its invocation. Bank Guarantee should be payable at India in INR.

The Bank Guarantee shall be issued and renewed from time to time as may be required by the Resolution Professional and/or committee of creditors of the Corporate Debtor. The Bank Guarantee shall be valid for an initial period of nine months along with a claim period of 1 (one) year. In the event of any extensions in the timelines of the process, the Bank Guarantee shall be extended for the time periods as required by the Resolution Professional. It is hereby clarified that failure to renew/extend the Bank Guarantee by any PRA shall lead to ineligibility and disqualification of the PRA from the corporate insolvency resolution process of the Corporate Debtor.

Further, the Bank Guarantee shall also be capable of invocation upon the occurrence of any of the following events:

- (i) In case the Prospective Resolution Applicant is found to have made any misrepresentation or provided wrong information to the Resolution Professional or the members of the committee of creditors; or
- (ii) If the Prospective Resolution Applicant is found to be ineligible to submit the Resolution Plan as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time).

It is clarified that any such invocation of the Earnest Money Deposit submitted as a Bank Guarantee shall not limit any rights or remedies that the Resolution Professional or COC may have under applicable law or otherwise, against the PRA.

3. Submission of EOI:

In accordance with the revised Form G dated July 8, 2022, issued by the Resolution Professional, published in Financial Express, Business Standard, Daily Thanti, Makkal Kural, and Dinamani, and uploaded on the website of KPPL, the PRAs should submit the EOI through email on or before July 23, 2022, at inkpplip@deloitte.com.

Any capitalised terms used herein but not defined shall have the meaning assigned to such terms in the IEOI.

Annexure

BANK GUARANTEE

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

At the request of _____ the ("**Prospective Resolution Applicant**") and further to the Invitation to Submit Expression of Interest ("**IEOI**"), we, the _____
[Insert name and address of the bank issuing the guarantee and address of the head office]
 ("**Guarantor Bank**") hereby unequivocally, irrevocably and unconditionally guarantee to pay to Karaikal Port Private Limited (hereinafter referred to as "**the Beneficiary**") at its bank account number 714477971 maintained with the Indian Bank at its Harbor Branch Chennai having IFSC Code IDIB000H003, forthwith on receipt of a demand in writing from the Resolution Professional Mr. Rajesh Sureshchandra Sheth ("**Resolution Professional**") or any other person authorized by him in this behalf, any amount up to and not exceeding in aggregate (Rs. 5,00,00,000 (Rupees Five crores) on behalf of [•] *[Insert name of the prospective resolution applicant]* ("**Guarantee**" or "**Bank Guarantee**").

This Guarantee shall be valid and binding on the Guarantor Bank up to and including [•] or till such other date to which the Guarantor extends this Guarantee ("**Validity Date**") and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or for or 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 alterations made, given, or agreed with or without our knowledge or consent, by or between [•] *[Insert name of the Prospective Resolution Applicant]* and the Beneficiary.

We, *[Insert name of bank]* do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur, merely on receiving a written demand from the Resolution Professional or any other person authorized by him 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 Bank Guarantee.

Our aggregate liability under this Guarantee is restricted to Rs. 5,00,00,000 (Rupees Five crores only). Our Guarantee shall remain valid and in force up to and including the Validity Date. The Beneficiary shall be entitled to invoke this Guarantee up to one (1) year from the Validity Date by issuance of a written demand to invoke this Guarantee.

We undertake to pay to the Beneficiary any money so demanded not exceeding in aggregate Rs. 5,00,00,000 (Rupees Five crores only). Notwithstanding any dispute or disputes raised by the Prospective Resolution Applicant or any other person relating thereto, our liability under this present Bank Guarantee is absolute and unequivocal. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Beneficiary (made in any format) raised at the above-mentioned address of the Guarantor Bank, to make the said payment to the Beneficiary.

The Guarantor Bank shall make payment hereunder on receipt of first written demand without

restriction or conditions and notwithstanding any objection by [●] *[Insert name of the prospective resolution applicant(s)]* and/or any other person. The Guarantor Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary, Resolution Professional, any member of the Committee of Creditors of the Beneficiary, the Corporate Debtor or any of their representatives and/or advisors in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts/tribunals at Chennai 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 Beneficiary shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Prospective Resolution Applicant, to make any claim against or any demand on the Prospective Resolution Applicant or to give any notice to the Prospective Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Prospective Resolution Applicant.

The Guarantor Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit. Provided that in case of partial demand, the liability of the Guarantor Bank under this Guarantee shall automatically get reduced to the extent of amount partly paid.

In addition to the other events provided in the IEOI, the Beneficiary shall have the right to invoke the Bank Guarantee in case the Bank Guarantee is not renewed/extended at least 15 days prior to the Validity Date (where such renewal/extension has been required by the Resolution Professional/Beneficiary).

We, the Guarantor Bank, further agree that the Beneficiary, the RP and/or the Committee of Creditors of the Beneficiary shall have the fullest liberty without our consent to vary any of the terms and conditions of the IEOI or to extend time of performance by the said Prospective Resolution Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary against the said Prospective Resolution Applicant and to forbear or enforce any of the terms and conditions relating to the IEOI. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Prospective 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.

The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee shall not exceed in aggregate Rs. 5,00,00,000 (Rupees Five crores only).

Notwithstanding anything contained hereinabove, this Bank Guarantee shall be valid up to and including the Validity Date and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only, if a written claim or demand is served on the bank before

the expiry of one year from the Validity Date. Thereafter we shall stand discharged from all our liability under this Guarantee and all your rights under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original or returned to us or not.

We, [•], lastly undertake not to revoke this Bank Guarantee during its currency.

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

Witness:

1.....

Name and Address.

2.

Name and Address.

Signature:

Name:

Designation with Bank Stamp 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:

THE STAMP PAPER SHOULD BE IN THE NAME OF THE GUARANTOR BANK