

M/s Pallishree Limited

26th May, 2026

Detailed Invitation for Expression of Interest

Regulation 36A of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

M/s Pallishree Limited (Under CIRP)

Issued by:

Mr. Neeraj Jain

Resolution Professional

M/s Pallishree Limited (Under CIRP)

IBBI Regn. No.: IBBI/IPA-001/IP-P01067/2017-2018/11758

AFA Certificate No: AA1/11758/02/300627/108963

AFA Validity: June 30, 2027

Registered Address:

4, Synagogue Street, Suite 205, 2nd floor,
Facing Brabourne Road, Kolkata 700 001

Communication Address:

Chatterjee International Centre, Unit 1, Floor 14,
33A, Jawaharlal Nehru Road, Kolkata 700 071
Email: cirp.pallishree@gmail.com

DISCLAIMER

This Invitation for Expression of Interest to submit Resolution Plan(s) for the resolution of the Corporate Debtor (hereinafter referred as the "Invitation"), is issued by Mr. Neeraj Jain, an Insolvency Professional, having registration no.: IBBI/IPA-001/IP-P01067/2017-2018/11758, appointed as the Resolution Professional (hereinafter referred to as the "RP"/"Resolution Professional") of M/s Pallishree Limited (Under CIRP) (hereinafter referred to as the "Corporate Debtor"), acting on the instructions of Committee of Creditors (hereinafter referred to as the "CoC") for general information purposes only, without regard to any specific objective, suitability, financial situation and needs of any particular person. 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 or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document is intended by the RP/CoC to be construed as legal, accounting, financial, regulatory or tax advice. It is hereby clarified that if any Expression of Interest or Resolution Plan (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation and/or such Plan is not in accordance with the terms and conditions set out in this Invitation, then such Expression of Interest or Resolution Plan may not be considered eligible for evaluation by the CoC. By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

This document is neither an agreement nor an offer by the Resolution Professional or the members of CoC to the resolution applicant(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the submission of an Expression of Interest to submit the resolution plan with respect to the Corporate Debtor.

Recipients of the data/information are suggested to exercise their own judgment and verify facts and information before taking any decision without any recourse to the RP or any of the professionals/agencies engaged by the RP or the CoC. Accordingly, the RP cannot express an opinion or any other form of assurance on the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of the inviting and accepting Expression of Interest should be construed as a representation or warranty, express or implied, of the Resolution Professional or the members of CoC (or their respective advisors/employees, partners/directors etc.); and none of the Resolution Professional, the members of the CoC (including their respective advisors/employees, partners/directors etc.) or any other persons/entities shall be held liable for the authenticity, correctness or completeness of any such statements, facts or opinions and any such liability is expressly disclaimed. It is clarified that all information pertaining to the Corporate Debtor has been sourced from the Corporate Debtor and/or its representatives, and the Corporate Debtor shall remain responsible for the accuracy and completeness of such information to the extent so provided by it. The recipient acknowledges that it will be solely responsible for its own assessment of the market and the market position of the Corporate Debtor and that it will conduct its own analysis and due

diligence and be solely responsible for forming its own view of the potential future performance of the business of the Corporate Debtor.

The recipient must not use any information disclosed to it as part of this Invitation or otherwise to cause an undue gain or undue loss to itself or any other person. The recipient must comply with its confidentiality obligations as outlined herein and insider trading laws, if applicable, and agrees to protect all intellectual property(ies) of the Corporate Debtor, whether registered or otherwise, it may have access to and will not share or disclose any confidential information with third parties except in terms hereof.

By accepting this document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this document and the terms of this document. Further, no person shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document, the documents/information provided otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this document and as stated above and any assessment, assumption, statement or information contained therein or deemed to form part of this document, and the Resolution Professional, members of CoC and their respective advisors, affiliates, directors, employees, agents and other representatives do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed.

The issue of this document does not imply that the RP or the members of CoC are bound to select an applicant as a successful/shortlisted prospective resolution applicant post submission of Expression of Interest. This document is neither assignable nor transferable by a prospective resolution applicant. Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest and the Resolution Plan, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Resolution Professional or CoC or any other costs incurred in connection with or relating to its Expression of Interest.

This document and information contained herein or disclosed pursuant to the terms of this document or any part of such information do not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without prior written approval from the Resolution Professional.

The reference to the term Interim Resolution Professional ("IRP") and Resolution Professional ("RP") are to be referred as the context may require.

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INVITATION FOR EXPRESSION OF INTEREST

M/s PALLISHREE LIMITED

(CIN: U51109WB1948PLC016550)

OPERATING IN AGRICULTURE, NURSERY, FERTILISER AND DAIRY INDUSTRY
(Undergoing Corporate Insolvency Resolution Process)

1. BACKGROUND AND BRIEF PROFILE

M/s Pallishree Limited ("Pallishree" or "Corporate Debtor" or "Company") is a public limited company incorporated on 9th April, 1948, bearing Corporate Identity Number (CIN): U51109WB1948PLC016550, registered under the provisions of the Companies Act, 1956 with the Registrar of Companies, Kolkata. The Company's registered office is situated at Holding No-408, O.B. Road, Ward No.-6, Pallishree, Arambagh, Hooghly, West Bengal – 712601.

