

**Invitation for Proposing a Scheme for Compromise or Arrangement under Section 230 of the Companies Act, 2013 by the Creditors and/or Members of Zion Steel Limited (in Liquidation) under the Insolvency and Bankruptcy Code**

## 1. Introduction

### **Background:**

Zion Steel Limited- in Liquidation ("**the Company**" or "**ZSL**") was incorporated in 2006 and registered under the Companies Act, 1956 having its registered office at Vill: Gobira, P.O. Kuarmunda, P.S – Birmitrapur, Sundargarh, Odisha-770039, India, with corporate identification number U27109OR2006PLC017026 and is primarily engaged in the business of rolling alloy billets to produce rounds of size 20mm to 50mm and MS billets to produce TMT of 8mm to 24mm ZSL has a 120,000 MTPA rolling mill which is situated adjacent to the steel production facility of Adhunik Metaliks Limited ("**AML**") in Odisha. It also consists of reheating furnace and inspection and dispatch area. ZSL's rolling mill was being utilized solely for the conversion of AML's products. .

In 2017, an application was filed under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") for initiating the corporate insolvency resolution process ("**CIRP**") of the Company by State Bank of India ("**Financial Creditor**"). The National Company Law Tribunal ("**NCLT**"), Kolkata Bench by its order dated August 3, 2017 admitted the CIRP application filed against the Company and appointed Mr. Sumit Binani as the interim resolution professional of the Company. The appointment of Mr. Sumit Binani as the Resolution Professional ("**RP**") of the Company was approved by the Committee of Creditors ("**CoC**") on September 4, 2017.

During the CIRP of the Company, resolution plan submitted by Liberty House Group was approved by the members of CoC of the Company. The relevant Adjudicating Authority also approved the said plan in July 2018.

However, Liberty House Group, the successful resolution applicant failed to implement the resolution plan for the revival of the Company. As such, vide its order dated July 08, 2019, the Hon'ble Adjudicating Authority has initiated the liquidation proceedings of the Company and appointed the RP, Mr Sumit Binani as the Liquidator for the same.

The liquidator, had accordingly, issued a Public Announcement on July 10, 2019 for invitation of fresh claims from all stakeholders under the liquidation process. However, there was a subsequent stay on the liquidation order by Hon'ble National Company Law Appellate Tribunal ("**NCLAT**") on July 17, 2019. This stay has now been vacated in lieu of the relevant interim order passed by Hon'ble NCLAT on August 28, 2019.

The Hon'ble NCLAT, vide the said order has directed the Liquidator to proceed in terms of the decision passed by NCLAT in *Y. Shivram Prasad v. S. Dhanapal*.

In compliance with the aforesaid direction, the Liquidator herein once again caused a public announcement dated August 30, 2019, reissued a Public Announcement on August 30, 2019 on

behalf of the Company seeking claims from their respective stakeholders on or before September 27, 2019.

Further, the liquidator in terms of the said order of Hon'ble NCLAT also caused a public announcement on September 9, 2019 inviting prospective bidders for submission of a scheme of compromise and arrangement with creditors under Section 230 of the Companies Act, 2013 ("**Scheme**") in Business Standard (*All India edition*).

## 2. Invitation from potential applicants:

### 2.1 Eligibility

Proposal for Scheme is invited from the following category of people:

- a. Member(s) of the Company;
- b. Financial Creditors of the Company; and
- c. Operational Creditors of the Company.

The expressions *financial creditor* and *operational creditor* shall have the meaning ascribed to them in IBC.

### 2.2 Access to Virtual Data room

To gain access to the Virtual Data Room (VDR), the prospective Scheme Applicant must (a) execute the non-disclosure agreement in the format prescribed at **Annexure D**; and (b) pay a non-refundable Virtual Data Room (VDR) access Fees on INR 50,000 (Rupees fifty thousand only) + GST thereon, by drawing Demand Drafts payable in Kolkata favoring Zion Steel Limited (In Liquidation) or by NEFT/RTGS instructions (bank details for remittance provided below).

