DETAILED INVITATION FOR EXPRESSION OF INTEREST

FOR SUBMISSION OF RESOLUTION PLAN

IN THE CORPORATE INSOLVENCY RESOLUTION PROCESS OF

INFIILOOM INDIA PRIVATE LIMITED

CIN: U17118PN1995PTC018285

Registered Office: Gat No. 1231 (Part), Sanaswadi, Taluka Shirur, Pune - 412208

(Undergoing Corporate Insolvency Resolution Process under the Insolvency and Bankruptcy Code, 2016)

Issued in accordance with

Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

and

Form G issued on 29 October 2026 in relation to the Corporate Insolvency Resolution Process of Infiiloom India Private Limited.

ISSUED BY

PULKIT GUPTA
Resolution Professional
Infiiloom India Private Limited
IBBI Registration No.: IBBI/IPA-001/IP-P-02364/2021-2022/13697
Membership No.: IP/P-02364
AFA Valid Up To: 30 June 2027

Email ID: insolvency.iipl@gmail.com

Correspondence Address: EY Restructuring LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400028

DISCLAIMER

This detailed invitation for expression of interest ("**Invitation**" or "**IEOI**") has been prepared and issued by Mr. Pulkit Gupta, Resolution Professional (**"RP**") of **Infiiloom India Private Limited (CIN: U17118PN1995PTC018285)** ("**Corporate Debtor**"), acting on the instructions of and with the prior approval of the committee of creditors of the Corporate Debtor ("**CoC**") pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016, as amended ("**Code**") and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as amended ("**CIRP Regulations**"), including Regulation 36A thereof, for the purpose of inviting expressions of interest ("**EOIs**") from eligible and interested prospective resolution applicants ("**PRAs**") in connection with the corporate insolvency resolution process ("**CIRP**") of the Corporate Debtor. This Invitation 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 an 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 shall be construed as an advice or opinion (whether legal, financial, technical, or otherwise). By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This Invitation is 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 IEOI is issued solely for the purpose of identifying PRAs in accordance with the Code and the CIRP Regulations and to provide interested parties with information that may be useful to them in submission of EOI to submit the resolution plan with respect to the Corporate Debtor in accordance with the provisions of the Code and the CIRP Regulations. Nothing contained in this IEOI shall be construed as an offer, invitation, solicitation, recommendation, commitment or representation of any kind by the RP, the CoC, the Corporate Debtor or any of their respective advisors, representatives, employees, agents or affiliates in relation to the Corporate Debtor, its assets, business, liabilities or the CIRP. The information contained in this IEOI has been compiled from information available with the RP, the Corporate Debtor and other sources considered reliable and is being provided solely for preliminary reference on an "*as is, where is, as is what is, whatever there is and without recourse*" basis. The RP is not in a position to independently evaluate or verify the accuracy, adequacy or completeness of such information in its entirety, and accordingly, no assurance, opinion or other form of comfort is expressed on it. Neither the RP, the CoC, the Corporate Debtor nor any of their respective advisors, representatives, employees, insolvency professional entities, consultants or agents makes any representation or warranty, whether express or implied, as to the accuracy, adequacy, authenticity, completeness, reasonableness or reliability of the information contained herein or in any information subsequently made available.

The RP is not in a position to independently evaluate the accuracy, reliability, completeness, or veracity of the information of the Corporate Debtor, obtained by or available with him. Accordingly, the RP cannot express opinion or any other form of assurance to the recipient of this Invitation in connection with the contents of this Invitation or any other information in relation to the Corporate Debtor, including the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information. No responsibility or liability shall be accepted for any errors, omissions, inaccuracies or deficiencies in this IEOI or in any information subsequently provided in connection with the CIRP. Each PRA must undertake its own independent investigations, verification, assessment, due diligence and analysis in relation to the Corporate Debtor, its business operations, assets, liabilities, claims, contracts, litigation, statutory liabilities, financial condition, regulatory matters and all other relevant aspects. The recipients of the data / information are suggested to exercise their own judgement and verify facts and information before taking any decision without any recourse to the RP or any of the professionals or advisors engaged by the RP and conduct their own diligence, investigation and analysis of the Corporate Debtor, and the

data set forth in this document or otherwise provided. Submission of an EOI or participation in the CIRP shall be deemed to constitute an acknowledgement that the applicant has not relied and shall not rely upon the RP, the CoC, the Corporate Debtor or any of their respective advisors, representatives or agents for any representation, warranty or statement in relation to the Corporate Debtor or the CIRP.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of inviting and accepting EOI should be construed as a representation or warranty, express or implied, of the RP or the Corporate Debtor or the members of CoC (or each of their advisors, consultants, and/or professionals engaged by them); and none of the RP, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) shall incur any liability arising out of or in connection with the issue of this Invitation or the authenticity, correctness, fairness, or completeness of any statements, facts or opinions in this Invitation and any such liability is expressly disclaimed. This Invitation has not been approved and will not be filed, registered or reviewed or approved by any statutory or regulatory authority in India.

Any information made available subsequently, including through the information memorandum ("**IM**"), virtual data room ("**VDR**"), process documents, management interactions, responses to queries, site visits, presentations or otherwise, shall be subject to the terms of this Disclaimer and shall not constitute any representation or warranty by the RP, the CoC or the Corporate Debtor. Applicants shall independently evaluate and verify all such information before making any decision regarding participation in the CIRP or submission of a resolution plan. The RP and/or the CoC, as may be applicable, reserve the absolute right, at any stage of the CIRP and without assigning any reason, to amend, modify, supplement, withdraw, suspend or terminate this IEOI or the process contemplated herein, alter timelines, revise eligibility criteria, seek additional information, accept or reject any EOI, disqualify any applicant, issue a fresh invitation or take such other action as may be considered appropriate in accordance with the Code, the CIRP Regulations and applicable law. The RP and/or the CoC shall not be obligated to provide any reasons or explanations for any decision taken in connection with the CIRP, including rejection, disqualification, shortlisting or non-selection of any applicant, except to the extent required under applicable law. Any failure or delay by the RP, the CoC or the Corporate Debtor in exercising any right, power or remedy under this IEOI shall not operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of the same or any other right, power or remedy.

Submission of an EOI shall not create any right, entitlement, privilege or legitimate expectation in favour of any applicant to participate further in the CIRP, to gain access to confidential information, to be included in any provisional or final list of PRAs, or to receive any process document, IM, VDR access or request for resolution plan. Eligibility of an applicant shall be determined in accordance with the provisions of the Code, including Section 29A thereof, applicable regulations and such eligibility criteria as may be approved by the CoC from time to time. The RP shall be entitled to seek such declarations, affidavits, undertakings, clarifications and supporting documents as may be required for determining the eligibility and suitability of any applicant.

Any concealment, misrepresentation, suppression of material facts, misleading statement or submission of false or incorrect information by an applicant shall render such applicant liable for immediate disqualification from the process, without prejudice to any other rights and remedies available under applicable law. The RP and/or the CoC reserve the right to independently verify all information furnished by any applicant and to rely upon independent sources for such verification. Access to confidential information relating to the Corporate Debtor shall be granted only to eligible applicants who execute confidentiality undertakings and satisfy such conditions as may be prescribed by the RP in accordance with the Code and applicable law. Any information shared with applicants shall remain strictly confidential and shall be used solely for the purpose of evaluating the Corporate Debtor and participating in the CIRP. Nothing contained in this IEOI shall create any contractual, fiduciary, agency, partnership, joint venture or other legal relationship between the RP, the CoC, the Corporate Debtor and any prospective applicant. Participation in the CIRP shall be entirely at the applicant's own risk and no claim shall lie against the RP, the CoC, the Corporate Debtor or any of their respective advisors,

representatives, employees, agents or affiliates in relation to participation or non-participation in the process, reliance upon information provided, or any decision taken in connection with the CIRP.

The RP is acting solely as an officer of the process and in discharge of statutory duties under the Code. All actions undertaken by the RP pursuant to this process are undertaken in good faith and in accordance with the provisions of the Code, the CIRP Regulations, directions of the Hon'ble NCLT and decisions of the CoC. Accordingly, no personal liability whatsoever shall attach to the RP in connection with this IEOI, the CIRP or any decision taken thereunder, and no claim, action or proceeding shall be maintainable against the RP in his personal capacity.

Neither the RP, the CoC, the Corporate Debtor nor any of their respective advisors, representatives, employees or agents is under any obligation to update this IEOI or to correct any inaccuracy, omission or error in this IEOI or in any information subsequently made available, whether or not the same becomes apparent after the date of issuance of this IEOI. This IEOI is intended to be a purely facilitative document, and no right, expectation or entitlement of any kind shall accrue to any PRA on account of any information contained herein or omitted here from. By submission of an EOI, each PRA unconditionally and irrevocably waives any right or remedy in contract, tort or otherwise that it may have against the RP, the CoC, the Corporate Debtor or any of their respective advisors, representatives, employees or agents arising out of or in connection with any information provided in, or omitted from, this IEOI.

This IEOI and the process contemplated herein shall be governed by and construed in accordance with the laws of India, including the Code and the regulations framed thereunder. Any dispute, issue or claim arising out of or in connection with this IEOI, the EOI process or the CIRP shall be subject to the exclusive jurisdiction of the National Company Law Tribunal having jurisdiction over the Corporate Debtor and, where applicable, the National Company Law Appellate Tribunal and courts exercising supervisory jurisdiction thereover.

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1. INTRODUCTION AND BACKGROUND OF CIRP

The corporate insolvency resolution process ("**CIRP**") of Infiiloom India Private Limited ("**Corporate Debtor**") commenced pursuant to an order ("**Admission Order**") dated 4 September 2026 ("**Insolvency Commencement Date**") passed by the Hon'ble National Company Law Tribunal, Mumbai Bench ("**Hon'ble NCLT**") in Company Petition (IB) No. 411 of 2026 filed by Catalyst Trusteeship Limited, in its capacity as debenture trustee and financial creditor of the Corporate Debtor under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("**Code**"). As per the Admission Order, the Hon'ble NCLT appointed Mr. Pulkit Gupta (IBBI Registration No. IBBI/IPA-001/IP-P-02364/2021-2022/13697) as the interim resolution professional of the Corporate Debtor. The CoC subsequently approved his continuation as the resolution professional ("**Resolution Professional**" or "**RP**") pursuant to Section 22(3)(a) of the Code.

The CoC, in its first meeting held on 1 October 2026 and second meeting held on 13 October 2026, deliberated upon and approved the eligibility criteria under Section 25(2)(h) of the Code and the other terms and content of the Form G and the detailed invitation for expression of interest ("**IEOI**") for submission of resolution plans for the Corporate Debtor as a whole, or for sale of one or more of assets of the Corporate Debtor, or for both and had accordingly, authorised the RP to publish the Form G and the detailed invitation for expression of interest inviting interested and eligible prospective resolution applicants ("**PRAs**") to submit their EOIs in the CIRP of the Corporate Debtor. Accordingly, the RP has published the Form G on 29 October 2026 in various newspapers, namely Economic Times, Business Standard, Lokmat and Andhra Prabha and the last date for submission of expressions of interest ("**EOIs**") by interested and eligible PRAs is 19 November 2026.

The CIRP is being conducted in accordance with the provisions of the Code, the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**"), and the orders passed by the Hon'ble NCLT from time to time.

The objective of the CIRP is to invite and evaluate resolution plans for the Corporate Debtor in a transparent, competitive and value-maximising manner in accordance with the provisions of the Code and the CIRP Regulations. Accordingly, pursuant to Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations, and following publication of the brief particulars of this invitation in Form G, the RP is issuing this IEOI to identify eligible and interested PRAs for submission of resolution plan(s) in respect of the Corporate Debtor per the identified categories in clause 3.2 of the IEOI.

The timelines as stated hereunder remain subject to modification, and any extension/ exclusion of the timelines for completion of CIRP of the Corporate Debtor under the Code read with the CIRP Regulations.

2. BRIEF OVERVIEW OF THE CORPORATE DEBTOR

2.1 INFIILOOM INDIA PRIVATE LIMITED

The Corporate Debtor is a private limited company incorporated on 6 October 1995 under the Companies Act, 1956 (CIN: U17118PN1995PTC018285), having its registered office at Gat No. 1231 (Part), Sanaswadi, Taluka Shirur, Pune - 412208. The Corporate Debtor is an established socks and hosiery manufacturing company engaged in the manufacture and supply of socks to retailers, wholesalers, institutional customers and branded apparel businesses across domestic and international markets, and is headquartered in Pune, Maharashtra.

The Corporate Debtor has developed capabilities in manufacturing, quality assurance, product development and export fulfilment, and has supplied products across multiple customer segments in domestic and international markets.

The Corporate Debtor has historically manufactured products for brands and retail platforms including Adidas, Hanesbrands, Reebok, Van Heusen, Skechers, Puma, Champion, H&M, Tommy Hilfiger, Calvin Klein, Under Armour, Reliance Retail and Lifestyle, among others. The Corporate Debtor has been a manufacturer for specialised socks for the Ministry of Defence, Government of India.

The Corporate Debtor represents an established operating platform within the organised hosiery manufacturing sector, supported by manufacturing infrastructure, export capabilities and customer relationships developed over time.