Pallishree was initially engaged in the trading of paddy and subsequently started trading indigenous organic fertilizers in the state of West Bengal. In 1985, the Company ventured into the business of research, production, and selling of High-Yielding Variety (HYV) of hybrid pollinated seeds of various cereals (paddy, maize, wheat) and certain vegetables (potato, spinach). The Company also operates a nursery and horticulture division engaged in facilitating the growth of quality medicinal and aromatic plants for landscaping and greening purposes, maintaining two nurseries at Arambagh and one in Bankura, West Bengal. Additionally, it has a small animal husbandry division for the supply of dairy products. The Company's primary industry segment is Agriculture (Agro/Other Agri Services).

As per its last available financial statements (as on 31st March, 2025), the Corporate Debtor had a total asset base of approximately Rs. 34.12 Crore (standalone), with net revenue of approximately Rs. 15.21 Crore (standalone). The members Committee of Creditors in the CIRP of the Corporate Debtor are Bank of India, Punjab National Bank, and Union Bank of India. Key immovable assets include factory land measuring approximately 58.025 acres together with sheds, godowns, cold storage, and immovable plant & machinery situated at Arambagh, Hooghly, West Bengal; factory land measuring approximately 9.09 acres with building, structures, and immovable plant & machinery at Laxmisagar, Bankura, West Bengal; land measuring approximately 40.53 cottahs (approximately 40 Katha) together with all buildings, structures, and immovable plant & machinery of the seed processing unit at Laxmisagar Seed Unit, Village Laxmisagar, P.S. Simapal, Bankura, West Bengal; the corporate office premises at Unit No. 1205, 12th Floor, 'Merlin Infinite', DN-51, Sector-5, Salt Lake City, Kolkata – 700091; and other movable assets including plant and machinery, equipment, vehicles, and tools across multiple locations.

The basic details of the Company as per MCA records are as follows:

CIN	U51109WB1948PLC016550
PAN	AACCP1838L
Date of Incorporation	9th April, 1948
Category	Company Limited by Shares

Sub-category	Non-Government Company
Listing Status	Unlisted
Authorised Share Capital	Rs. 5.00 Crore
Paid-up Share Capital	Rs. 3.37 Crore
Last Reported AGM Date	30th September, 2025
Last Filed Balance Sheet	31st March, 2025
Registered Office	Holding No-408, O.B. Road, Ward No.-6, Pallishree, Arambagh, Hooghly, West Bengal – 712601

Current Directors

Director's Name	Designation
Mr. Baibhab Kumar Roy	Managing Director
Ms. Madhumita Sinha	Director
Ms. Sreela Pillai Roy	Director

2. INSOLVENCY RESOLUTION PROCESS

The Company, at present, is under the Corporate Insolvency Resolution Process in terms of the provisions of Insolvency & Bankruptcy Code, 2016 vide an order of the Hon'ble National Company Law Tribunal, Kolkata Bench dated 27th March, 2026. Below are the dates of essential events in the instant matter:

Name of Interim Resolution Professional	Mr. Neeraj Jain
Date of pronouncement of order by the Hon'ble NCLT, Kolkata Bench	27.03.2026
Date of Appointment of Interim Resolution Professional	27.03.2026
Publication of Form-G	26-05-2026
Last date for receipt of Expression of Interest	10-06-2026
Date of issue of provisional list of prospective resolution applicants	20-06-2026
Last date for submission of objections to provisional list	25-06-2026
Date of issue of final list of prospective resolution applicants	04-07-2026

Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants

09-07-2026

3. ELIGIBILITY CRITERIA

For the eligibility criteria approved by the Committee of Creditors, kindly refer to Annexure 'B' of this document.

4. EARNEST MONEY DEPOSIT

A refundable interest free process participation deposit of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) shall be paid along with the application for EOI. The EMD may be submitted by any of the following methods:

a. Demand Draft in favour of "Pallishree Limited (Under CIRP)"

b. RTGS / NEFT to the following account of the Company:

Account Number	404420110000347
Beneficiary Name	PALLISHREE LIMITED (UNDER CIRP)
Bank Name	BANK OF INDIA
Branch	LARGE CORPORATE BRANCH, KOLKATA
IFSC Code	BKID0004044

c. By way of Bank Guarantee issued by a scheduled commercial bank, in favour of M/s Pallishree Limited (Under CIRP), valid for a period not less than 3 months (to be extended, if required).

d. Fixed Deposit (FD) with Lien – a Fixed Deposit Receipt issued in favour of or with lien marked in favour of M/s Pallishree Limited (Under CIRP), for the requisite amount and tenor.