Bank Name: **State Bank of India**

IFSC Code: **SBIN009998**

Beneficiary a/c no.: **34850874693**

### 2.3 Submission of the Scheme

The interested applicant shall be required to provide the information sought in **Annexure A**, the Affidavit in format prescribed in **Annexure B** and copy of the proposed Scheme as per Companies Act, 2013 alongwith executive summary of the Scheme in **Annexure C** not later than October 10, 2019 upto 6 PM to the Liquidator.

### 2.4 Shortlisting of Applicants

All the proposals received by the Liquidator shall be reviewed by the Liquidator and the Applicants shortlisted on the basis of documents submitted vide clause 2.3, shall be intimated about their shortlisting.

### 2.5 Manner of submission of the Scheme

The Applicant shall submit the hard of the proposed scheme in a sealed envelope along with the requisite annexures to the following address by post or deliver in person:

**Mr. Sumit Binani,**  
**Liquidator of Zion Steel Limited**  
**Lansdowne Towers, 2/1A Sarat Bose Road,**

**Kolkata-700 020, West Bengal**

The Applicant shall also submit a soft copy of the proposed Scheme along with requisite annexures stated above vide email to [liquidatorzion@gmail.com](mailto:liquidatorzion@gmail.com)

## **2.6 Earnest Money Deposit**

Along with the submission of the Scheme, the shortlisted Applicant shall also be required to submit an interest free deposit of **INR 1 Crore (Rupees one crore only)** or bank guarantee for the said amount from a scheduled bank in India with a claim period of one (1) year.

Except for the successful Applicant, the EMDs from the rest of the Applicants shall be returned within 30 (thirty) days of the selection of the successful Applicant.

Please note that, no Scheme shall be considered by the Liquidator unless the Scheme is accompanied by valid EMD.

## **2.7 Evaluation of the Scheme by CoC**

On receipt of the full Scheme(s), the same shall be put before the committee of creditors ("**CoC**") constituted during the CIRP period of the Company for their assessment and opinion of whether the arrangement of Scheme is viable, feasible and having appropriate financial matrix. Only the Scheme approved by the CoC shall be submitted before the Hon'ble NCLT for approval in terms of Section 230 of the Companies Act.

## **3. Last Date of Submission of Scheme**

The last date for submission of Scheme is October 10, 2019 up to 6 PM.

**Note:**

1. The Liquidator reserves 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 the Company i.e. [www.adhunikgroup.com](http://www.adhunikgroup.com) to keep themselves updated regarding clarifications/amendments/time-extensions, if any.
2. The Liquidator reserves the right to withdraw the invitation for submission of Scheme under section 230 of the Companies Act, 2013 and change or vary any part thereof at any stage, 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, any creditor or class of creditors, any member or class of members shall affect or modify any terms of the invitation for submission of Scheme.
4. Neither the Applicants nor any of representatives of the Applicants 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 Scheme.
5. By submitting the Scheme, each Applicant shall be deemed to acknowledge that it has carefully read the document and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.
6. 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 Company.

For any clarifications on the process of submission of Scheme, please contact on [liquidatorzion@gmail.com](mailto:liquidatorzion@gmail.com)

## Annexure A

*[Note: In case of joint applicants, the details set out below are to be provided for each of the entities / groups submitting each joint applicant.]*

### **1. Name and Address:**

- a. Name of the Firm/Company/Organisation:
- b. Address:
- c. Telephone No:
- d. Email:
- e. PAN/CIN:

### **2. Date of Establishment:**

### **3. Core Area of Expertise:**

### **4. Contact Person:**

- a. Name:
- b. Designation:
- c. TelephoneNo:
- d. MobileNo:
- e. Email:

### **5. Company/FI Profile:**

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

*[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Scheme is a financial creditor, please provide details pertaining to 'assets under management' and/or "committed funds' for the preceding five years or the committed funds available as on March 31, 2019, for investment.]*

- b. Names & DIN of Directors including Independent Directors
- c. Experience of the Company in the relevant sector.
- d. Names of key lenders, if any, to the Company or its affiliates
- e. History if any, of the Company or affiliates of the Company being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non- performing asset'.
- f. Any other relevant details which would be useful for the Liquidator to be aware of in respect of the Scheme

**Annexure B**

**AFFIDAVIT BY THE APPLICANT**

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

I, [name] of the Individual/chairman/managingdirector/director/authorizedpersonofApplicant, authorised by the Board of the Applicant for giving such affidavit], son of [•], aged about [•]years, currently residing at [Address to be inserted] and having Aadhaar/ Passport number[•], on behalf of [name of the Applicant] having registered office at [•], do solemnly affirm and state to the Liquidator of Zion Steel Limited that we are meeting the qualification criteria as required for submission of Scheme vide advertisement dated September 9, 2019 as disclosed in the information and records with us.