2.2 BUSINESS OVERVIEW

Particulars	Details
Year of Incorporation	1995
Headquarters	Pune, Maharashtra
Manufacturing Facilities	Pune, Nashik and Nellore
Distribution Centre	Pune
Manufacturing Capacity	Approx. 122 Million Pairs Per Annum*
International Markets	USA, Canada, Europe, South Asia and Middle East

**Aggregate capacity across the Pune, Nashik and Nellore manufacturing facilities.*

The manufacturing footprint of the Corporate Debtor supports domestic and export-oriented operations and provides a production platform capable of servicing retailers, wholesalers, institutional customers, international brands and private label programmes.

In addition to its domestic manufacturing operations, the Corporate Debtor has established business linkages across international markets, supported by customer relationships, export market access and operational capabilities developed over time.

Preliminary details of the major assets of the Corporate Debtor are set out in Schedule 1.

2.3 BUSINESS AND FINANCIAL HIGHLIGHTS

All amount in INR Cr

Particulars	FY23	FY24	FY25
Key Profit & Loss items			
Revenue from operations	318	201	459
EBITDA	44	-44	17
EBITDA margin	14%	-22%	4%
Finance Cost	17	26	37

PAT	5	-67	-39
PAT Margin (%)	2%	-33%	-8%
Key Balance Sheet items			
Non-current borrowings	64	103	307
Current borrowings	188	188	156
Total Debt	252	291	463
Net Fixed assets	188	169	152
Cash & Bank Balance	1	6	8
Key Cashflow items			
Cash flow from operations	35	-5	-36
Cash flow from investing	-33	-7	-2
Cash flow from financing	-7	14	40

The financial performance of the Corporate Debtor over FY23 to FY25 reflects the continued operation of its manufacturing platform as a going concern. During this period, the Corporate Debtor maintained its manufacturing infrastructure, customer relationships, market access and export presence, notwithstanding variations in revenue and profitability.

The Corporate Debtor has developed a substantial fixed asset base and operational infrastructure across its manufacturing facilities, providing PRAs access to an established manufacturing platform and operating business.

2.4 OPPORTUNITY FOR PROSPECTIVE RESOLUTION APPLICANTS

The CIRP of the Corporate Debtor provides an opportunity for eligible PRAs to submit a resolution plan for the Corporate Debtor as a whole, as a going concern, or to submit a resolution plan for one or more Identified Assets listed in Schedule 1, under the applicable Category described in Clause 3.2. Resolution plans shall be submitted, in accordance with the Code, the CIRP Regulations and the provisions of the request for resolution plan (including the evaluation matrix) outlining the process for submission, evaluation, negotiation, and approval of the resolution plans in the CIRP of the Corporate Debtor, prepared in accordance with the provisions of the Code and the CIRP Regulations ("**RFRP**").

PRAs will have the opportunity to evaluate the business operations, manufacturing infrastructure, workforce, customer relationships and other assets and liabilities of the Corporate Debtor through the due diligence process and access to the virtual data room ("**VDR**"), subject to the terms of this IEOI, the confidentiality requirements prescribed by the RP and applicable law.

Further information relating to the business operations, assets, liabilities, financial position and other relevant matters of the Corporate Debtor and each Identified Asset shall be made available to eligible PRAs in accordance with the Code, applicable regulations and the confidentiality requirements prescribed by the RP.

3. INVITATION FOR EXPRESSION OF INTEREST

The RP hereby invites EOIs from eligible PRAs for submission of resolution plan(s) in respect of the Corporate Debtor, in accordance with the Code, the CIRP Regulations, including

Regulations 36A and 36A(1A) thereof, and Form G issued in relation to the CIRP of the Corporate Debtor.

The purpose of this invitation is to identify eligible applicants possessing the financial capability, implementation capability, managerial competence and strategic intent necessary to participate in the resolution process and successfully implement a resolution plan in accordance with applicable law. Interested applicants satisfying the eligibility criteria prescribed under this IEOI and not being ineligible under Section 29A of the Code may submit their EOIs in the manner and within the timelines specified herein.

3.1 Invitation to Submit EOI

Pursuant to Section 25(2)(h) of the Code read with Regulation 36A, including Regulation 36A(1A) of the CIRP Regulations and other applicable provisions of law, Mr. Pulkit Gupta, in his capacity as the RP of the Corporate Debtor, hereby invites EOIs from eligible PRAs who fulfil the eligibility criteria set out herein for submission of resolution plan(s) in respect of the Corporate Debtor, as more particularly set out in this IEOI.

The EOI shall be submitted in the prescribed manner by eligible PRAs in accordance with the timelines and process set out herein.

3.2 Scope of Resolution Plans and Categories

All interested and eligible PRAs are invited to submit EOIs for the Corporate Debtor without specifying any Category or Identified Asset. At the resolution plan stage, in accordance with Regulation 36A(1A) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the eligible PRAs may submit one Resolution Plan under only one of the Categories set out below, in accordance with the Code, the CIRP Regulations and the RFRP.

At the resolution plan stage, and subject to the approval of the CoC and the terms of the RFRP, each eligible PRA may submit a Resolution Plan under one of the following categories (each, a "**Category**"):

Category I – Corporate Debtor as a Whole: a Resolution Plan for the Corporate Debtor as a whole, as a going concern, comprising all assets, undertakings, businesses, liabilities and each Identified Asset listed in Schedule 1;

Category II – One Identified Asset: a Resolution Plan for any one Identified Asset listed in Schedule 1, with the relevant Identified Asset expressly specified in the Resolution Plan; and

Category III – Multiple Identified Assets: a Resolution Plan for more than one, but not all, Identified Assets listed in Schedule 1, with every relevant Identified Asset expressly specified in the Resolution Plan.

A resolution plan submitted in respect of Category I (i.e. the Corporate Debtor as a whole, as a going concern) may be given priority over resolution plans for Category II and Category III provided that resolution plans for Category II and Category III shall be evaluated in accordance with the RFRP, and the CoC's decision shall be guided by value maximisation and its commercial wisdom.

Further, the process of invitation, submission, consideration and evaluation of resolution plans shall be decided by the CoC in its commercial wisdom and will be set out in the RFRP.

3.3 Sale or Dealing with Assets during CIRP

The RP and the CoC reserve the right to cancel, withdraw, amend, modify or reissue this IEOI at any time in accordance with the Code, the CIRP Regulations and applicable law.

PRAs shall note that the RP may, with the approval or consent of the CoC, simultaneously with or independently of this IEOI, subject to the conditions prescribed under Regulation 29 of the CIRP Regulations (including the requirement that such assets be unencumbered, the cap on aggregate book value of assets sold not exceeding ten percent of total admitted claims, and approval of the CoC by a vote of not less than sixty-six percent of voting share), undertake a sale of unencumbered assets of the Corporate Debtor outside the ordinary course of business.

Nothing contained in this IEOI shall restrict the right of the RP and/or the CoC to undertake, continue, suspend, modify or conclude any such process in accordance with applicable law.

Nothing contained herein shall restrict the RP and the CoC to proceed with any sale or other value maximisation process permitted under the Code and regulations made thereunder.

No PRA shall have any right to object to, challenge or restrain any such process solely on account of submission of an EOI and/or resolution plan.

Any such sale, transfer or dealing with assets may result in the modification, reconfiguration or withdrawal of any Identified Asset, or any combination of Identified Assets, from the process contemplated under this IEOI, including re-invitation of Resolution Plans under the applicable Category in respect of any Identified Asset that remains unsold or unmatched following evaluation of the Resolution Plans received, and no PRA shall be entitled to any compensation, reimbursement, damages, costs or other claim whatsoever against the RP, the CoC, the Corporate Debtor or any of their respective advisors, consultants or professionals in relation thereto.

The RP and the CoC may adopt such process and participation requirements in relation to any such sale or disposal as may be considered appropriate in accordance with applicable law.

3.4 Indicative Process

Submission of an EOI shall not, by itself, confer any right upon any PRA to participate in subsequent stages of the CIRP, receive access to confidential information, submit a resolution plan or have any resolution plan considered by the CoC. Participation shall remain subject to verification of eligibility, continued compliance with applicable law, execution of prescribed undertakings, and fulfilment of such additional conditions as may be stipulated by the RP and/or the CoC.

The indicative process contemplated under this IEOI is set out below:

Stage	Activity
Stage I	Submission of EOI and supporting documents, including the applicable Refundable Deposit
Stage II	Eligibility review and verification
Stage III	Publication of provisional list of eligible PRAs
Stage IV	Publication of final list of eligible PRAs

Stage	Activity
Stage V	The PRAs in the final list shall be provided with: (i) information memorandum prepared by the RP, in accordance with the provisions of the Code and the CIRP Regulations ("**IM**"); (ii) access to the data room (whether virtual or physical) for conducting due diligence of the Corporate Debtor; and (iii) the RFRP
Stage VI	Submission and evaluation of resolution plan(s)
Stage VII	Consideration and approval of resolution plan(s) by the CoC
Stage VIII	Submission of approved resolution plan before the Hon'ble NCLT

The detailed eligibility criteria, requirements under Section 29A of the Code, submission requirements, timelines, shortlisting process, confidentiality requirements, subsequent process and rights of the CoC and the RP are set out in the succeeding sections of this IEOI.

Applicants are advised to carefully review this IEOI, the Code, the CIRP Regulations and all applicable laws before submitting their EOI.

4. ELIGIBILITY CRITERIA FOR PROSPECTIVE RESOLUTION APPLICANTS

The eligibility criteria for PRAs, as approved by the CoC in accordance with Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations, are set out below.

4.1 PROSPECTIVE RESOLUTION APPLICANT

4.1.1 A PRA may include an individual, including a resident of India, a foreign national, a non-resident Indian, or a person of Indian origin, as defined under the Foreign Exchange Management Act, 1999 and the rules, regulations, circulars, notifications and amendments issued thereunder ("**Individual**").

4.1.2 A PRA may include a trust, co-operative society, private limited company, public limited company, sole proprietorship, limited liability partnership, partnership firm, body corporate, corporate house, industrial undertaking, manufacturing business, textile or apparel business, strategic investor or any other legal entity, whether incorporated, registered or established in India or outside India ("**Body Corporate**").

4.1.3 A PRA may also include financial institutions, alternate investment funds, mutual funds, venture capital funds, private equity funds, private credit funds, special situation funds, distressed asset funds, sovereign wealth funds, pension funds, banks, asset reconstruction companies, non-banking financial companies, domestic or foreign investment institutions and other similar entities ("**Financial Entity**").

4.1.4 PRAs may submit an EOI individually or as part of a consortium ("**Consortium**"). Consortium shall mean "*any person, acting together with another person as a consortium/joint bidder, whether incorporated or not, for the purpose of submission of the EOI and resolution plan*".

(a) The Consortium shall submit a consortium agreement, memorandum of understanding or similar constitutional document, if available, and details of consortium as per format prescribed under **Annexure G**.

(b) The Consortium shall designate a lead member ("**Lead Member**").

(c) The Lead Member shall act as the single point of contact with the RP, the CoC and their advisors.

(d) Any change in the Lead Member shall require prior approval of the RP acting on the instructions of the CoC.

(e) The EOI shall specify the percentage participation interest of each member of the Consortium ("**Consortium Member(s)**").

(f) The Lead Member shall hold a minimum participation interest of 51%, and shall continue to be the single largest shareholder holding a controlling stake of not less than 51% in the Corporate Debtor following implementation of the resolution plan approved by the Hon'ble NCLT. The Lead Partner nominated by the Consortium shall be the single point of contact on behalf of the Consortium with RP and the CoC (and each of their advisors and representatives) for all matters relating to the Consortium, the IEOI, and the resolution plan process in the CIRP of the Corporate Debtor and such Lead Partner shall be duly authorized by each member of the Consortium to bind, represent and take decisions on behalf of the entire Consortium. To clarify, the identity of the Lead Partner must be communicated at the time of submission of the EOI. Further, the Lead Partner of the Consortium cannot be replaced post submission of EOI, without the approval of the CoC.

(g) All members/ constituents of the Consortium would need to have a minimum stake of 15% in the total equity participation or economic interest in the Consortium.

(h) All Consortium Members shall be jointly and severally liable for compliance with the terms of this IEOI, the RFRP and any resolution plan submitted.

(i) Where the EOI is being submitted by a Consortium, the EOI, along with all undertakings submitted pursuant to this IEOI shall, be signed by each member of the Consortium and where the EOI is submitted under the single signature of the Lead Partner (duly authorized by all other constituents of the Consortium), all the requisite undertakings in terms of this Invitation must be separately provided by each member of the Consortium.

(j) The Consortium shall submit the copy of consortium agreement/MOU, if any, entered into between the Consortium members.

(k) After submission of EOI, any change in Consortium composition including adding or removing Consortium Members shall be permitted only with the approval of the CoC and subject to fulfilment of conditions prescribed by the RP and/or CoC and further will be subject to fulfilment of the mandatory eligibility conditions prescribed under this IEOI, the Code and the CIRP Regulations and upon submission of such documents and fulfillment of such conditions as may be required by the RP and/ or CoC (to their satisfaction) in that regard.

(l) No dispute amongst Consortium Members shall affect the obligations of the Consortium and/ or the members of the Consortium under the IEOI, EOI, RFRP, or the resolution plan submitted by the Consortium.

4.2 ELIGIBILITY CRITERIA

4.2.1 Individuals

Applicants which are Individuals shall satisfy:

Minimum Net Worth of INR 75 Crores; based on the latest available audited financial statements/ income tax returns, which shall not be earlier than 31 March 2026.