The above deposit shall be required to be paid on or before the last date of submission of Expression of Interest, i.e. June 10, 2026.

The EMD can be deposited by any one or more members of the Consortium or any subsidiary, holding or associate company. However, if the EMD is paid other than the lead partner of the Consortium or any person other than the PRA, the EOI should be accompanied by a letter stating the account details where such EMD (or part thereof) is to be returned in terms of this document.

Return of EMD

The Refundable Deposit shall be refunded (without interest) within 15 days of any of the following event (except for the reasons leading to forfeiture):

- Rejection of EOI of such PRA and/or non-inclusion of the PRA in the final list of eligible PRAs;
- Withdrawal of the PRA from the resolution plan process (where such withdrawal is notified to the Resolution Professional in writing) before submission of the Resolution Plan;
- PRA failing to submit the EOI or the resolution plan by the respective due dates.

Forfeiture of EMD

Interim Resolution Professional / Resolution Professional, on recommendation of CoC, shall have the right to forfeit the EMD on behalf of the Corporate Debtor, in case any one or more of the following happens:

- a. discovery of any false information or record submitted by the Prospective Resolution Applicant, at any time;
- b. if there has been any misrepresentation on part of the Prospective Resolution Applicant in any of the Undertakings related to its EOI;
- c. any information submitted or statement made by the Prospective Resolution Applicant in its EOI or otherwise in relation to the CIRP, is found to be incorrect or untrue;
- d. the Prospective Resolution Applicant is found to be ineligible under section 29A or any other applicable law, to submit a Resolution Plan in terms of the Code.
- e. non-fulfilment of any eligibility criterion as specified in the IEOI/RFRP, including but not limited to financial eligibility, technical eligibility, and/or any condition precedent stipulated therein, or non-fulfilment of any condition related to submission of the Resolution Plan and its implementation, as may be approved by the CoC.

It may be noted that apart from forfeiture of EMD, such event(s) will render the applicant ineligible to submit a resolution plan and may attract penal action under the Code (in compliance with Section 36A(7)(f) of the Code).

5. SUBMISSION OF EOI

- a. Expression of Interest ("EOI") is invited in a sealed envelope superscripted as "Expression of Interest for participating in CIRP of M/s Pallishree Limited", in the format as set out in Annexure 'A' of this document;
- b. Applicants shall meet the Eligibility Criteria as set out in Annexure 'B' of this document;
- c. Applicants shall submit the EOI along with the supporting documents as set out in Annexure 'C' of this document and requisite EMD or proof of payment thereof;
- d. Applicants shall provide the details as set out in Annexure 'D' of this document;
- e. Applicants shall submit Declaration under section 29A of IBC (on a stamp paper of appropriate value) as set out in Annexure 'E' of this document;
- f. Applicants shall submit an Undertaking that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code (on a stamp paper of appropriate value);

g. Confidentiality and Non-Disclosure undertaking as set out in Annexure 'F' of this document, to be submitted with the EOI.

h. Checklist for submission of Expression of Interest as set out in Annexure 'G' of this document, to be submitted with the EOI.

i. Applicant shall submit the sealed plain envelope with a legend on top of the envelope with a phrase "**Expression of Interest – Pallishree Limited**" containing a complete set of the documents for the EoI in hard copy stated above/any other document as required by RP/CoC, to the below mentioned address by speed post/ registered post or by hand delivery on or before the last date of submission of EoI i.e. by 10-06-2026, 6:00 PM (IST) as mentioned under Form-G published on 26-05-2026 in the instant matter:

Mr. Neeraj Jain

Resolution Professional

In the Matter of M/s Pallishree Limited (Under CIRP)

IBBI Regn. No.: IBBI/IPA-001/IP-P01067/2017-2018/11758

AFA Validity: June 30, 2027

**Communication Address: Chatterjee International Centre, Unit 1, Floor 14,
33A, Jawaharlal Nehru Road, Kolkata 700 071**

Email: cirp.pallishree@gmail.com

A soft copy of all the documents stated above shall also be mailed to **cirp.pallishree@gmail.com** on or before the last date of submission of EoI i.e. by **10-06-2026, 6:00 PM (IST)** as mentioned under Form-G published on 26-05-2026 in the instant matter.

EoIs not fulfilling the above conditions are liable to be summarily rejected forthwith without any further communication, however, COC has the sole discretion to accept or reject any EOI.

6. LAST DATE & TIME FOR SUBMISSION OF EOI

The last date for submission of EOI is **10-06-2026, 6:00 PM (IST)** which may be extended as may be decided by the CoC of M/s Pallishree Limited (Under CIRP).

All the EOIs received, within the scheduled date and time, will be reviewed by the RP on behalf of the CoC and the eligible applicants will be communicated accordingly. The Information Memorandum and Request for Resolution Plan, prepared as per the provisions of the Code including the details of the process and evaluation matrix, and access to Data Room/other data sharing platform will be shared with the eligible applicants upon their furnishing an undertaking of confidentiality in terms of provision of section 29(2) of IBC, 2016 read with Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 as per the timeline provided under Form-G published on 26-05-2026 (or as amended).