I, [name] of the Individual/chairman/managingdirector/director/authorizedpersonofApplicant, authorised by the Board of the Applicant for giving such affidavit], further acknowledge that I have carefully read the entire document and am aware of all existing conditions and limitations in relation to the same.

I, [name] of the Individual/chairman/managingdirector/director/authorizedpersonofApplicant, authorised by the Board of the Applicant for giving such affidavit] state that we have attached necessary information requested by the Liquidator. The information furnished by us is true, correct and accurate to the best of our knowledge. Based on this information, we understand that you would be able to evaluate our proposed scheme.

Solemnly affirmed at [•]  
on the [•] day of [•] 2019

**Before me,**

**DEPONENT  
Notary/Oath Commissioner**

**VERIFICATION:**

I, *[name of the Individual/chairman/managing director/director/authorised person of Applicant, authorised by the Board of the Applicant company (in case of a company) for giving such affidavit]*, the deponent above named, on behalf of *[name of the Applicant]*, currently residing at [•], do hereby solemnly state on oath and declare and verify that the contents of the above affidavit are true, correct and complete to the best of my knowledge and nothing material has been concealed therein.

Verified at [•], on this the [•] day of [•] 2019

**DEPONENT**



## Annexure C

The executive summary of the scheme are as under:

- (a) Total funds proposed to be brought in for implementation of the Scheme;
- (b) Timeline for disbursement of the funds subject to approvals and permissions from NCLT;
- (c) Brief note on the proposed settlement of secured and unsecured financial creditors, operational creditors and employees;
- (d) The treatment of statutory liabilities;
- (e) Any restructuring of the capital of the Company or hiving off of the existing units of the Company and treatment of such hived off units.

## Annexure D

### CONFIDENTIALITY AND NON - DISCLOSURE AGREEMENT

*[To be executed on stamp paper of Rs. 200 by the Applicant. Please insert the notice details and the Applicant's name and description in the array of parties before execution.]*

This **CONFIDENTIALITY AND NON - DISCLOSURE AGREEMENT** (hereinafter referred as "**Agreement**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (hereinafter referred as "**Effective Date**")

amongst

1. **Zion Steel Limited- in Liquidation ("ZSL")**, a company incorporated under the provisions of the Companies Act, 1956, and an existing company under the Companies Act, 2013, and having its registered office at Chadri Hariharpur P.O.- Kuarmunda Sundargarh Odisha 770039 acting through **Mr. Sumit Binani, the Liquidator**, appointed for the Company under the order of the National Company Law Tribunal (NCLT), Kolkata Bench, dated 8<sup>th</sup> July, 2019 (hereinafter referred to as "**ZSL**"/ "**Company**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), of the **FIRST PART**;

**AND**

2. [*Insert name of Applicant*], [a company incorporated under the Companies Act, 1956 and existing under Companies Act, 2013/ a company to be incorporated under Companies Act, 2013/ a body corporate or corporation] [**Note to Applicant: Please retain/insert appropriate description**] having its registered office at \_\_\_\_\_ (hereinafter referred to as the "**Applicant**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors), of the **SECOND PART**

(ZSL, acting through the Liquidator shall hereinafter be referred to as the "**Disclosing Party**", ZSL and the Applicant shall hereinafter individually be referred to as "**Party**" and collectively as the "**Parties**").