4.2.2 **Body Corporates**

Applicants which are Body Corporate shall satisfy either of the following:

(a) Minimum Net Worth of INR 75 Crores; or

(b) Minimum Consolidated Annual Group Revenue of INR 100 Crores,

based on the latest available audited financial statements, which shall not be earlier than 31 March 2026.

The Net Worth criterion may be satisfied either in the individual capacity of the applicant or at the Group level, as on 31 March 2026.

4.2.3 **Financial Entities, Funds and Asset Reconstruction Companies**

Applicants which are Financial Entities, Funds and Asset Reconstruction Companies ("**ARCs**") shall satisfy either of the following:

(a) Minimum assets under management ("**AUM**") and/or loan portfolio of INR 150 Crores; or

(b) Minimum net owned funds of INR 150 Crores,

based on the latest available audited financial statements, regulatory filings, certificates or such other documentary evidence acceptable to the RP and/or the CoC, which shall not be earlier than 31 March 2026.

An asset reconstruction company ("**ARC**") shall, in addition to satisfying the financial eligibility criteria set out above, be eligible to participate as a PRA or as a member of a Consortium only if it complies with all applicable requirements prescribed by the Reserve Bank of India ("**RBI**") for an ARC acting as a resolution applicant or resolution co-applicant under the Code, including the RBI (Asset Reconstruction Companies) Directions, 2025, as amended, supplemented or replaced from time to time.

Without prejudice to the generality of the foregoing, an ARC shall confirm and demonstrate that:

(a) it has adopted a policy, duly approved by its board of directors, governing its participation as a resolution applicant or resolution co-applicant under the Code, including appropriate internal limits relating to sectoral exposure and the scope of activities that may be undertaken pursuant to an approved resolution plan;

(b) the decision to submit an EOI and/or a resolution plan has been or shall be approved by a committee constituted in accordance with applicable RBI requirements, comprising a majority of independent directors;

(c) it shall not retain any significant influence or control over the Corporate Debtor beyond the period permitted under applicable RBI requirements, including, where applicable, a period of five years from the date of approval of the resolution plan by the Hon'ble NCLT; and

(d) it is not subject to any restriction, prohibition or disqualification imposed by the RBI or any other regulatory authority that restricts or prevents it from submitting an EOI or resolution plan, whether individually, as a resolution co-applicant or as a member of a Consortium.

The ARC shall submit such board-approved policies, committee approvals, declarations, undertakings, regulatory confirmations and other documentary evidence as may be required by the RP and/or the CoC to establish compliance with the foregoing requirements. Any failure to satisfy or continue to satisfy such requirements may result in rejection of its EOI or resolution plan or disqualification from the CIRP.

4.2.4 **Eligibility Criteria applicable to a Consortium**

(a) The Lead Member shall have authority to bind, represent and take decisions on behalf of the Consortium and shall hold a minimum participation interest of 51% in the Consortium, and shall continue to be the single largest shareholder holding a controlling stake of not less than 51% in the Corporate Debtor following implementation of the Resolution Plan approved by the Hon'ble NCLT.

(b) Each other Consortium Member shall hold a minimum participation interest of 15% in the Consortium.

(c) If all members of the Consortium are Individuals or Body Corporates, each Consortium Member shall satisfy the applicable Net Worth and/or Consolidated Annual Group Revenue criteria in proportion to its proposed participation interest in the Consortium.

(d) If all members of the Consortium are Financial Entities, Funds and ARCs, each Consortium Member shall satisfy the applicable AUM, loan portfolio and/or net owned funds criteria, as applicable, in proportion to its proposed participation interest in the Consortium.

(e) If some members of the Consortium are Individuals or Body Corporates and some members are Financial Entities, Funds and ARCs, each Consortium Member shall satisfy the eligibility criteria applicable to its respective class in proportion to its proposed participation interest in the Consortium.

(f) The Lead Member shall satisfy the eligibility criteria applicable to Individuals or Body Corporates, or Financial Entities, Funds and ARCs, as the case may be in proportion to its proposed participation interest in the Consortium, and shall satisfy the eligibility criteria under the Code.

(g) Each Consortium Member shall independently satisfy the requirements of Section 29A of the Code. If any member of the Consortium is disqualified under Section 29A of the Code or terms of this IEOI, then the entire Consortium; i.e., all the members of such Consortium shall stand disqualified, except as otherwise permitted by the CoC in which case the CoC may, in its sole discretion, permit either the Lead Member or Lead Member and other members of the Consortium (who are not disqualified) to continue to participate in the process with revised participation interest.

(h) All Consortium Members shall be jointly and severally responsible for compliance with the terms of this IEOI and the EOI process.

(i) Two or more PRAs who have individually submitted EOIs may subsequently participate as a Consortium subject to compliance with the eligibility criteria set out herein and approval of the CoC, which may, in its sole discretion, permit such Consortium participation on such terms and conditions as it may deem fit.

Illustration:

If a Consortium comprises three Individuals or Body Corporates holding participation interests of 51%, 20% and 29% respectively, each Consortium Member shall be required to demonstrate a Net Worth (or Consolidated Annual Group Revenue, as the case may be) of at least 51%, 20% and 29%, respectively, of the applicable threshold of INR 75 Crores for Net Worth (or INR 100 Crores for Consolidated Annual Group Revenue, as the case may be).

Where the Consortium comprises a mix of Individuals or Body Corporates and Financial Entities, Funds and ARCs, each such Applicant shall satisfy the threshold prescribed for its own class in proportion to its proposed participation interest in the Consortium. For instance, if a Consortium comprises an Individual or Body Corporate holding a 60% participation interest and a Financial Entity, Fund or ARC holding a 40% participation interest, the Individual or Body Corporate shall be required to demonstrate a Net Worth (or Consolidated Annual Group Revenue, as the case may be) of at least 60% of the applicable threshold of INR 75 Crores (or INR 100 Crores, as the case may be), and the Financial Entity, Fund or ARC shall be required to demonstrate an AUM, loan portfolio and/or net owned funds of at least 40% of the applicable threshold of INR 150 Crores.

NOTES

(i) "**AUM**" shall mean funds managed, deployed, committed or otherwise available for investment, including loan portfolios where applicable.

(ii) "**Net Worth**" shall exclude revaluation reserves and similar accounting adjustments.

(iii) "**Consolidated Annual Group Revenue**" shall mean consolidated revenue of the relevant entity and its Group.

(iv) "**Group**" means entities controlling, controlled by or under common control with the PRA.

(v) "**Control**" shall have the meaning ascribed to the term under Section 2(27) of the Companies Act, 2013, and the terms "**Controlled**" and "**Controlling**" shall be construed accordingly.

(vi) "**Affiliate**" with respect to any Person means any other Person which, directly or indirectly: (A) Controls such Person; or (B) is Controlled by such Person; or (C) is Controlled by the same Person who, directly or indirectly, Controls such Person.

(vii) "**Parent**" means a company or entity which Controls the PRA, either directly or indirectly.

(viii) "**Ultimate Parent**" means a company which Controls, either directly or indirectly, the Parent of the PRA.

(ix) The eligibility criteria set out above shall apply to all PRAs submitting an EOI, irrespective of the Category under which a PRA subsequently submits its Resolution Plan at the resolution plan stage

(x) For the purposes of demonstrating satisfaction of the eligibility criteria, the financial strength of the Ultimate Parent, Parent or Affiliate of the PRA may be relied upon, provided that such Ultimate Parent, Parent or Affiliate has furnished a board resolution or similar authorisation consenting to the use of its credentials to evidence the eligibility of such PRA.

(xi) Foreign applicants may rely upon equivalent audited financial statements acceptable to the RP and/or CoC.

(xii) Foreign currency amounts shall be converted using RBI reference rates immediately preceding the date of submission of the EOI.

(xiii) The CoC reserves the right to amend, modify, revise, supplement, relax or waive any eligibility criteria at any stage of the CIRP. The eligibility criteria is determined with the approval of the CoC of the Corporate Debtor and may be amended or changed at any stage for one or more Categories, one or more Identified Assets and/or the Corporate Debtor as a whole. The RP/CoC reserves the right to cancel or modify the process and/or reject or disqualify any interested party, bid or offer at any stage of the resolution process without any liability.

(xiv) The CoC may, in its sole discretion, request and require PRAs to submit resolution plans in such form and manner that will ensure, inter alia:
(a) resolution of the Corporate Debtor is achieved in accordance with the provisions of the Code, the CIRP Regulations and the NCLT Order; and
(b) maximization of value of assets of the Corporate Debtors is achieved.

(xv) Further detailed information about the process, access to the IM, evaluation matrix, VDR & RFRP, will be provided to the shortlisted PRAs who are determined to be eligible as per the aforementioned eligibility criteria and upon the submission of the documents, as required to be submitted with the expression of interest

(xvi) The CoC reserves the right to stipulate such condition as it may deem fit in relation to the submission of the resolution plan in the interest of achieving the objectives of the Code including but not limited to maximization of value of the assets of all the Corporate Debtors.

4.3 ELIGIBILITY UNDER SECTION 29A OF THE CODE

4.3.1 All PRAs must be eligible under Section 29A of the Code and must not suffer from any legal disability preventing submission of the resolution plan.

4.3.2 The EOI must be unconditional and strictly in the format set out herein.

4.3.3 The PRAs must not be ineligible under Section 29A of the Code. The ineligibility criteria are set out based on Section 29A of the Code as applicable on the date of issuance of the IEOI and are subject to changes pursuant to the amendments in the Code, from time to time. The PRAs are required to stay updated on the amendments to the Code from time to time and any modifications to the ineligibility norms set out under Section 29A of the Code shall also apply to this IEOI, without the requirement of any further communication to be issued to the PRAs.

4.3.4 Each PRA, along with EOI, is required to furnish an undertaking as per Regulation 36A(7)(c) of the CIRP Regulations in the form as set out in Annexure 'D' hereof confirming that it is not ineligible under Section 29A of the Code. If any Consortium Member is found ineligible under Section 29A, the RP and/or CoC may reject, disqualify, reconstitute or otherwise deal with such Consortium in such manner as may be considered appropriate under applicable law.

4.3.5 PRAs shall remain responsible for monitoring compliance with Section 29A.

4.3.6 By submitting EOI, each PRA shall be deemed to acknowledge that (i) it has carefully read the entire IEOI and has fully informed itself as to all existing conditions and limitations; and (ii)

disqualification of the PRA due to non-compliance with Section 29A of the Code will not attract any litigation from PRA.

4.4 DISQUALIFICATION CRITERIA

Without prejudice to any other rights of the RP or the CoC, a PRA may be disqualified if:

(a) It is ineligible under Section 29A;

(b) It fails to satisfy the eligibility criteria prescribed in this IEOI;

(c) It provides false, inaccurate or misleading information;

(d) It fails to provide documents, clarifications or confirmations requested by the RP and/or CoC;

(e) Its participation is detrimental to the CIRP or interests of stakeholders;

(f) It becomes subject to any prohibition or regulatory restriction materially affecting its eligibility;

(g) It ceases to satisfy the prescribed eligibility criteria;

(h) It breaches the IEOI, confidentiality undertaking, RFRP or any process document;

(i) Any Consortium Member withdraws, becomes ineligible or ceases to satisfy eligibility requirements and continuation of the Consortium is not approved by the RP and/or CoC; or

(j) It is discovered that the PRA, any Consortium Member, any entity forming part of its Group, or any other consortium of which the PRA or any Consortium Member is or has been a member, is in default of, or has failed to comply with, any material term or condition of any other resolution plan previously approved by an NCLT in respect of any other corporate debtor under the Code; or

(k) It or any Person acting jointly or in concert with it, or any entity Controlled by it, has been barred by the Central Government, any State Government or any relevant regulatory authority from operating or engaging in its business as on the date of submission of the EOI, and its Net Worth shall not be taken into consideration for the purposes of determining eligibility. In the event any such prohibition is imposed after submission of the EOI, such PRA shall be liable to be disqualified; or

(l) Its participation is otherwise contrary to the Code, CIRP Regulations, any order of the Hon'ble NCLT or applicable law.

The RP and the CoC reserve the right to determine eligibility, undertake due diligence, independently verify information, seek clarifications, reject any EOI and/or disqualify any PRA at any stage of the CIRP.

5. SUBMISSION OF EXPRESSION OF INTEREST

PRAs satisfying the eligibility criteria and not being ineligible under Section 29A may submit an EOI in accordance with this Clause.

The EOI shall be submitted in the format prescribed in **Annexure A** and shall be unconditional, complete in all respects and accompanied by all information, declarations, affidavits, undertakings and supporting documents prescribed under this IEOI.

Submission of an EOI shall constitute an acknowledgement by the PRA that it has reviewed and understood this IEOI, satisfies the eligibility criteria, is willing to participate in the CIRP in accordance with applicable law and further process documents, shall be bound by this IEOI, the RFRP and subsequent process communications, and shall provide further information as may be required.

Fulfilment of eligibility criteria and submission of an EOI shall not automatically entitle any PRA to participate in subsequent stages of the CIRP.