The Prospective Resolution Applicants submitting the EOI must ensure that they do not suffer from any ineligibility in terms of the provisions of section 29A or any other provision of IBC, 2016

or any other law for the time being in force and furnish necessary undertaking in support of the same. (Refer Annexure 'E').

TERMS & CONDITIONS

1. RP/CoC has the right to cancel or modify the process without assigning any reason and without any liability. In this regard please be informed that this is not an offer document and is issued with no commitment.
2. RP/CoC reserves the right to withdraw IEOI and change or vary any part thereof at any stage and also reserves the right to disqualify any Prospective Resolution Applicant, should it be so necessary at any stage.
3. No oral conversations or agreements with the Resolution Professional or any official, agent, advisor or employee of the Resolution Professional, or any member of the CoC shall affect or modify any terms of this Invitation for EOI and should not be relied upon.
4. Neither the Prospective Resolution Applicant (PRA) nor any of representatives of the PRA shall have any claims whatsoever against the Resolution Professional or the CoC or any member of the CoC or any of their directors, officials, agents or employees, arising out of or relating to this Invitation for EOI.
5. By submitting a proposal, each Prospective Resolution Applicant shall be deemed to acknowledge that it has carefully read the entire IEOI and all the relevant document/information/process has fully informed itself as to all existing conditions and limitations.
6. Criteria for Eligibility - EOIs of only those interested parties who meet the eligibility criteria specified in Annexure 'B' hereto, will be considered. Applicants / EOIs which do not meet the Eligibility Criteria shall be rejected.
7. CoC has the right to amend or revise the Eligibility Criteria, this IEOI or issue further supplements to the IEOI or require additional documents from the PRAs without assigning any reason and without any liability. *Prospective Resolution Applicants should regularly visit the process email to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any.*
8. It may be noted that the eligibility criteria for Prospective Resolution Applicant have been evolved in accordance with the provisions of the Code and CIRP Regulations. EOIs of only those interested parties who meet the eligibility and other criteria specified herein shall be considered. *Resolution Professional/CoC reserve their right to reject, without being bound to do so, the EOI of any PRA and not include them in the provisional or final list of eligible PRAs in case:*
 - *The PRA does not meet the eligibility criteria set out herein.*
 - *If the EOI submitted by the PRA is incomplete or the PRA does not submit the documents as required under this IEOI or does not submit such further documents or information as requested by the Resolution Professional for conducting due diligence on the PRA;*
 - *If any information/record provided is false, incorrect, inaccurate or misleading;*
 - *If in the opinion of the CoC, the PRA is undesirable or not credible or if the PRA fails to provide information, if requested, to establish its credibility, eligibility or ability to implement a resolution plan.*
 - *It does not qualify under section 29A of the Code or any other applicable law.*
9. The RP/CoC reserves the right to stipulate such conditions as they may deem fit in relation to the submission of a resolution plan in the interest of achieving the objectives of the

Code including but not limited to the maximization of the value of the assets of the Company.

10. **By submitting its EOI, each PRA 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) shall not be treated as any excuse.**
11. **The PRA acknowledges that the investment in the Company shall be made by the PRA on an "AS IS, WHERE IS", "AS IS, WHAT IS", "WHATEVER IS, THERE IS" and "NO RECOURSE" basis and the RP or the CoC will not be providing any representations, warranties or indemnities for and on behalf of the Company.**
12. **All the EOIs received will be reviewed by RP in consultation with its advisors and CoC and CoC's advisors.**
13. **A provisional list of the PRAs and the Final list of eligible PRAs shall be shared in accordance with the Code and CIRP Regulations.**

Issued By:

Sd/-

Mr. Neeraj Jain

Resolution Professional

M/s Pallishree Limited (Under CIRP)

IBBI Regn. No.: IBBI/IPA-001/IP-P01067/2017-2018/11758

AFA Validity: June 30, 2027

Chatterjee International Centre, Unit 1, Floor 14,

33A, Jawaharlal Nehru Road, Kolkata 700 071

Email: cirp.pallishree@gmail.com

"ANNEXURE – A"

[On the Letterhead of the Entity / Consortium Leader Submitting the EoI]

EXPRESSIONS OF INTEREST - UNDERTAKING BY PRA

Date:

To,

Mr. Neeraj Jain

Resolution Professional

M/s Pallishree Limited (Under CIRP)

IBBI Regn. No.: IBBI/IPA-001/IP-P01067/2017-2018/11758

AFA Validity: June 30, 2027

Chatterjee International Centre, Unit 1, Floor 14,

33A, Jawaharlal Nehru Road, Kolkata 700 071

Email: cirp.pallishree@gmail.com

Subject: Expression of Interest ("EoI") for submitting Resolution Plan for M/s Pallishree Limited ("Corporate Debtor") undergoing Corporate Insolvency Resolution Process (CIRP).