#### **WHEREAS:**

- A. ZSL primarily engaged in the business of rolling alloy billets to produce rounds of size 20mm to 50mm and MS billets to produce TMT of 8mm to 24mm. ZSL has a 120,000 MTPA

rolling mill which is situated adjacent to the steel production facility of AML in Odisha. It also consists of reheating furnace and inspection and dispatch area. ZSL's rolling mill was being utilized solely for the conversion of AML's products

- B. Pursuant to the order dated 8<sup>th</sup> July, 2019 ("**Order**") of the Hon'ble National Company Law Tribunal, Kolkata bench ("**NCLT**"), ZSL has been admitted into a liquidation process under the Insolvency and Bankruptcy Code, 2016 ("**IBC**"). Pursuant to the Order, Mr. Sumit Binani, an insolvency professional (bearing IP Registration number IBBI/IPA-001/IP-N00005/2016-17/10025 has been appointed as the Liquidator ("**Liquidator**") in respect of the Company.
- C. The Applicant intends to submit its Proposal of Scheme for Compromise and Arrangements under Section 230 of the Companies Act, 2013 in terms of the public announcement made by the Liquidator on September 9, 2019.
- D. To enable the Applicant to submit scheme of compromise and arrangement under section 230 of the Companies Act, 2013 ("**Transaction**"), ZSL may (including through any officers, and/or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors), from time to time, disclose certain "Confidential Information" (*hereinafter defined*) to the Applicant.
- E. The Applicant agrees to enter into this Agreement to, *inter alia*, keep confidential all Confidential Information that may be disclosed to it and/or its Representatives (*hereinafter defined*), in the manner set out hereinafter.

**NOW, THEREFORE**, in consideration for the mutual promises and covenants hereunder, ZSL and the Applicant agree as follows:

## 1. **DEFINITIONS**

- 1.1. "**Confidential Information**" means any and all information disclosed or submitted to the Receiving Party by or on behalf of Disclosing Party (including by any officers, and/or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors of a Disclosing Party) in written, representational, electronic, verbal or other form and includes (i) all data, materials, prices, debts, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information; (ii) all technical, commercial, operational, financial, accounting, legal and administrative information, and any notes, analyses, compilations, studies, forecasts, interpretations, memoranda, summaries, reports and other materials which contain,

reflect or are based upon, in whole or in part, any of such information; (iii) information about the Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the status thereof, that discussions or negotiations are occurring or have occurred, the existence of this Agreement, (iv) information and details regarding the terms, conditions and structure of, and other facts relating to, the Company and/or the Transaction, including the status thereof, whether oral, on paper or computer disk or in electronic format; whether prepared by the Disclosing Party, its advisors or other third party on behalf of the Disclosing Party; and/or (v) all reports, analyses, studies, compilations, interpretations or other documents or materials (whether on paper or computer disk or in electronic format) prepared by the Receiving Party or its Representatives which contain, refer to, reflect, enhance, modify, improve, quote or are based upon, in whole or in part, the information mentioned in (i), (ii), (iii) and/or (iv) which is provided to the Receiving Party and/or its Representatives in connection with the Transaction.

**1.2. “Disclosing Party”** shall mean ZSL, the Liquidator or any of their authorized representatives.

**1.3. “Receiving Party”** shall mean the Applicant, receiving confidential information from the Disclosing Party or from any person acting on behalf of the Disclosing Party.

**1.4.** In relation to the Receiving Party, its **“Representative”** shall mean any agent, officer, employee, director, legal or financial advisor, affiliate, investor, counsel, potential financing source who (i) needs to know such information for the sole purpose of the Transaction; (ii) who agrees to keep such information confidential in accordance with the provisions of this Agreement; (iii) who is provided with a copy of this Agreement; (iv) who agrees to be bound by the terms contained in this Agreement to the same extent as if it was a party hereto; and (v) who has confirmed that it has no conflict with the Disclosing Party, and the term **“Representatives”** shall be construed accordingly. In relation to any Disclosing Party, its **“Representative”** shall mean any agent, officer, employee, director, consultant, legal or financial advisor, authorized attorney, accountant and/or any other person duly authorized in this regard.

## **2. USE OF CONFIDENTIAL INFORMATION**

**2.1.** The Confidential Information divulged by (or on behalf of) the Disclosing Party to the Receiving Party and/or its Representatives will be received and treated by the Receiving Party and/or its Representatives as – (i) strictly confidential; (ii) in accordance with applicable law. The Receiving Party and its Representatives shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose,

disseminate, reproduce, quote, share with, refer to, use or make available to any other person, or use or permit others to disclose or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in Clause 2.2 below. Without prejudice to the above, the Receiving Party and its Representatives shall comply with all provisions of law applicable to confidential information.