5.1 DOCUMENTS REQUIRED

The EOI shall be accompanied by the following documents, as applicable:

(a) EOI in the format prescribed under **Annexure A**;

(b) Profile of the PRA in the format prescribed under **Annexure B**, including details of business, ownership, management, promoters, key managerial personnel, directors, partners, trustees, sponsors, investment managers and ultimate beneficial owners, as applicable, and for each of the Consortium Member, where applicable;

(c) Board Resolution, Power of Attorney or Authorisation Letter authorising submission of EOI and execution of documents, as per indicative format provided under **Annexure C**;

(d) Latest audited financial statements, annual reports, income tax returns and other records required to establish eligibility, for the immediately preceding three (3) financial years, including FY 2025-26, if available;

(e) Documentary evidence demonstrating satisfaction of the applicable eligibility criteria, including:

- Net Worth certificate issued by a statutory auditor or practising chartered accountant/ income tax return, as on 31 March 2026, where eligibility is demonstrated on the basis of Net Worth;
- Audited financial statements and/or certificate from the statutory auditor evidencing satisfaction of the prescribed Consolidated Annual Group Revenue threshold and, including FY 2025-26, if available and applicable;
- AUM certificate, net owned funds certificate, audited financial statements, regulatory filings or such other documentary evidence acceptable to the RP, where eligibility is demonstrated on the basis of AUM or net owned funds;
- Loan portfolio certificate and supporting document, where applicable to ARCs;
- Supporting documents required where eligibility is demonstrated through a promoter, sponsor, Affiliate, Group company, Parent or Ultimate Parent entity.
- Where the PRA is a foreign national, NRI, PIO or foreign entity, all documents executed outside India and submitted as part of the EOI shall be duly apostilled,

as per applicable law of the relevant jurisdiction, and shall bear stamp duty paid in India prior to submission, failing which the EOI may be treated as incomplete.

- Any other document establishing the financial eligibility criteria of the PRA to the satisfaction of the RP or CoC, including information and supporting documents furnished under **Annexure B**;

(f) Affidavit under Section 29A in the format prescribed under **Annexure D**;

(g) Eligibility undertaking under **Annexure E**;

(h) Details of connected persons, persons acting jointly or in concert, holding companies, subsidiaries, associates, affiliates and persons proposed to be in control or management.

(i) Know your customer ("**KYC**") documents including certificate of incorporation, constitutional documents, PAN, GST registration, proof of address, board details and beneficial ownership details, as applicable.

(j) Consortium details, where applicable.

(k) Document checklist.

(l) Brief profile of the PRA and rationale for participation.

(m) Statement demonstrating satisfaction of eligibility criteria.

(n) Supporting documents where eligibility is demonstrated through promoter, sponsor, Affiliate, Parent, Ultimate Parent or Group entity credentials.

(o) Details of any resolution plan previously submitted by the PRA or its group entities under the Code and details of any plan which failed, was withdrawn or remained unimplemented, if applicable.

(p) Proof of payment / submission of the Refundable Deposit in accordance with Clause 5.4;

(q) Any other information or documents required by the RP and/or CoC.

5.2 SUBMISSION PROCESS

The EOI and all supporting documents shall be submitted by email to insolvency.iipl@gmail.com on or before 19 November 2026, with the subject line:

"**Expression of Interest for Submission of Resolution Plan - Infiiloom India Private Limited**"

In addition to electronic submission, PRAs shall submit physical copies of the EOI and supporting documents in a sealed envelope at the address specified below:

Mr. Pulkit Gupta
Resolution Professional
Infiiloom India Private Limited
Correspondence Address: EY Restructuring LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400028

Email: insolvency.iipl@gmail.com

The envelope shall be superscribed:

"**Expression of Interest for Submission of Resolution Plan - Infiiloom India Private Limited**"

The EOI and supporting documents shall be signed by the authorised signatory and accompanied by evidence of authority.

Where the PRA is a consortium, the Lead Member may submit the EOI on behalf of the consortium; however, all declarations, affidavits, undertakings and supporting documents required from each consortium member shall be separately executed and submitted.

In case of discrepancy between electronic and physical submissions, the RP and the CoC may seek clarification, request rectification, reject the EOI or determine the governing version in his discretion.

Conditional EOIs, incomplete EOIs, EOIs received after the prescribed deadline, EOIs not accompanied by required documents or EOIs containing false, inaccurate or misleading information may be rejected.

All costs incurred by PRAs in connection with preparation and submission of EOI, participation in the CIRP, due diligence, professional advice, management meetings, site visits and preparation of resolution plans shall be borne solely by the PRA.

5.3 TIMELINES

Activity	Date
Issue of Form G	29 October 2026
Issue of Detailed Invitation for Expression of Interest (IEOI)	29 October 2026
Last Date for Submission of Expression of Interest (EOI)	19 November 2026
Publication of Provisional List of Eligible PRAs	26 November 2026
Last Date for Submission of Objections to the Provisional List	01 December 2026
Publication of Final List of Eligible PRAs	04 December 2026
Access to Information Memorandum and Virtual Data Room	05 December 2026
Issue of RFRP and evaluation matrix	05 December 2026
Last Date for Submission of Resolution Plans	04 January 2027

The above timelines are indicative and may be extended, modified, supplemented, revised or restructured by the RP and/or CoC in accordance with applicable law.

Any extension or modification of timelines shall not be construed as a modification of, or a fresh issuance of, this IEOI for the purposes of the CIRP Regulations, unless expressly required under applicable law.

Any extension in timelines or modification in the content of this IEOI will not necessarily be carried out by issuance of a revised IEOI, addendum, or advertisement, but may be notified directly on the website of the Corporate Debtor, if any. PRAs should regularly visit the website of the Corporate Debtor to keep themselves updated regarding clarifications, amendments or extensions of time, if any, in relation to this IEOI.

The last date for submission of EOI (strictly in the format prescribed herein) is 19 November 2026. Provided that the Resolution Professional may extend the Last Date, with consent/ approval/ ratification of the CoC (at its sole discretion).

Provided further, that the RP (with CoC consent/ approval/ ratification) has the right to accept or reject any EOI submitted after the last date for submission of EOI in terms of the IEOI.

All the EOIs received on or before the Last Date will be reviewed by the RP.

Access to IM, RFRP, VDR, and other relevant information pertaining to the CIRP shall be provided to qualified and shortlisted PRAs appearing in the final list.

The qualified and shortlisted PRAs appearing in the final list shall be required to submit their resolution plan, in accordance with the provisions of Code and the CIRP Regulations and in accordance with the provisions set out in the RFRP, on or before the date as may be communicated to the PRAs.

The Last Date may be extended from time to time in accordance with applicable laws and such an extension shall not be considered as a fresh issuance or modification of the IEOI for the purpose of the CIRP Regulations.

If the last date for submission falls on a public holiday in the relevant jurisdiction, the next business day shall be deemed to be the applicable deadline unless otherwise notified**.**

5.4 REFUNDABLE DEPOSIT

Each PRA shall submit, along with its EOI, a refundable deposit of INR 10,00,000 (Indian Rupees Ten Lakhs only) ("**Refundable Deposit**"). The Refundable Deposit shall be the same for all PRAs, irrespective of the Category under which the PRA subsequently elects to submit its Resolution Plan. Any earnest money deposit, refundable deposit or performance security applicable to a Resolution Plan under a particular Category or in respect of particular Identified Assets shall be as prescribed in the RFRP.

The Refundable Deposit shall be non-interest bearing and shall be submitted by way of:

(a) direct bank transfer to the designated bank account notified by the RP; or

(b) demand draft drawn in favour of "Infiiloom India Private Limited (under CIRP)" or such other name as may be specified by the RP; or

(c) an unconditional and irrevocable bank guarantee issued by a scheduled commercial bank in India, in favour of "Infiiloom India Private Limited (under CIRP)", valid for a period of not less than 1 year and with a further claim period of not less than 1 years from the date of its issuance, in the format prescribed under **Annexure I**. Further, the Refundable Deposit (submitted by way of a bank guarantee) shall be renewed/extended by the PRA from time to time, for such period, as may be desired by the Resolution Professional and/or CoC and within a period of 7 days from the receipt of such request from Resolution Professional and/or CoC failing which the Refundable Deposit may be liable to invocation in the sole discretion of the RP and/or CoC.

(d) In case of entities with no domestic presence in India, i.e., overseas/foreign entities, mode of submission of Refundable Deposit shall only be through bank guarantee of scheduled commercial banks in India or direct bank transfer to the designated bank account notified by the RP.

The details of the designated bank account for remittance of the Refundable Deposit shall be separately communicated by the RP or published through a corrigendum, addendum or process communication.

In the case of overseas applicants, the Refundable Deposit shall be remitted through normal banking channels in accordance with applicable foreign exchange laws and regulations.

The impact of any gain or loss on account of foreign exchange fluctuation in relation to the Refundable Deposit shall be borne solely by the PRA, without any recourse to the RP, the CoC or the Corporate Debtor.

5.4.1 **Refund of Refundable Deposit**

Subject to the provisions of this IEOI and applicable law, except if invoked earlier, the Refundable Deposit shall be refunded or returned without interest within ten (10) Business Days of the occurrence of the earliest of the following events:

(a) rejection of the EOI of the PRA;

(b) non-inclusion of the PRA in the final list of eligible PRAs;

(c) withdrawal of the PRA from the process prior to submission of a resolution plan, where such withdrawal is notified in writing to the RP and is permitted under applicable law;

(d) termination, withdrawal or cancellation of the CIRP or the relevant process contemplated under this IEOI.

(e) submission of resolution plan by the PRA along with earnest money deposit, as applicable

(f) such other circumstances as may be determined by the RP and/or the CoC; or

(g) upon completion of the CIRP and approval of a resolution plan by the Hon'ble NCLT or closure of the resolution process, in relation to unsuccessful PRAs, unless liable for forfeiture under this IEOI.

For the avoidance of doubt, where a PRA proceeds to the resolution plan submission stage, the Refundable Deposit furnished with its EOI shall not be adjusted against the amount of any earnest money deposit, refundable deposit or performance security required to be furnished by such PRA along with its resolution plan pursuant to the RFRP. A separate deposit shall be required as may be specified in the RFRP.

5.4.2 **Forfeiture of Refundable Deposit**

The Refundable Deposit may be forfeited, in whole or in part, by the RP acting on the instructions of the CoC, without prejudice to any other rights or remedies available under applicable law, if:

(a) the PRA is found to be ineligible under Section 29A of the Code;

(b) any declaration, representation, statement, affidavit, undertaking or information furnished by the PRA is found to be false, incorrect, misleading or incomplete in any material respect;

(c) there is any misrepresentation in the EOI or any accompanying document;

(d) the PRA fails to comply with any material requirement of this IEOI;

(e) The PRA fails to renew/extend the validity period of the Refundable Deposit within 7 (seven) days from the request for such renewal/extension from the RP;

(f) The RP (in consultation with the CoC) determines that the PRA has made a false or misleading declaration of eligibility to satisfy the Eligibility Criteria provided in this IEOI;

(g) the PRA breaches the Confidentiality Undertaking, this IEOI, the RFRP, any process document, undertaking or other obligation binding upon the PRA;

(h) the PRA fails to comply with directions, requests for information, clarifications or requirements prescribed by the RP and/or the CoC; or

(i) any other event occurs which, in the opinion of the RP and/or the CoC, materially impairs the integrity of the CIRP or the participation of the PRA therein.

In the case of a Consortium, the Refundable Deposit may be forfeited upon the occurrence of any of the events specified above in relation to any Consortium Member.

The decision of the RP acting on the instructions of the CoC regarding forfeiture, retention or refund of the Refundable Deposit shall be final and binding, subject to applicable law.

It is clarified that any such forfeiture/invocation shall not limit any rights or remedies that the RP or CoC may have under applicable law or otherwise, against the PRA.

6. EVALUATION AND SHORTLISTING PROCESS

All EOIs received within the prescribed timeline shall be reviewed by the RP for completeness, eligibility and compliance with this IEOI, the Code and the CIRP Regulations.

The RP may verify information submitted by PRAs through independent sources and may seek clarifications, additional documents, certifications, declarations or undertakings from PRAs. The RP may also consult the CoC and advisors assisting in the CIRP for assessment of eligibility and compliance.

Upon review, the RP shall prepare the provisional list of eligible PRAs in accordance with the CIRP Regulations, excluding therefrom any PRA that is ineligible under Section 29A, fails to satisfy the eligibility criteria prescribed in Clause 4, or is liable to be disqualified on any of the grounds set out in Clause 4.4, including where the EOI is incomplete, is submitted after the last date, is not accompanied by the required documents, or contains false, incorrect, inaccurate or misleading information. PRAs may submit objections to the provisional list within the prescribed period.

Following consideration of objections, clarifications and additional information, the RP shall prepare the final list of eligible PRAs.

Inclusion of a PRA in the provisional or final list shall not create any vested right to receive access to information, submit a resolution plan, participate in subsequent stages of the CIRP or have its resolution plan evaluated or approved by the CoC. Participation shall remain subject to continued compliance with the Code, CIRP Regulations, Section 29A, this IEOI, the RFRP and all subsequent process documents.

The CoC of the Corporate Debtor reserves the right to cancel or modify the process, or to provide dispensation or relaxation from one or more requirements as specified in this invitation for EoI vis-à-vis one or more applicants/PRAs, 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, https://iiplcirp.com to keep themselves updated on clarifications/ amendments/ time-extensions, if any.

7. CONFIDENTIALITY AND ACCESS TO INFORMATION

Access to confidential information relating to the Corporate Debtor, the IM, the VDR, process documents, business information, financial information, operational information, records, clarifications and other relevant information shall be provided only to eligible PRAs included in the final list of eligible PRAs and upon execution of the prescribed confidentiality undertaking ("**Confidentiality Undertaking**") under **Annexure F** in accordance with Section 29(2) of the Code and applicable law.