Dear Sir,

In response to the public advertisement ("Advertisement") inviting Expression of Interest for submission of resolution plans ("EoI") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC"/"Code"), I/we confirm that I/we have understood the eligibility criteria prescribed in 'Annexure B' to the IEoI and meet the necessary threshold and criteria mentioned therein and submit our EoI for submission of a Resolution Plan for the Corporate Debtor.

Along with our EoI, I/we have also provided information as required in the prescribed format stated in 'Annexure C' and 'Annexure D'.

I/We further undertake and represent that the information furnished by me/us in this EoI and the Annexures hereto is/are true, correct, complete, and accurate to the best of my/our knowledge and belief. Based on this information, I/we understand you would be able to evaluate our documents in order to establish our eligibility for the above-mentioned proposal. Further, I/we agree and acknowledge that:

- a. the EoI will be evaluated by the RP on behalf of the Committee of Creditors ("CoC") of M/s Pallishree Limited based on the information provided in the Annexures hereto and attached documents to determine whether I/we qualify to submit a Resolution Plan;
- b. the RP/ the CoC reserves the right to determine at its sole discretion, whether or not I/we qualify for the submission of the Resolution Plan and may reject the EoI submitted by me/us with/without assigning any reason, without any liability whatsoever on them.

c. the RP/ the CoC reserves the right to request for additional information or clarification from us for the purposes of the evaluating the EoI and we shall promptly comply with such requirements. Failure to promptly satisfy the queries of RP/CoC, may lead to rejection of my/our submission pursuant to IEoI;

d. Meeting the qualification criteria set out in IEoI / Annexure – B alone does not automatically entitle me/us to participate in the next stage of the resolution process.

e. I/We are not an ineligible person(s) in terms of provisions of Section 29A of the IBC. I/We am/are 'fit and proper' person and not under any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines whatsoever.

f. I/We shall intimate Resolution Professional forthwith if I/We become ineligible under section 29A of the IBC at any time during the Corporate Insolvency Resolution Process of the Corporate Debtor;

g. I/We undertake and confirm that every information and record provided in/with this expression of interest, is true and correct and discovery of any false information or record at any time will render my/our EOI, me/us ineligible for further processing and/or ineligible to submit resolution plan, forfeiture of any refundable deposit, and attract penal action under the Code;

h. I/We undertake that I/we shall maintain confidentiality of the information contained in this IEoI or as provided by the RP/CoC or their respective employees, advisors, legal counsels and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29 of the Code.

i. I/we undertake to inform you the change in the Bank Account details as required under Annexure D to the IEoI, for refund of EMD and other payments by the IRP/RP/COC.

Yours Sincerely,

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

Signature: _____ Name of Signatory: _____

Designation: _____

Company Seal/Stamp

NOTE: The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter/Power of Attorney.

"ANNEXURE – B"

ELIGIBILITY CRITERIA FOR QUALIFICATION FOR SUBMISSION OF RESOLUTION PLAN

The Committee of Creditors of M/s Pallishree Limited (Under CIRP) decided upon the eligibility criteria to be fulfilled by the Prospective Resolution Applicant(s) in order to make them eligible to participate in the CIRP of the Corporate Debtor for submission of EOI and Resolution Plan. The following is the eligibility criteria for Prospective Resolution Applicants:

1. Financial Capability

Cat.	Eligible Applicant Type	Financial Requirement	Eligibility	Basis for Proof
A	Individual / Sole Proprietorship / Private / Public Limited Company, LLP, Firm, Body Corporate, Financial Institution, Society, Trust (except Categories C, D & E)	Minimum corpus / net worth of Rs. 5 Crore		Latest Audited Financial Statements for period not before FY ending 31.03.2025 or latest CA certificate with UDIN confirming the Minimum Corpus /Networth
B	Consortium of entities covered under Category A	Combined minimum net worth of Rs. 5 Crore (sum of all consortium members)		Latest Audited Financial Statements for period not before FY ending 31.03.2025 or latest CA certificate with UDIN confirming the Minimum Corpus /Net worth
C	NBFCs, AMCs, AIFs, etc.	Minimum committed funds /Asset Under Management of Rs. 50 Crore. Must meet applicable RBI/SEBI regulations.		Latest CA Certified Position (but not before February 2026)
D	Consortium of NBFCs, AMCs, AIFs, etc.	Combined minimum committed funds/Asset Under Management of Rs. 50 Crore. Must meet applicable RBI/SEBI regulations.		Latest CA Certified AUM/Committed Fund Position (but not before February 2026)
E	ARCs or Consortium thereof	As per applicable regulatory framework		Latest CA Certified AUM/Committed Fund Position (but not before February 2026)

The committed funds requirement of Rs. 50 Crores shall be assessed on the basis of the consortium as a whole. Any one member, or two or more members jointly, may fulfil this criterion on behalf of the consortium. There shall be no requirement for each consortium member to independently meet a pro-rata share of the committed funds threshold.