**2.2.** Notwithstanding the provisions of Clause 2.1 above, the Receiving Party may disclose the Confidential Information received under this Agreement to its Representatives (as defined in Clause 1.4 above) in accordance with applicable laws in relation to confidentiality on a strict "need-to-know" basis, and *solely* for the purpose of enabling assessment and evaluation of the Transaction ("**Purpose**").

**2.3.** The Receiving Party and its Representatives shall exercise the same standard of care in respect of the security and safekeeping of the Confidential Information disclosed hereunder as the Receiving Party and its Representatives exercise in respect of its own confidential information.

**2.4.** The Receiving Party understands and acknowledges that pursuant to the order of the Cuttack bench of the NCLT dated 8<sup>th</sup> July, 2019, the NCLT had commenced the Liquidation process of the Company and appointed Mr. Sumit Binani as Liquidator. None of the Disclosing Party nor the Liquidator makes any representation or warranty or inducement, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Confidential Information. Neither the Receiving Party nor any of its Representatives shall be entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Confidential Information, whether for the purpose of formulation of the Transaction and/or otherwise in relation to the Company. Further, none of the Disclosing Party nor the Liquidator shall, now or in future, have any liability to the Receiving Party or any other person resulting from Receiving Party's or its Representative's use of the Confidential Information.

**2.5.** Receiving Party shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities including but not limited to all legal fees and expenses on a solicitor and client basis arising from or connected with any unauthorized disclosure, use or misuse of the Confidential Information whether by itself or its Representatives. The Receiving Party further agrees and undertakes, at its sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom it has disclosed Confidential Information, directly or indirectly, from disclosing or using the Confidential Information in violation of this Agreement.

- 2.6. The Receiving Party acknowledges that it shall be responsible for any breach of this Agreement by the Receiving Party and/or any of its Representatives, employees or employees of its Representatives.
- 2.7. The Receiving Party shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, who are already engaged by the Disclosing Party in relation to the Liquidation process of the Company.
- 2.8. If the Receiving Party decides to not proceed with the Transaction, it will promptly notify the Liquidator in writing of that decision. The Receiving Party shall immediately, upon the earlier of (a) the conclusion of the Transaction; or (b) termination of this Agreement as per Clause 11 below; or (c) a notification by the Disclosing Party, for any reason or for no reason, surrender and return to the relevant Disclosing Party, all Confidential Information in its possession, or destroy the same in accordance with the directives of the Disclosing Party.
- 2.9. The Receiving Party shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement in any manner nor advertise or publish the same in any medium; and
- 2.10. The Receiving Party shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Receiving Party from any liability arising from its breach of this Agreement.
- 2.11. The Receiving Party shall protect any intellectual property of ZSL which it may have access to which is provided or made available to by the Disclosing Party.
- 2.12. The Receiving Party shall not utilize the Confidential Information to avail any undue gain or undue loss to itself or any other person and shall comply with the provisions of the IBC and the rules and regulations prescribed thereunder.

### 3. **EXCEPTIONS**

The Receiving Party's obligations hereunder, shall not apply to Confidential Information which:

- 3.1. at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault or wrongful act of the Receiving Party or its Representatives; or

- 3.2. was known to the Receiving Party, as evidenced by written documentation, prior to its disclosure in connection with the Transaction provided that the source of such information was not known by the Receiving Party or any of its Representatives, after reasonable inquiry and investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information; and
- 3.3. is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

#### 4. **NON- DISCLOSURE OF TRANSACTION**

- 4.1. It is agreed that without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose and shall ensure that its Representatives do not disclose to any person or entity (a) that the Confidential Information has been made available to it or its Representatives, (b) that discussions or negotiations are taking place concerning a possible Transaction between the Parties, or (c) any terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.
- 4.2. The Parties agree that unless and until a definitive agreement(s) regarding a Transaction between the Parties has been executed, neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any of its Representatives with regard to a Transaction between the Parties and to terminate discussions and negotiations at any time.

#### 5. **NOTICE**

The Receiving Party further agrees that all communications (both written and oral) regarding the Confidential Information and/or the Transaction, requests for additional information, and discussions or questions regarding procedures related to the Transaction, will be sent only to ZSL through and/or authorized representatives of the Liquidator (who are assisting Liquidator in discharging his duties as an liquidator) as authorized by Liquidator and not directly to any of the Company's affiliates or any of their respective directors, officers or employees.