The information provided shall be used solely for the purpose of evaluating the Corporate Debtor, and the opportunity contemplated under this IEOI, and for preparation and submission of a resolution plan. PRAs shall not use such information for any other purpose and shall maintain the confidentiality of such information in accordance with the Confidentiality Undertaking and applicable law.

Access to information, management interactions, site visits, clarification sessions, data requests, inspections and other due diligence activities shall be provided in such manner, at such times and subject to such conditions as may be determined by the RP and/or the CoC.

The RP, the CoC, the Corporate Debtor and their respective advisors, consultants and representatives make no representation or warranty, express or implied, as to the accuracy, completeness, adequacy or reliability of any information provided to any PRA.

Each PRA shall conduct its own independent review, verification, investigation and due diligence and shall rely solely on its own assessment in relation to the Corporate Debtor, and the opportunity contemplated under this IEOI.

Nothing contained in this IEOI or any information made available to a PRA shall be construed as an assurance, representation or guarantee regarding the business, assets, liabilities, financial condition, operations, prospects or value of the Corporate Debtor.

8. PROCESS SUBSEQUENT TO EOI SUBMISSION

The indicative process following submission of an EOI under this IEOI shall broadly comprise the following stages:

(a) Submission of EOI and supporting documents;

(b) Verification of eligibility by the RP;

(c) Publication of the provisional list of eligible PRAs;

(d) Publication of the final list of eligible PRAs;

(e) Issuance of the RFRP, evaluation matrix and other process documentation;

(f) Provision of access to the IM, VDR and other relevant information relating to the Corporate Debtor;

(g) Submission of resolution plan(s) by eligible PRAs in accordance with the RFRP along with the earnest money deposit as prescribed under the RFRP;

(h) Evaluation, clarification, discussion, negotiation and consideration of resolution plan(s);

(i) Approval of resolution plan(s) by the CoC in accordance with the Code and applicable law; and

(j) Submission of the approved resolution plan before the Hon'ble NCLT for its consideration and approval.

The RP and/or the CoC may seek clarifications, additional information, revised proposals, modifications, negotiations, presentations and such other information as may be considered necessary in relation to any resolution plan submitted during the CIRP.

The RP and/or the CoC may also undertake such evaluation, comparison, discussions, negotiations or value maximisation measures as may be considered appropriate in accordance with the Code, the CIRP Regulations, the RFRP and applicable law.

The process subsequent to submission of the EOI, including evaluation, negotiation, consideration and approval of resolution plan(s), shall remain subject to the provisions of the Code, the CIRP Regulations, orders of the Hon'ble NCLT and the commercial wisdom of the CoC.

Nothing contained herein shall obligate the RP or the CoC to invite, evaluate, negotiate upon, approve or accept any resolution plan, and all rights available under applicable law are expressly reserved.

Subject to the approval of the CoC, a PRA may submit a resolution plan together with a co-investor, who may be identified at a later stage but in any event prior to approval of the resolution plan by the CoC, or together with any financial or strategic partner as the PRA may deem fit, provided that the RP and the CoC shall have the right to require such additional documentation, undertakings or confirmations as they may consider necessary to ensure compliance with the Code, the CIRP Regulations, this IEOI, the RFRP and the eligibility requirements set out herein, including confirmation that no such entity is ineligible under Section 29A of the Code.

Notwithstanding anything contained in this IEOI, the CoC may, at any stage of the CIRP and in its sole discretion, permit any person who has not submitted an EOI within the prescribed timeline, or who was not included in the provisional or final list of eligible PRAs, to submit a Resolution Plan under any Category in respect of the Corporate Debtor and/or any Identified Asset, subject to such person satisfying the eligibility criteria set out in this IEOI (including Section 29A of the Code) and such additional conditions as the CoC may prescribe. No PRA included in the provisional or final list shall have any right to object to, challenge or restrain any such permission granted by the CoC.

A PRA that does not, directly or through its Affiliates or Group entities, possess the technical capabilities or operational experience relevant to the business of the Corporate Debtor, may partner with a technical partner who possesses such capabilities, or engage an operations and maintenance contractor having the requisite experience, for a period of not less than 2 (two) years from the date of implementation of the resolution plan. In such cases, the PRA shall, along with its EOI or at such later stage as may be permitted by the RP and/or the CoC, submit details of the proposed technical partner or operations and maintenance contractor, together with evidence of such partner's or contractor's technical qualifications and experience, an undertaking from such partner or contractor confirming its willingness to provide technical support, and such other documents, undertakings or confirmations as the RP and/or the CoC may require. Alternatively, such PRA may submit an undertaking demonstrating the

methodology to be adopted by it to operate the business of the Corporate Debtor. The RP and/or the CoC shall have the right to evaluate the adequacy and acceptability of such arrangements, and no PRA shall have any right or entitlement to participate in the CIRP solely on the basis of having proposed such a tie-up.

9. RIGHTS OF THE COMMITTEE OF CREDITORS AND RESOLUTION PROFESSIONAL

Subject to applicable law, the RP and/or the CoC reserve the right, at any stage of the CIRP, to amend, modify, supplement, withdraw, suspend, cancel or terminate this IEOI and/or the process contemplated herein.

Without limitation to the generality of the foregoing, the RP and/or the CoC reserve the right to:

(a) extend, modify, revise or waive any timeline, process requirement or procedural condition;

(b) issue clarifications, corrigenda, addenda, supplements or modifications to this IEOI or any other process document;

(c) seek additional information, documents, declarations, affidavits, undertakings or clarifications from any PRA;

(d) waive immaterial procedural deficiencies, defects or irregularities;

(e) modify, amend, supplement, relax or waive any eligibility criteria or qualification requirements;

(f) reject, disqualify, exclude or otherwise determine the eligibility of any PRA;

(g) verify information independently and undertake such due diligence as may be considered necessary;

(h) accept, reject, evaluate, negotiate, consider or otherwise deal with any EOI, resolution plan or proposal received during the CIRP;

(i) modify, combine, separate, reconfigure, withdraw or otherwise deal with any Identified Asset or business undertaking contemplated under this IEOI

(j) invite, permit, consider or evaluate Resolution Plans under Category I, Category II or Category III, including in respect of any permitted Identified Asset or combination of Identified Assets, in accordance with the Code and as may be acceptable to the CoC

(k) take any other action as may be considered necessary or desirable for conduct of the CIRP, maximisation of value and achievement of resolution of the Corporate Debtor; or

(l) accept EOIs submitted after the last date for submission or any EOI that deviates from the requirements set out herein, and no other PRA shall have the right to object to such acceptance.

The RP and/or the CoC shall not be obligated to provide reasons for rejection, non-shortlisting, exclusion, disqualification or any other determination made under this IEOI, except to the extent required under applicable law.

No oral conversation, representation, discussion, communication or understanding with the RP, the CoC, the Corporate Debtor or their advisors shall modify the terms of this IEOI. Only written communications issued by the RP shall be binding.

Nothing contained in this IEOI shall restrict or prejudice the rights, powers or remedies of the RP or the CoC under the Code, the CIRP Regulations or applicable law.

By submitting an EOI, each PRA shall be deemed to have carefully reviewed, understood and accepted the terms and conditions contained in this IEOI and to have agreed to be bound by the same.

10. GOVERNING LAW AND JURISDICTION

This IEOI and the process contemplated herein shall be governed by and construed in accordance with the laws of India, including the Insolvency and Bankruptcy Code, 2016 and regulations framed thereunder.

All issues, disputes and claims arising out of or in connection with this IEOI, the EOI process or the CIRP shall be subject to the jurisdiction of the Hon'ble National Company Law Tribunal, Mumbai and, where applicable, the Hon'ble National Company Law Appellate Tribunal, New Delhi and courts exercising supervisory jurisdiction thereover.

11. CONTACT DETAILS

All communications, clarifications and submissions in relation to this IEOI shall be addressed to:

Mr. Pulkit Gupta
Resolution Professional
Infiiloom India Private Limited
IBBI Registration No.: IBBI/IPA-001/IP-P-02364/2021-2022/13697
Professional Membership No.: IP/P-02364
AFA Valid Up To: 30 June 2027

Process Email:	insolvency.iipl@gmail.com
Registered Address:	EY, 3rd & 6th Floor, Wing A & B, Worldmark-1, IGI Airport Hospitality District, Aerocity, New Delhi, Delhi 110037
Correspondence Address:	EY Restructuring LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400028
Contact Number:	**+91-96814-05530 or +91-94253-00701**

PRAs may seek clarifications regarding the EOI process by writing to the above email address at least 5 Business Days before the last date for submission of EOI. Clarifications, if any, shall be issued in writing by the RP. No oral clarification shall be binding.

SCHEDULE 1

CATEGORIES AND IDENTIFIED ASSETS OF THE CORPORATE DEBTOR

For the purposes of this IEOI, the Categories for submission of Resolution Plans are set out in Clause 3.2, and the assets available for submission of Resolution Plans under Category II or Category III are the following Identified Assets:

Identified Asset 1: Pune Manufacturing Facility;

Identified Asset 2: Nellore Manufacturing Facility;

Identified Asset 3: Nashik Manufacturing Facility; and

Identified Asset 4: Residual Corporate Entity, the principal identified asset of which its brought-forward tax losses, subject to applicable law and their continued availability, together with such common or residual assets as may be finally determined.

At the resolution plan stage, eligible PRAs may submit one Resolution Plan under only one Category: Category I for the Corporate Debtor as a whole; Category II for any one Identified Asset; or Category III for more than one, but not all the Identified Assets. The relevant Identified Asset or Identified Assets shall be expressly specified in a Resolution Plan submitted under Category II or Category III.

IDENTIFIED ASSET 1: PUNE MANUFACTURING FACILITY

Particulars	Details
Asset	Pune Manufacturing Facility
Location	Pune, Maharashtra
Land Parcel	GAT Nos. 1231 and 1228, Sanaswadi, Shirur, Pune
Land Area	Approximately 16,900 sq. m.
Asset Description	The Pune Manufacturing Facility together with all land, buildings, factory structures, plant and machinery, utilities, inventories, equipment, furniture and fixtures, contracts, licences, permits, approvals and all other movable and immovable assets pertaining thereto.
Machine Count	Approximately 403 machines.
Key Infrastructure	Production building, administration facilities, quality laboratory, storage facilities, canteen, utility infrastructure and ancillary factory structures.

IDENTIFIED ASSET 2: NELLORE MANUFACTURING FACILITY

Particulars	Details
Asset	Nellore Manufacturing Facility
Location	Nellore, Andhra Pradesh
Land Parcel	Survey No. 198, Tada Mandal, Mambarru Village, APIIC Industrial Park, Nellore

Particulars	Details
Land Area	Approximately 20,235 sq. m.
Asset Description	The Nellore Manufacturing Facility together with all land, buildings, factory structures, plant and machinery, utilities, inventories, equipment, furniture and fixtures, contracts, licences, permits, approvals and all other movable and immovable assets pertaining thereto.
Machine Count	Approximately 753 machines.
Key Infrastructure	Main plant, utility buildings, storage facilities, sewage treatment facilities, fire infrastructure and ancillary factory structures.

IDENTIFIED ASSET 3: NASHIK MANUFACTURING FACILITY

Particulars	Details
Asset	Nashik Manufacturing Facility
Location	Nashik, Maharashtra
Land Parcel	Gat No. 350, Wadivarhe, Igatpuri, Nashik
Land Area	Approximately 27,240 sq. m.
Asset Description	The Nashik Manufacturing Facility together with all land, buildings, factory structures, plant and machinery, utilities, inventories, equipment, furniture and fixtures, contracts, licences, permits, approvals and all other movable and immovable assets pertaining thereto.
Machine Count	Approximately 670 machines.
Key Infrastructure	Main plant building, finishing block, boiler house, utility facilities, storage facilities, electrical infrastructure, water treatment systems and ancillary factory structures.

IDENTIFIED ASSET 4: Residual Corporate Entity

Particulars	Details
Identified Asset	Identified Asset 4: Residual Corporate Entity (Infiiloom India Private Limited, the Corporate Debtor)
Description	The residual corporate entity of the Corporate Debtor, comprising its corporate shell, accumulated tax losses, unabsorbed depreciation and other residual assets and liabilities not forming part of Identified Asset 1, 2 or 3, together with all rights, title and interests of the Corporate Debtor not otherwise transferred pursuant to a resolution plan for Identified asset 1, 2 or 3.

The quantum of accumulated tax losses, unabsorbed depreciation and other tax attributes forming part of Identified asset 4, and their availability and treatment following implementation of a resolution plan, shall be made available to the eligible PRAs through the IM, the VDR and the RFRP, and PRAs should rely on their own tax advice in that regard.

The descriptions contained in this Schedule are indicative and non-exhaustive and are based on the information provided to the RP by the erstwhile management and employees of the Corporate Debtor, and may accordingly vary. Detailed particulars relating to the assets, liabilities, tax attributes and other matters comprised within each Identified Asset, including land, buildings, plant and machinery, inventories, licences, approvals, contracts, encumbrances, litigations, claims and liabilities, shall be made available to eligible PRAs through the IM, the VDR and such additional information as may be provided by the RP during the CIRP.