Lead Member is defined as the Individual Person/Body Corporate/Fund etc. having the highest share in the Consortium but not less than **26%** of the Share and is authorised by the other members to act as the Lead Member.

Net Worth shall mean the sum of Equity (including compulsorily convertible instruments issued by the PRA, Reserves and Surplus (excluding any redemption reserve, revaluation reserve, capital reduction reserve)), Add/Less the credit/debit balance of P&L account. The Net-worth for Individuals shall be the Total Assets at Cost (the value of listed shares and mutual funds shall be as per the current Market Value and the Book Value of unlisted shares) as on 31st March 2025 or later as certified by a Practicing Chartered Accountant under UDIN, less the value of liabilities as on the corresponding latest date as available.

The interested parties shall submit the EOI as per the prescribed format attached to the detailed Invitation to Expression of Interest, along with certified true copies of their Audited Financial Statements along with the Audit Report, Notes to Accounts or the income tax return (as applicable) for last 3 years or in case any Consortium Member (not being the lead member) is incorporated/established in the immediately preceding three years, since inception, or the latest Net Worth Certificate/AUM duly certified by a practicing Chartered Accountant under UDIN.

It is clarified that:

CoC and/or the Resolution Professional acting on behalf of CoC has absolute discretion to interpret the qualification requirement and can accept or reject any expression of interest without assigning any reason;

CoC and/or the Resolution Professional acting on behalf of CoC has the absolute and sole discretion to revise/modify/amend/add/delete any one or more of the qualification requirements without assigning any reason, any time before submission of the EOIs and to issue new Form G with revised eligibility criteria.

Earnest Money Deposit (EMD) - The EOI should be accompanied by refundable, interest free EMD of Rs. 50,00,000/- (Rupees Fifty Lakhs only) as per the modes described in Section 4 of this document.

The interested parties shall also submit the documents mentioned in Annexure - C along with EOI in the sealed envelope.

The account details of the account where the EMD has to be returned should be mentioned including Bank Name, Branch address, IFSC, Beneficiary Name, Account No. etc. under Annexure - D of this IEOI.

General Eligibility Criteria

1. No change in lead member or any member whose financials/credentials have been used to meet the criteria set out herein shall be permitted after the last date for submission of

EoI without the prior written consent of the CoC. However, no change shall be permitted after the issuance of the Final List of the PRAs. After the last date of submission of the EOI, no change in the consortium (including inter se shares) shall be permitted.

2. The PRAs will be permitted to implement the approved resolution plan through a Special Purpose Vehicle formed for the said purpose. However, the PRAs/ all the members of the Consortium, shall be jointly and severally responsible and liable for implementation of the approved resolution plan or the consequences of the failure thereof.
3. None of the Prospective Resolution Applicant(s)/any member of the Consortium should attract any of the in-eligibilities enlisted under provisions of Section 29A of IBC.

"ANNEXURE – C"

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

1. Duly signed and stamped copy of the IEOI indicating the unconditional acceptance of the terms and conditions stipulated herein.
2. Accepted and acknowledged Annexures (A, D, E, F, G) of this EOI as per their specific format/requirement.
3. For all PRAs - Profiles of PRAs & all the Members of the Consortium.
4. For all PRAs (other than individuals) - Copies of Certificate of Incorporation/ Registration along with Constitutional Documents (MOA, AOA or anything similar based on the nature of the applicant), PAN Card. For PRAs who are individuals: Copies of Aadhar Card or Passport, DIN (if available) and PAN Card.
5. Copies of audited financial statements/Income Tax Returns for the last three financial years (as applicable)/ since inception and other relevant information and records in support of its/their meeting the eligibility criterion (i.e. copies of Income Tax Returns, etc.).
6. A self-attested declaration under applicable stamp paper under the respective State's Stamp Act but Not less than Rs.100/- stating that the Prospective Resolution Applicant(s) is/are (along with connected persons) not disqualified as per section 29A or any other provision of IBC, 2016. Refer Annexure E.
7. An Undertaking that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code (on a stamp paper under the respective State's Stamp Act but Not less than Rs.100/-);
8. A Certificate from a Chartered Account under UDIN confirming eligibility of Prospective Resolution Applicant in terms of the IEOI dated May 26, 2026 and Section 29A of the IBC 2016.
9. In case of consortiums, the above documents are required to be given in respect of all the consortium members in addition to a self-attested copy of the Consortium Agreement giving details of the shares of different consortium members and the authority in favour of a member/ a person to act on behalf of the Consortium.
10. As applicable, a Certificate from the auditors of the entities or in case of individuals, from a practicing Chartered Accountant, certifying the Net Worth/ commitment of funds available for investment/deployment in India/Asset Under Management, as the case may be, during the relevant period/periods under UDIN.
11. Copy of the relevant documents stating the eligibility in terms of the applicable Regulations from RBI/SEBI/FEMA etc. along with a self-attested declaration that the PRA (and the respective consortium members) is/are eligible under the applicable regulation to submit the Resolution Plan.
12. List of all the "Connected Persons" as defined under section 29A of the Code.