All notices, statements or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered by

hand, or through a reputed international courier company or through speed post to the address set forth below, or by sending it by email (with delivery of a notification with return receipt requested) to the email address set forth below:

**Notice Details for ZSL (Liquidator):**

**Mr. Sumit Binani**

**Liquidator**

(IP Regd no. IBBI/IPA-001/IP-N00005/2016-17/10025)

Zion Steel Limited (In Liquidation)

Lansdowne Towers, 2/1A Sarat Bose Road, Kolkata-700 020, West Bengal

Email: [liquidatorzion@gmail.com](mailto:liquidatorzion@gmail.com)

**Registered Address of Liquidator with IBBI (for information only):**

4th Floor, Room No. 6,

Commerce House

2A, Ganesh Chandra Avenue

Kolkata- 700 013

(IBBI/IPA-001/IP-N00005/2016-17/10025)

E: [sumit\\_binani@hotmail.com](mailto:sumit_binani@hotmail.com)

**Notice Details for Applicant:**

***[to be inserted by the Applicant]***

**6. COMPELLED DISCLOSURE**

In the event that the Receiving Party or any of its Representatives are required by applicable law, regulation or any competent judicial, supervisory or regulatory body to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, however in the opinion of the counsel of the Receiving Party, the Receiving Party or its Representatives are nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information, then the Receiving Party may disclose only such portion of the Confidential Information which, in the opinion of its counsel, the Receiving Party is



compelled to disclose. The Receiving Party will not oppose any action by the Disclosing Party to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. The Receiving Party and its Representatives will reasonably cooperate with the Disclosing Party in their efforts to obtain a protective order or other appropriate remedy that the Disclosing Party elects to seek to obtain, in their sole discretion.

**7. OWNERSHIP OF MATERIALS / NO WARRANTY**

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

**8. INJUNCTIVE RELIEF**

The Receiving Party 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 Receiving Party 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.

**9. INDEMNITY**

The Receiving Party hereby agrees to indemnify and hold each of the Disclosing Party and their Representatives harmless, from and against all claims, demands, liabilities, losses, damages, costs and/or expenses (including all legal costs and expenses) suffered

or incurred by such other Party or their Representatives due to a breach by the Receiving Party or its Representatives of the provisions of this Agreement.

**10. NO LICENSE**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. The Receiving Party and its Representatives shall not use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

**11. TERM**

This Agreement shall remain valid and binding on the Parties until 24 months from the Effective Date of this Agreement or such earlier date as may be mutually agreed by Parties in writing. 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 9 above) shall survive the termination of this Agreement.

**12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India. With respect to any action, suit or proceeding relating to this Agreement, the Receiving Party agrees to submit to the non-exclusive jurisdiction of the courts of Kolkata. The Parties agree that the aforesaid is for the benefit of the Disclosing Party only, and the Disclosing Party shall not be prevented from taking any action, suit or proceeding relating to this Agreement in any other court or tribunal of competent jurisdiction, if and to the extent permitted under Applicable Laws.

**13. MISCELLANEOUS**

13.1. This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, except obligations imposed by law which shall be deemed a part of this Agreement. This Agreement may not be amended except in writing signed by all the Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any rights hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the

validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied, except as required under statute.

13.2. This Agreement may not be amended or terminated except pursuant to a written agreement duly executed between the Parties.

13.3. If any term or provision of this Agreement is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce such term or provision in its reduced form for all purposes contemplated by this Agreement.

13.4. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. The Disclosing Party reserves the right to assign all of its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce all of the terms of this Agreement) to any person who enters into the Transaction contemplated by this Agreement. The Receiving Party shall not assign this Agreement.

13.5. Any breach of provisions of this Agreement by any Party hereto shall not affect the other Party's non-disclosure and non-use obligations under this Agreement.

13.6. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

This Agreement has been executed by, ZSL and the Applicant on the date mentioned hereinabove as follows:

**Signed and Delivered**

**For Zion Steel Limited (in Liquidation)**

**Sumit Binani  
(Liquidator)**

**Signed and Delivered**

**For Applicant**