Each PRA shall conduct its own independent review, investigation and due diligence in relation to the Corporate Debtor, each Category and each relevant Identified Asset, and shall rely solely on its own assessment for the purposes of submission of an EOI and Resolution Plan.

For the avoidance of doubt:

(i) A PRA may submit an EOI without specifying the Category or Identified Asset in respect of which it intends to submit a Resolution Plan. At the resolution plan stage, each eligible PRA may submit only one Resolution Plan under one Category;

(ii) under Category I, a Resolution Plan may be submitted for the Corporate Debtor as a whole, as a going concern, comprising all the Identified Assets;

(iii) under Category II, a Resolution Plan may be submitted for any one Identified Asset, and under Category III, a Resolution Plan may be submitted for more than one, but not all the Identified Assets, with each relevant Identified Asset expressly specified in the Resolution Plan; and

(iv) where no Resolution Plan is received or approved under a Category or in respect of any Identified Asset, the RP and the CoC may deal with the Corporate Debtor or such Identified Asset/Assets, as applicable, including by way of liquidation or re-running the EOI process, in accordance with applicable law and without prejudice to any approved Resolution Plan.

SCHEDULE 2

DEFINITIONS

S. No.	Term	Definition
1.	**Admission Order**	The order dated 4 September 2026 passed by the Hon'ble NCLT in Company Petition No. C.P. (IB)/411(MB)/2026, admitting the Corporate Debtor into CIRP and appointing Mr. Pulkit Gupta as interim resolution professional.
2.	**Affiliate**	With respect to any Person, means any other Person which, directly or indirectly: (A) Controls such Person; or (B) is Controlled by such Person; or (C) is Controlled by the same Person who, directly or indirectly, Controls such Person.
3.	**ARC**	An asset reconstruction company.
4.	**AUM**	Assets under management, as relevant to the eligibility criteria applicable to Financial Entities, Funds and Asset Reconstruction Companies.
5.	**Category**	Each of Category I, Category II and Category III, being the categories under which eligible PRAs may submit a Resolution Plan at the resolution plan stage, as described in Clause 3.2.
6.	**Category I**	A Resolution Plan for the Corporate Debtor as a whole, as a going concern, comprising all Identified Assets.
7.	**Category II**	A Resolution Plan for any one Identified Asset, with the relevant Identified Asset expressly specified in the Resolution Plan.
8.	**Category III**	A Resolution Plan for more than one, but not all, Identified Assets, with every relevant Identified Asset expressly specified in the Resolution Plan.
9.	**CIRP**	The corporate insolvency resolution process of the Corporate Debtor.
10.	**Confidentiality Undertaking**	The confidentiality undertaking in the form prescribed under Annexure F, required to be executed by a PRA to obtain access to confidential information relating to the Corporate Debtor, the IM, the VDR and other process documents, in accordance with Section 29(2) of the Code and applicable law.
11.	**Consolidated Annual Group Revenue**	The consolidated revenue of the relevant entity and its Group.
12.	**Consortium Member(s)**	Each member of a Consortium, whose percentage participation interest is specified in the EOI.
13.	**Control / Controlled / Controlling**	Shall have the meaning ascribed to the term "control" under Section 2(27) of the Companies Act, 2013, and the terms "Controlled" and "Controlling" shall be construed accordingly.

S. No.	Term	Definition
14.	**Corporate Debtor**	Infiiloom India Private Limited (CIN: U17118PN1995PTC018285), undergoing CIRP under the Code.
15.	**Group**	Entities controlling, controlled by or under common control with the PRA.
16.	**Hon'ble NCLT**	The Hon'ble National Company Law Tribunal, Mumbai Bench.
17.	**Identified Asset**	Each of Identified Asset 1 (Pune Manufacturing Facility), Identified Asset 2 (Nellore Manufacturing Facility), Identified Asset 3 (Nashik Manufacturing Facility) and Identified Asset 4 (Residual Corporate Entity), as described in Schedule 1, available for submission of Resolution Plans under Category II or Category III.
18.	**IM**	The information memorandum made available to eligible PRAs.
19.	**Insolvency Commencement Date**	4 September 2026, being the date of the Admission Order.
20.	**Invitation / IEOI**	This detailed invitation for expression of interest, prepared and issued by the RP of the Corporate Debtor, acting on the instructions of and with the prior approval of the CoC, for the purpose of inviting EOIs from eligible and interested PRAs in connection with the CIRP of the Corporate Debtor.
21.	**RP**	Mr. Pulkit Gupta, the Resolution Professional of the Corporate Debtor, continued as the Resolution Professional pursuant to Section 22(3)(a) of the Insolvency and Bankruptcy Code, 2016.
22.	**Lead Member**	The member of a Consortium designated to act as the single point of contact and to have authority to bind, represent and take decisions on behalf of the Consortium.
23.	**Net Worth**	Net worth as applicable for the eligibility criteria, excluding revaluation reserves and similar accounting adjustments.
24.	**Parent**	A company or entity which Controls the PRA, either directly or indirectly.
25.	**Refundable Deposit**	The refundable deposit of INR 10,00,000 (Indian Rupees Ten Lakhs only) required to be submitted by each PRA along with its EOI, which is the same for all PRAs irrespective of the Category under which the PRA subsequently elects to submit its Resolution Plan.
26.	**RFRP**	The request for resolution plan (including the evaluation matrix) outlining the process for submission, evaluation, negotiation and approval of resolution plans in the CIRP of the Corporate Debtor, prepared in accordance with the Code and the CIRP Regulations.

S. No.	Term	Definition
27.	**Ultimate Parent**	A company which Controls, either directly or indirectly, the Parent of the PRA.
28.	**VDR**	The virtual data room made available to eligible PRAs.

ANNEXURE A

FORMAT OF EXPRESSION OF INTEREST

(On the letterhead of the PRA / Lead Member of the Consortium, as applicable)

Date: [●]

To,
Mr. Pulkit Gupta
Resolution Professional
Infiiloom India Private Limited
IBBI Registration No.: IBBI/IPA-001/IP-P-02364/2021-2022/13697

Correspondence Address:
EY Restructuring LLP,
14th Floor, The Ruby,
29 Senapati Bapat Marg,
Dadar (West), Mumbai - 400028

Email: insolvency.iipl@gmail.com

Subject: Expression of Interest for Submission of Resolution Plan in the Corporate Insolvency Resolution Process of Infiiloom India Private Limited

Dear Sir,

1. In response to the detailed Invitation for Expression of Interest dated 29 October 2026 ("**IEOI**") issued by you in your capacity as the Resolution Professional of Infiiloom India Private Limited ("**Corporate Debtor**"), inviting Expressions of Interest ("**EOI**") for submission of resolution plan(s) in accordance with the terms of the **IEOI** and the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), read with the rules and regulations framed thereunder, including the CIRP Regulations, we hereby submit our **EOI**.

2. We confirm that we have read, understood and accepted the terms and conditions of the IEOI, including the eligibility criteria, ineligibility requirements under Section 29A of the Code, submission requirements, process terms and all other conditions prescribed therein.

3. We confirm that we satisfy the eligibility criteria specified in the IEOI and are not ineligible under Section 29A of the Code. We further confirm that we shall continue to remain eligible under the IEOI, the Code and applicable law throughout the CIRP and until implementation of any resolution plan submitted by us, if approved.

4. We are submitting this unconditional and irrevocable EOI for submission of a Resolution Plan in respect of the Corporate Debtor without specifying any Category or Identified Asset. We acknowledge and confirm our understanding that, at the resolution plan stage, we may elect to submit one Resolution Plan under only one Category described in Clause 3.2 and Schedule 1 to the IEOI: Category I for the Corporate Debtor as a whole; Category II for any one Identified Asset; or Category III for more than one, but not all, Identified Assets, in accordance with the RFRP.

5. [*Applicable only in case of Consortium*]

We are submitting this EOI as a Consortium. The details of the Consortium are set out below:

Sr. No.	Name of Consortium Member	Type of Entity	Participation Interest	Role	Other Details
1	[●]	[●]	[●]%	Lead Member	[●]
2	[●]	[●]	[●]%	Consortium Member	[●]
3	[●]	[●]	[●]%	Consortium Member	[●]

[●] shall be the Lead Member of the Consortium and is duly authorised to represent and act on behalf of the Consortium and all Consortium Members in connection with the CIRP.

6. We agree and acknowledge that:

(a) our EOI and all documents submitted by us may be evaluated by the RP and/or the CoC to determine our eligibility;

(b) the RP and/or the CoC reserve the right to conduct due diligence, seek clarifications, request additional information and independently verify all information submitted by us;

(c) satisfying the eligibility criteria shall not automatically entitle us to participate in the CIRP, receive access to confidential information, submit a resolution plan or have any resolution plan considered by the CoC;

(d) the RP and/or the CoC reserve the right to accept, reject or disqualify our EOI at any stage in accordance with the IEOI, the Code, the CIRP Regulations and applicable law;

(e) the RP and/or the CoC may cancel, amend, modify, suspend, withdraw or terminate the IEOI process or any part thereof in accordance with applicable law;

(f) no change in the composition of the Consortium shall be made without the prior approval of the CoC;

(g) all Consortium Members shall be jointly and severally responsible for compliance with the IEOI and the process thereafter;

(h) the Corporate Debtor, and all information relating thereto are being considered by us on an "as is where is, as is what is, whatever there is and without recourse" basis;

(i) we acknowledge that the RP and/or the CoC may modify, combine, separate, reconfigure, withdraw or otherwise deal with any Category, Identified Asset or business undertaking contemplated under the IEOI;

(j) the manner of allocation, attribution or apportionment of liabilities, debts, obligations and claims across Categories, Identified Assets or any permitted combination thereof, as determined by the CoC, shall be binding on us;

(k) we shall bear all costs and expenses incurred in connection with preparation and submission of this EOI, participation in the CIRP, due diligence, professional advice, management meetings, site visits and preparation of resolution plan(s);

(l) we shall not have any claim against the RP, the CoC, the Corporate Debtor or any of their respective advisors, consultants, representatives or professionals in relation to this IEOI, the EOI process, rejection of our EOI, non-inclusion in any provisional or final list or non-consideration of any resolution plan submitted by us; and

(m) we shall comply with all applicable laws including foreign exchange laws, where applicable.

7. We have enclosed the following documents as required under the IEOI in the prescribed formats:

[Please add documents being provided as per Clause 5.1 of IEOI]

8. Details of authorised representative for correspondence:

Particulars	Details
Name	[●]
Designation	[●]
Mobile Number	[●]
Email Address	[●]
Address	[●]

9. We confirm that this EOI has been submitted in accordance with the format prescribed under the IEOI and without any conditions, qualifications, assumptions or deviations.

10. Capitalised terms used but not defined herein shall have the meanings assigned to them in the IEOI.

For and on behalf of
[**Name of PRA / Lead Member of Consortium**]

Signature: _____

Name: [●]

Designation: [●]

Company Seal / Stamp: [●]

Place: [●]

Date: [●]

Notes

1. *Where the EOI is submitted by a Consortium, this Annexure may be executed by each Consortium Member or by the Lead Member on behalf of the Consortium, as permitted under the IEOI.*

2. *The signatory executing this EOI must be duly authorised by board resolution, power of attorney, authorisation letter or equivalent authority.*

3. *Capitalised terms used but not defined herein shall have the meanings assigned to them in the IEOI.*

ANNEXURE B

PROFILE OF PROSPECTIVE RESOLUTION APPLICANT

(To be submitted by the PRA / each Consortium Member, as applicable)

1. General Information

Particulars	Details
Name of PRA / Consortium Member	[●]
Type of Applicant	Individual / Body Corporate / Financial Entity / Fund / Asset Reconstruction Company / Consortium Member
Date of Incorporation / Registration / Birth	[●]
CIN / Registration No. / Identification No.	[●]
Country of Incorporation / Residence	[●]
Registered Office / Permanent Address	[●]
Corporate Office / Correspondence Address	[●]
Email	[●]
Telephone / Mobile	[●]
Website	[●]
PAN / Tax Identification No.	[●]
GST Registration No., if applicable	[●]
RBI / SEBI / IFSCA / Other Regulatory Registration, if applicable	[●]

2. Applicant Classification

Please indicate the category of applicant:

(a) Individual, including resident Indian / NRI / PIO / foreign national;

(b) Body Corporate;

(c) Financial Entities / Fund / Asset Reconstruction Companies;

(d) Consortium Member; or

(e) Other: [●]

3. Business Profile

Please provide a brief description of the business, activities, operations, industry experience, investment focus and relevant background of the PRA / Consortium Member. [●]

4. Ownership and Management Details

Particulars	Details
Promoters / Sponsors	[●]
Holding Company	[●]
Ultimate Parent Entity	[●]
Subsidiaries / Associates / Affiliates	[●]
Directors / Partners / Trustees / KMP	[●]
Ultimate Beneficial Owners	[●]
Persons exercising control	[●]

5. Financial Information

Particulars	Details
Net Worth	INR [●]
Consolidated Annual Group Revenue	INR [●]
Assets Under Management AUM	INR [●]
Net Owned Funds	INR [●]
Loan Portfolio (if applicable)	INR [●]
Financial Year Relied Upon	[●]
Auditor / Certifying Professional	[●]

6. Group Details

If eligibility is demonstrated at Group level, provide details of the relevant Group entity and basis of relationship.