"ANNEXURE – D"

DETAILS OF THE PRA

[Note: In case of consortium, the details set out below are to be provided for each of the members]

1. Name and Address:

- a. Name of the Individual/Firm/Company/Organization:
- b. Registered Address:
- c. Communication Address:
- d. Telephone/Mobile No:
- e. Email:

2. Date of Establishment of Firm/Company/Organization:

3. Core Area of Operations:

4. Contact Person:

- a. Name:
- b. Designation:
- c. Telephone No:
- d. Email:

5. Company/FI Profile:

- a. Net-Worth/ committed funds as on 31.03.2025 or Later:
- b. PRA's Financial Profile (consolidated / standalone as applicable):

[Note: The profile should necessarily include tangible net worth and PAT numbers of the preceding three years. Where the entity submitting the EoI is a financial investor/fund entity, please provide details pertaining to "Committed Funds". Further the fulfilment of qualification criteria must be clearly identified/certified herein.]

- c. Experience of the PRA in the relevant sector.
- d. History if any, of the PRA or affiliates of the PRA being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.

6. Details of EMD:

- a. Amount:
- b. Method of Depositing EMD:
- c. Further Details (Transaction Number / DD Number / BG Number / FD Number etc.):

7. Bank Account Details (for refund of EMD and other payments):

- a. Name of the Bank:
- b. Name of the Beneficiary:
- c. Account Number:
- d. IFSC:
- e. Branch:

"ANNEXURE – E"

SECTION 29A DECLARATION

(Under Stamp paper of Rs.100/- or Rs. 500/- as per the requirement of the applicable State Stamp Act)

I/We hereby solemnly declare/undertake that I/We have gone through the entire Invitation for Expression of Interest, read the eligibility criteria, understood the stated terms & conditions and upon considerate perusal of the clauses and the provisions of Section 29A of Insolvency and Bankruptcy Code, 2016 in entirety, declare that I/we am/are not disqualified (partially or fully) under the said provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016 or any other clause of this document.

Further I/we have read and understood the provisions of Section 240A of the Insolvency and Bankruptcy Code, 2016 and the exceptions provided therein and the provisions thereof are applicable/not applicable upon me/us.

Yours Sincerely,

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

Signature: _____ Name of Signatory: _____

Designation: _____

Company Seal/Stamp

NOTE: The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter/Power of Attorney.

"ANNEXURE – F"

(To be executed on stamp paper of appropriate value of not less than INR 100/- or as applicable in the state of execution and to be notarized)

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

This Undertaking made on _____ Day of _____, 2026. ("Effective Date")

In favour of:

Mr. Neeraj Jain, Resolution Professional ("RP") of M/s Pallishree Limited having registration No. IBBI/IPA-001/IP-P01067/2017-2018/11758 (hereinafter referred to as "INSOLVENCY PROFESSIONAL/DISCLOSING PARTY") having place of business at Chatterjee International Centre, Unit 1, Floor 14, 33A, Jawaharlal Nehru Road, Kolkata 700 071.

By, (Through Mr.....)
(hereinafter referred to as INTERESTED PARTY or RECEIVING PARTY) having its place of business at (The Disclosing Party and Receiving Party are individually referred to as a "Party" and collectively referred to as the "Parties")

The terms "DISCLOSING PARTY" and "RECEIVING PARTY" shall include each Party's Partners, Associates and their respective Officers, advisors, and Employees ("Affiliates"), and the rights and obligations of the Parties hereto therefore also shall inure to such Affiliates and may be enforced directly by or against such Affiliates. As an express condition to the Disclosing Party disclosing Confidential Information to the Receiving Party, the Receiving Party undertakes as follows:

WHEREAS

A. Mr. Neeraj Jain has been appointed as the Resolution Professional for M/s Pallishree Limited ("Company" or "Corporate Debtor") pursuant to the order passed by Hon'ble National Company Law Tribunal, Kolkata Bench. He is presently carrying out the Corporate Insolvency Resolution Process ("CIRP") of the Corporate Debtor. As the Corporate Debtor owns, controls or holds the Confidential Information (as defined hereinafter) and the Receiving Party has requested that the Disclosing Party discloses the Confidential Information pertaining to the Corporate Debtor to the Receiving Party for submission of Expression of Interest and submission of Resolution Plan for the Corporate Debtor under the Insolvency and Bankruptcy Code, 2016 ("Code") and regulations thereof. ("Purpose").

B., the Receiving Party has accordingly requested INSOLVENCY PROFESSIONAL to share the relevant documents related to the Corporate Debtor and Corporate Insolvency Resolution Process ("CIRP") as defined under the term 'Confidential Information'.