Name of Group Entity	Relationship with PRA	Financial Criterion Relied Upon	Supporting Documents
[●]	[●]	[●]	[●]

7. Prior IBC Experience

Please provide details of any resolution plan previously submitted by the PRA or its Group entities under the Code, including any plan which was approved, rejected, withdrawn, failed or remained unimplemented. [●]

8. Rationale for Participation

Please provide a brief rationale for participation in the CIRP of the Corporate Debtor.

Rationale for Participation: [●] [●]

9. Declaration

We confirm that the information provided above is true, correct and complete. We understand that any false, inaccurate or misleading information may result in rejection of the EOI, disqualification from the CIRP, forfeiture of Refundable Deposit, if applicable, and such other action as may be permissible under law.

For and on behalf of [Name of PRA / Consortium Member]

Signature: _____

Name: [●]

Designation: [●]

Place: [●]

Date: [●]

ANNEXURE C

BOARD RESOLUTION / AUTHORISATION LETTER / POWER OF ATTORNEY

(Indicative format. To be suitably modified depending on constitution of the PRA.)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS / GOVERNING BODY / PARTNERS / TRUSTEES OF [●] AT ITS MEETING HELD ON [●] AT [●].

"RESOLVED THAT approval be and is hereby accorded for submission of an Expression of Interest by [●] in response to the detailed invitation for expression of interest dated 29 October 2026 issued by Mr. Pulkit Gupta, Resolution Professional of Infiiloom India Private Limited, in relation to the corporate insolvency resolution process of Infiiloom India Private Limited.

RESOLVED FURTHER THAT [Name], [Designation], be and is hereby authorised to sign, execute, submit and deliver the Expression of Interest, undertakings, affidavits, declarations, confidentiality undertaking, eligibility documents, financial documents, KYC documents and all other documents, papers and writings as may be required under the IEOI.

RESOLVED FURTHER THAT [Name], [Designation], be and is hereby authorised to represent [●] before the Committee of Creditors and their advisors, to provide clarifications, submit additional documents, execute further undertakings and take all actions necessary or incidental in connection with the EOI and the CIRP.

RESOLVED FURTHER THAT the actions taken by the authorised representative in connection with the above be and are hereby approved, confirmed and ratified."

Certified true copy

For [Name of Entity]

Signature: _____

Name: [●]

Designation: [●]

Place: [●]

Date: [●]

Company Seal / Stamp: [●]

ANNEXURE D

AFFIDAVIT / UNDERTAKING UNDER SECTION 29A OF THE CODE

[To be submitted on non-judicial stamp[1] paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium.

Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.

Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

In the matter of Corporate Insolvency Resolution Process of Infiiloom India Private Limited under the provisions of the Insolvency and Bankruptcy Code, 2016

I, [●], son/daughter of [●], aged [●] years, residing at [●], designated as [●] of [●] ("**Applicant**"), having its registered office at [●], the authorized signatory, on behalf of [insert name and description of the PRA] ("Resolution Applicant", a term which also includes any person acting jointly with the Resolution Applicant), duly authorized by the Resolution Applicant in terms of the board resolution dated [insert], which continues to be valid and subsisting as on the date of this declaration cum undertaking, do hereby solemnly affirm, state and declare to the committee of creditors ("**CoC**") of Infiiloom India Private Limited ("**IIPL**" or "**Company**") and the resolution professional of the Company ("**RP**") as follows:

1. That I am duly authorised and competent to make this affidavit / undertaking for and on behalf of the Applicant pursuant to [board resolution / power of attorney / authorisation letter] dated [●], which continues to be true, valid and subsisting as on the date of this affidavit / undertaking.

2. The corporate insolvency resolution process of the Company has been initiated under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**").

3. The Applicant has submitted / proposes to submit an Expression of Interest in response to the IEOI issued by the Resolution Professional for submission of resolution plan(s) in relation to the corporate insolvency resolution process of the Corporate Debtor.

4. I hereby unconditionally state, submit and confirm that the Resolution Applicant is not disqualified from submitting an expression of interest in respect of the Company, pursuant to the provisions of the Code.

5. I hereby unconditionally state, submit, confirm and declare that neither the Applicant, nor any person acting jointly or in concert with the Applicant, nor any connected person (as defined under Section 29A of the Code) of the (i) the Resolution Applicant; or (ii) any person acting jointly or in concert with the Resolution Applicant, is ineligible under Section 29A of the Code.

[1] Stamp Paper Requirements for a select major locations (INR): Delhi – Affidavit (10) | Indemnity (100); Maharashtra – Affidavit (500) | Indemnity (500); West Bengal – Affidavit (10) | Indemnity (50); Andhra Pradesh – Affidavit (10) | Indemnity (100)

6. Without prejudice to the generality of the foregoing, I hereby confirm that neither the Applicant nor any person acting jointly or in concert with the Applicant nor any connected person of the Applicant:

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

(c) has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, and a period of one year or more has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Corporate Debtor, and the overdue amounts in respect of such account have not been paid before submission of the resolution plan, except to the extent permitted under the proviso to Section 29A(c) of the Code;

(d) has been convicted for any offence punishable with imprisonment for two years or more, and such conviction has not been stayed or set aside, except to the extent permitted under the proviso to Section 29A(d) of the Code;

(e) has been disqualified to act as a director under the Companies Act, 2013, except to the extent not applicable under Section 29A;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities market;

(g) has been a promoter or in management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code, except to the extent permitted under Section 29A;

(h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made under the Code has been admitted and such guarantee has been invoked by the creditor and remains unpaid in full or in part;

(i) is subject to any disability corresponding to clauses (a) to (h) above under any law in a jurisdiction outside India; or

(j) has a connected person (as defined in the Explanation to Section 29A of the Code, including any person who is a promoter or in the management or control of the Applicant, the holding company, subsidiary company, associate company or related party of the Applicant, or any person who shall be a promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan, or the holding company, subsidiary company, associate company or related party of such person) who is not eligible under clauses (a) to (i) above.

7. The Applicant is eligible under the Code, CIRP Regulations and applicable law to submit an EOI and resolution plan for the Corporate Debtor.

8. The Applicant has provided, or shall provide, all documents, information, representations and records as may be required by the Resolution Professional and/or CoC to substantiate eligibility under Section 29A of the Code.

9. The Applicant undertakes to immediately disclose to the Resolution Professional and CoC any change in facts, circumstances or law which may render the Applicant or any connected person ineligible under Section 29A of the Code at any stage of the CIRP.

10. The Applicant understands that the Resolution Professional and CoC shall be entitled to rely on the confirmations, representations and warranties set out in this affidavit / undertaking for determining eligibility.

11. If any statement made herein is found to be false, incorrect or misleading, the Applicant shall be liable for rejection of EOI, disqualification from the CIRP, forfeiture of the Refundable Deposit in accordance with the IEOI and such other action as may be permissible under law.

12. That this declaration cum undertaking shall be governed in accordance with the laws of India and courts/tribunals at Mumbai and National Company Law Tribunal, Mumbai bench (as applicable) shall have the exclusive jurisdiction over any dispute arising under this declaration cum undertaking.

13. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the CoC to forfeit the refundable deposit in terms thereof.

14. Capitalised terms used but not defined herein shall have the meaning assigned to them in the IEOI.

15. I confirm that the details of all persons who are "connected persons" in relation to the Applicant, as defined under Section 29A(j) of the Code, are set out in the schedule below, and undertake to keep the Resolution Professional and CoC informed of any change thereto at any time during the CIRP.

Sl. No.	Name of Connected Person	Nature of Connection / Relationship with the Applicant	Capacity (e.g. Promoter, Director, KMP, Related Party)
1.	[●]	[●]	[●]

[Note: Attach additional rows if required. Where there are no connected persons, the Applicant shall state "Nil".]

This affidavit / undertaking shall be governed by the laws of India and shall be subject to the jurisdiction of the Hon'ble NCLT having jurisdiction over the Corporate Debtor.

Verified at [●] on this [●] day of [●], 2026.

DEPONENT

Signature: _____

Name: [●]

Designation: [●]

For and on behalf of: [●]

ANNEXURE E

ELIGIBILITY UNDERTAKING

[To be submitted on non-judicial stamp paper of appropriate value. In case of Consortium, to be submitted by each Consortium Member or by the Lead Member on behalf of the Consortium, as agreed amongst the Consortium Members and permitted under the IEOI.]

Date: [●]

To,
Mr. Pulkit Gupta
Resolution Professional
Infiiloom India Private Limited
Correspondence Address: EY Restructuring LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400028

Email: insolvency.iipl@gmail.com

Subject: **Eligibility Undertaking in relation to submission of Expression of Interest for Infiiloom India Private Limited**

Dear Sir,

In relation to the corporate insolvency resolution process of Infiiloom India Private Limited ("**Corporate Debtor**"), and pursuant to the IEOI dated 29 October 2026, I / We, [●], hereby undertake, confirm, represent and warrant as follows:

1. The Applicant has read and understood the eligibility criteria and other requirements set out in the IEOI.

2. The Applicant meets the eligibility criteria specified by the committee of creditors under clause (h) of sub-section (2) of section 25 of the Code and has provided relevant records in evidence of meeting such criteria, including the financial eligibility criteria set out in Clause 4.

3. The Applicant shall continue to satisfy the eligibility criteria throughout the CIRP and until implementation of any resolution plan submitted by it, if approved.

4. That the Applicant does not suffer from any ineligibility under Section 29A of the Code to the extent applicable to the Applicant and has provided relevant information and records to enable an assessment of the same.

5. The Applicant shall provide all documents, certificates, declarations, undertakings, confirmations and information required by the Resolution Professional and/or CoC to establish eligibility.

6. All information and documents submitted by the Applicant are true, correct, complete and not misleading.

7. The Applicant shall immediately inform the Resolution Professional of any change in facts, financial position, ownership, control, regulatory status, eligibility or other circumstances which may affect its eligibility.

8. The Applicant is a credible, financially sound and fit and proper person and does not suffer from any legal disability to participate in the CIRP.

9. The Applicant is not barred from operating or engaging in its business as on the date of submission of EOI.

10. The Applicant is not barred from operating or engaging in the type of business undertaken by the Corporate Debtor, as on the date of submission of EOI.

11. The Applicant and its connected persons [are / are not] related parties of the Corporate Debtor. If related, details are provided below:[●]

12. The Applicant understands that any false information, misrepresentation, suppression of material facts or failure to provide information may result in rejection of the EOI, disqualification from the CIRP, forfeiture of the Refundable Deposit in accordance with the IEOI and such other consequences as may be permissible under law.

13. Capitalised terms used but not defined herein shall have the meaning ascribed to them in the IEOI.

14. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the committee of creditors of IIPL to forfeit the refundable deposit in terms thereof.

For and on behalf of [Name of Applicant]

Signature: _____

Name: [●]

Designation: [●]

Place: [●]

Date: [●]

Company Seal / Stamp: [●]

ANNEXURE F

CONFIDENTIALITY UNDERTAKING

[To be submitted on non-judicial stamp paper of appropriate value. In case of Consortium, to be submitted by each Consortium Member or by the Lead Member on behalf of the Consortium, as agreed amongst the Consortium Members and permitted under the IEOI. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.

Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]

Date: [●]

To,
Mr. Pulkit Gupta
Resolution Professional
Infiiloom India Private Limited
Correspondence Address: EY Restructuring LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400028

Email: insolvency.iipl@gmail.com

Subject: **Confidentiality Undertaking under Section 29(2) of the Insolvency and Bankruptcy Code, 2016**

Dear Sir,

1. Infiiloom India Private Limited ("**Corporate Debtor**") is undergoing corporate insolvency resolution process under the provisions of the Insolvency and Bankruptcy Code, 2016 "Company" or "Corporate Debtor" or "Disclosing Party", as the context may require, which shall include the RP (as defined hereinafter) and any of their officers, employees, advisors, duly authorized attorneys, accountants) is currently undergoing corporate insolvency resolution process ("**CIRP**") under the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder ("**Code**"), pursuant to the order dated 4 September 2026 passed by Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**");

2. The NCLT has appointed Mr. Pulkit Gupta, being a registered insolvency professional with IP Registration No.: IBBI/IPA-001/IP-P-02364/2021-2022/13697, as the interim resolution professional for the Company. The CoC subsequently approved his continuation as the resolution professional ("**RP**"). As per the provisions of the Code, the RP is under an obligation to provide the 'relevant information' (as defined under the Code) to the prospective resolution applicants.

3. In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 4 below) with us, [**insert name and description of the PRA] ("Recipient"/ "Resolution Applicant")** for the purpose of preparation, submission and negotiation of the resolution plan ("**Resolution Plan**") by us in the CIRP of the Company ("**Purpose**") and accordingly, the Resolution Applicant has agreed to execute this Undertaking to be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE, the Resolution Applicant agrees, acknowledges, confirms, and undertakes as follows:

4. For the purposes of this undertaking, "**Confidential Information**" shall mean all information, whether written, oral, electronic, visual or in any other form, relating to the Corporate Debtor, its business, operations, assets, liabilities, claims, employees, contracts, customers, suppliers, financial position, litigation, statutory matters, intellectual property, technology, plans, data, records, site information, Information Memorandum, VDR material, RFRP, evaluation matrix, process communications and any information derived from or based on such information, provided by or on behalf of the Disclosing Party or any of its affiliates or advisers to me/us.