C. INSOLVENCY PROFESSIONAL in terms of the Insolvency & Bankruptcy Code 2016 and regulations made thereunder has requested the Receiving Party to furnish Confidentiality and

Non-Disclosure Undertaking ("Undertaking") to enable him to share the Confidential Information, including any document(s) pertaining to the Corporate Debtor and CIRP.

Accordingly, the Receiving Party has agreed, represents and affirms as under:

"Confidential Information" in this Undertaking means all information and any idea in whatever form, whether disclosed pertaining in any manner to the business of the Company disclosed by Disclosing Party, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as "Confidential" by the Disclosing Party. "Confidential Information" includes, without limitation, the following: (a) Schematics, Techniques, Employee Suggestions, Development tools and Processes, Computer Printouts, Computer Programs, Design, Drawings and Manuals, and Improvements; (b) Information about the business or CIRP of the Corporate Debtor (c) Information about the Costs, Profits, Markets and Sales; (d) Plans for future development and new product concepts; and (e) All Documents, Books, Papers, Drawings, Models, Sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

NON-DISCLOSURE:

The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees, advisors who need to know such information to evaluate the possible business transaction with the Disclosing Party for the Purpose and who have signed or deemed to have signed agreements that obligate them to treat Confidential Information as required under this Undertaking.

The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own Confidential Information. The Receiving Party agrees that it will not interfere with or circumvent any business of the Disclosing Party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account.

NO OBLIGATION OF CONFIDENTIALITY:

The obligation of confidentiality shall not apply with respect to any particular portion of Confidential Information if:

- a. It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- b. It enters the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- c. It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- d. It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or

e. Such information was developed by employees or agents of the Receiving Party, independently of and without reference to the Confidential Information and the Receiving Party has evidence of such independent development.

RETURN OF CONFIDENTIAL INFORMATION:

Within ten (10) business days following either a request from the Disclosing Party or the completion of business dealings between the Parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within fifteen (15) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

USE OF INFORMATION BY THE RECEIVING PARTY:

The Receiving Party agrees to use the Confidential Information only for the Purpose mentioned in this Undertaking. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder.

OWNERSHIP OF INFORMATION:

The Disclosing Party hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, the Receiving Party represents that it has no undertaking with any other party that would preclude its compliance with this Undertaking.

REMEDIES:

The Receiving Party recognizes that its violation of this Undertaking could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party may have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Undertaking and for any other relief the Disclosing Party deems appropriate.

VALIDITY:

This Undertaking shall expire one (1) year from the Effective Date, or completion of CIRP of the Corporate Debtor or successful implementation of the Resolution Plan approved by the Hon'ble NCLT, whichever is later, unless extended by the Disclosing Party.

The Receiving Party will not engage in any direct or indirect communication with the clients of the Disclosing Party without the knowledge of the Disclosing Party.

SURVIVAL:

Receiving Party's duty of confidentiality under this Undertaking regarding the Confidential Information shall survive the termination of this Undertaking.

GENERAL:

This Undertaking shall be binding upon for the benefit of the Disclosing Party and its successors and assigns. Failure to enforce any provision of this Undertaking shall not constitute a waiver of any term hereof. This Undertaking supersedes and replaces any existing undertaking given by the Receiving Party relating generally to the same subject matter and may be modified only with the written consent of the Disclosing Party.

This Undertaking contains the entire undertaking by the Receiving Party with respect to the subject matter hereof and shall be governed by the laws of India. The courts at Kolkata shall have exclusive jurisdiction.

This Undertaking will come into effect upon the Receiving Party signing this page.

.....
Through Authorised Representative Mr.
(Designation)
(RECEIVING PARTY)

In Presence of

ANNEXURE G

Checklist for submission of Expression of Interest

[To be submitted on the letterhead of the PRA]

S. No.	Required Documents	Responses (Y/N/NA)
1	Annexure A: Expressions of Interest - Undertaking By PRA	
2	Supporting documents based on RA category as specified in Annexure C, such as: - - Profile of the RA - Certificate of Incorporation/Registration - Constitutional documents (MoA, AoA) - Government ID proofs - PAN, Aadhar, Passport - Audited/Provisional financials for the preceding 3 years - Income Tax Returns for the preceding 3 years - Net worth/Committed Funds certificate for the FY ending 31.03.2025 or later - Copy of the relevant documents stating the eligibility in terms of the applicable Regulations from RBI/SEBI/FEMA etc. along with a self-attested declaration that the PRA (and the respective consortium members) is/are eligible under the applicable regulation to submit the Resolution Plan. - Proof of payment of EMD	
3	Annexure D: PRA Details Summary	
4	Annexure E: Section 29A Declaration	
5	Annexure F: Confidentiality and Non-Disclosure Undertaking	
6	CA Certificate – 29A and IEOI Eligibility	