5. We undertake that we shall:

(a) maintain strict confidentiality of all Confidential Information;

(b) hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;

(c) comply with provisions of law for the time being in force relating to confidentiality and insider trading;

(d) protect any intellectual property of the Corporate Debtor it may have access to;

(e) use the Confidential Information solely for evaluating the Corporate Debtor and preparing an EOI or resolution plan;

(f) comply with the requirements under sub-section (2) of section 29 of the Code;

(g) not use Confidential Information for any purpose other than the CIRP;

(h) not disclose Confidential Information to any person except to our directors, officers, employees, advisors, consultants, lenders, investors, representatives or agents who need to know such information for the permitted purpose;

(i) ensure that all such persons are bound by confidentiality obligations no less stringent than those contained herein;

(j) be responsible for any breach of confidentiality by any person to whom Confidential Information is disclosed;

(k) protect Confidential Information against unauthorised access, theft, loss, damage, misuse or disclosure;

(l) not contact employees, customers, suppliers, creditors, statutory authorities or other stakeholders of the Corporate Debtor except in the manner permitted by the Resolution Professional;

(m) not disclose the fact that discussions, diligence, negotiations or evaluation are taking place in relation to the Corporate Debtor, except as required by law;

(n) comply with all applicable laws relating to confidentiality, data protection, foreign exchange, securities laws and insider trading, to the extent applicable;

(o) protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner;

(p) return or destroy Confidential Information upon request of the Resolution Professional or upon discontinuation of participation in the CIRP, subject to applicable law and internal compliance requirements; and

(q) continue to remain bound by confidentiality obligations notwithstanding return or destruction of Confidential Information.

(r) acknowledge and agree that all rights, title and interest (including intellectual property rights) in and to the Confidential Information shall remain the property of the Corporate Debtor, and that no right, title, interest or licence in or to the Confidential Information is conveyed to us or any other person by reason of any disclosure made pursuant to this undertaking.

6. The obligation of confidentiality set out above shall not apply to information which:

(i) was already in the public domain at the time of disclosure to us, other than as a result of our breach of this undertaking;

(ii) becomes generally available to the public after disclosure to us, other than as a result of our breach of this undertaking;

(iii) was already known to us, as evidenced by contemporaneous written records, prior to disclosure by or on behalf of the Corporate Debtor; or

(iv) is required to be disclosed under applicable law or the order of a competent judicial, regulatory or statutory authority, provided that we shall promptly notify the Resolution Professional of such requirement and the extent of disclosure made.

7. We acknowledge that neither the Resolution Professional, the CoC, the Corporate Debtor nor any of their respective advisors, consultants or professionals makes any representation or warranty as to the accuracy, completeness, adequacy or reliability of Confidential Information.

8. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Undertaking or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.

9. For the avoidance of doubt, nothing in this Undertaking shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Undertaking, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).

10. We shall conduct our own independent diligence, verification, investigation and analysis and shall not rely solely on any information provided by the Resolution Professional, CoC or Corporate Debtor.

11. We shall indemnify and hold harmless the Resolution Professional, CoC, Corporate Debtor and their respective advisors, consultants and professionals from any loss, claim, liability, damage, cost or expense arising out of breach of this undertaking by us or our representatives.

12. The Recipient shall not, without prior written consent of the Disclosing Party and the CoC, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Corporate Debtor or Disclosing Party in relation to the corporate insolvency resolution process of the Corporate Debtor.

13. This Confidentiality Undertaking shall remain valid for a period of three years from the date of execution or until completion of the CIRP, whichever is later.

14. This undertaking shall be governed by the laws of India and shall be subject to the jurisdiction of the Hon'ble NCLT, Mumbai having jurisdiction over the Corporate Debtor.

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

For Disclosing Party/RP

Contact Person: Mr. Pulkit Gupta

Postal address: **[·]**

E-mail ID for correspondence: **[·]**

For Recipient/Resolution Applicant

Postal Address: Contact Person: Email:

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

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

18. No amendments, changes or modifications of any provision of this Undertaking shall be valid, except by an undertaking in writing signed by the Recipient and acknowledged and accepted by the Disclosing Party.

19. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

20. The Recipient shall not assign or transfer its rights or obligations contained in this Undertaking or any interest therein without the prior written consent of the Disclosing Party.

21. This Undertaking shall be governed by and construed in all respects according to the laws of

the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts/tribunals at Mumbai and National Company Law Tribunal, Mumbai bench (as applicable).

22. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform the obligations under this Undertaking.

23. The Undertaking shall be in conjunction to any other undertakings provided by us to the Disclosing Parties.

24. This Undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the Disclosing Party to forfeit the refundable deposit in terms thereof

For and on behalf of [Name of PRA / Consortium Member]

Signature: _____

Name: [●]

Designation: [●]

Place: [●]

Date: [●]

Company Seal / Stamp: [●]

ANNEXURE G

CONSORTIUM DETAILS

(To be submitted if EOI is submitted by a Consortium)

1. Details of Consortium Members

Sr. No.	Name of Consortium Member	Type of Entity	Country of Incorporation / Residence	Participation Interest	Financial Criterion Relied Upon	Role
1.	[●]	[●]	[●]	[●]%	[●]	Lead Member
2.	[●]	[●]	[●]	[●]%	[●]	Consortium Member
3.	[●]	[●]	[●]	[●]%	[●]	Consortium Member

2. Lead Member

Name of Lead Member: [●]

The Lead Member shall act as the single point of contact for the Consortium and shall be authorised to represent, bind and act on behalf of all Consortium Members in relation to the EOI, CIRP, RFRP and resolution plan process.

3. Authorised Representative of Consortium

Particulars	Details
Name	[●]
Designation	[●]
Email	[●]
Mobile	[●]
Address	[●]

4. Consortium Undertakings

Each Consortium Member confirms and undertakes that:

(a) it satisfies the eligibility criteria applicable to it under the IEOI;

(b) it is not ineligible under Section 29A of the Code;

(c) it shall remain jointly and severally responsible for compliance with the IEOI, RFRP and CIRP;

(d) no change in Consortium composition shall be made without prior approval of the CoC;

(e) no dispute among Consortium Members shall affect the obligations of the Consortium under the EOI, RFRP or resolution plan;

(f) the Lead Member has authority to represent and bind the Consortium;

(g) the participation interest of the Lead Member and each Consortium Member complies with the requirements prescribed under Clause 4.1 of the IEOI, including the minimum participation thresholds applicable to the Lead Member and other Consortium Members;

(h) each Consortium Member shall provide all documents, undertakings, affidavits and supporting information required under the IEOI; and

(i) each Consortium Member shall comply with applicable law, including foreign exchange laws where applicable.

For and on behalf of Consortium Member 1

Signature: _____

Name: [●]

Designation: [●]

For and on behalf of Consortium Member 2

Signature: _____

Name: [●]

Designation: [●]

For and on behalf of Consortium Member 3

Signature: _____

Name: [●]

Designation: [●]

ANNEXURE H

DOCUMENT CHECKLIST

The EOI shall be accompanied by the following documents, as applicable:

Sr. No.	Document	Applicable to	Submitted / Not Submitted / Not Applicable
1.	Expression of Interest in the format prescribed under Annexure A	All PRAs	
2.	Profile of PRA / each Consortium Member in the format prescribed under Annexure B	All PRAs	
3.	Board Resolution / Authorisation Letter / Power of Attorney in the format prescribed under Annexure C	All non-individual PRAs / authorised signatories	
4.	Affidavit / Undertaking under Section 29A in the format prescribed under Annexure D	All PRAs / each Consortium Member	
5.	Eligibility Undertaking in the format prescribed under Annexure E	All PRAs / each Consortium Member	
6.	Consortium Details in the format prescribed under Annexure G	Consortium PRAs	
7.	Certificate of incorporation / registration / constitutional documents	Body Corporates / Financial Entities / ARCs	
8.	PAN / tax identification details	All PRAs, as applicable	
9.	GST registration details	As applicable	
10.	KYC documents of PRA and authorised signatory	All PRAs	
11.	Details of promoters, sponsors, holding company, subsidiaries, associates, affiliates and ultimate beneficial owners	All PRAs, as applicable	
12.	Latest audited financial statements for the immediately preceding three financial years, including FY 2025-26, if available	All PRAs relying on financials	
13.	Net Worth Certificate as on 31 March 2026	PRAs relying on Net Worth	
14.	Certificate evidencing Consolidated Annual Group Revenue, as applicable	PRAs relying on Revenue	

Sr. No.	Document	Applicable to	Submitted / Not Submitted / Not Applicable
15.	AUM Certificate / Net Owned Funds Certificate / Loan Portfolio Certificate, as applicable	Financial Entities / ARCs	
16.	RBI / SEBI / IFSCA / other regulatory registration and compliance documents	Regulated entities / ARCs / funds	
17.	Documents evidencing Group relationship where eligibility is demonstrated at Group level	PRAs relying on Group credentials	
18.	Notarised declaration regarding promoter / promoter group / group relationship, if applicable	PRAs relying on Group credentials	
19.	Details of connected persons and persons acting jointly or in concert	All PRAs	
20.	Details of resolution plans previously submitted under the Code and status thereof	All PRAs, as applicable	
21.	Proof of payment / submission of the Refundable Deposit in accordance with Clause 5.4 of the IEOI	All PRAs	
22.	Documents required under foreign law, apostilled / consularised, if applicable	Foreign PRAs / NRIs / PIOs / foreign nationals / foreign entities, as applicable	
23.	Bank Guarantee for Refundable Deposit in the format prescribed under Annexure I (if Refundable Deposit is submitted by way of bank guarantee)	PRAs submitting bank guarantee	
24.	Any additional documents or clarifications required by the Resolution Professional and/or CoC	As required	

The Resolution Professional and/or CoC may require any PRA to submit additional documents, confirmations, declarations, undertakings, certificates or clarifications for the purpose of determining eligibility, verifying information, assessing compliance with Section 29A of the Code or conducting the CIRP in accordance with applicable law.

Failure to submit any required document or clarification within the timeline stipulated by the Resolution Professional and/or CoC may result in rejection of the EOI or disqualification of the PRA from the process.

ANNEXURE I
FORMAT OF BANK GUARANTEE FOR REFUNDABLE DEPOSIT

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

To,
Infiiloom India Private Limited (under CIRP)
Through: Mr. Pulkit Gupta, Resolution Professional
Correspondence Address: EY Restructuring LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400028

1. In light of [*Insert name and address of the Prospective Resolution Applicant*] ("**Prospective Resolution Applicant**") agreeing to undertake the obligations under the Detailed Invitation for Expression of Interest dated 29 October 2026 ("**IEOI**"), issued by the Resolution Professional in accordance with the approval of the Committee of Creditors ("**CoC**"), and any other required documents, [*Insert name and address of the bank issuing the guarantee and address of its head office*] ("**Guarantor Bank**") hereby agrees unequivocally, irrevocably and unconditionally to pay to Infiiloom India Private Limited (under CIRP) (hereinafter referred to as the "**Beneficiary**"), forthwith on demand in writing from the Beneficiary or any officer authorised by it in this behalf, an amount up to and not exceeding INR 10,00,000 (Indian Rupees Ten Lakh only) on behalf of the Prospective Resolution Applicant ("**Guarantee**" or "**Bank Guarantee").**

2. This Bank Guarantee shall be valid and binding on the Guarantor Bank up to and including [●] [*Insert date of validity of the Refundable Deposit*] and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank and/or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the Prospective Resolution Applicant and the Beneficiary (on the instructions of the CoC).

3. Our liability under this Bank Guarantee is restricted to INR 10,00,000 (Indian Rupees Ten Lakh only) only. Our Guarantee shall remain in force until [●] [*Insert the date of validity of the Refundable Deposit as per the IEOI*]. The Beneficiary shall be entitled to invoke this Guarantee up to twelve (12) months from the last date of the validity of this Guarantee by issuance of a written demand to invoke this Guarantee.

4. The payment made by the Guarantor Bank under this Guarantee shall be a valid discharge of the Guarantor Bank's liability for payment thereunder and the Prospective Resolution Applicant shall have no claims against the Guarantor Bank for making such payments.

5. We undertake to pay to the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the Prospective Resolution Applicant or any other person in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being 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, in order to make the said payment to the Beneficiary.

6. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Prospective Resolution Applicant and/or any other person. The Guarantor Bank shall not require the Beneficiary to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary, the Resolution Professional, any member of the CoC, the Corporate Debtor or any of their representatives and/or advisors in respect of any payment made hereunder.

7. This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at Mumbai 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.

8. 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.

9. 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.

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

11. We, the Guarantor Bank, further agree that 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.

12. The Guarantor Bank acknowledges and agrees that its obligations are absolute, irrevocable and unconditional irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defences or other rights that may have at any time and from time to time against the Bank, whether in connection with this Guarantee, any such document or otherwise, or any substitution, release or exchange of any other guarantee of, or security or support for, any of the guaranteed obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defence of a surety or guarantor, it being the intent of this clause that the Guarantor Bank's obligations hereunder shall be absolute and unconditional under any and all circumstances.

13. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR [●] and it shall remain in force until [●] [Insert date as per the IEOI], with an additional claim period of twelve (12) months thereafter. This Bank Guarantee shall be extended from time to time for such period, as may be desired by the Prospective Resolution Applicant. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Beneficiary serves upon us a written claim or demand.

14. The Guarantor Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Prospective Resolution Applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us of our obligations under this Guarantee, including the following:

    (a) any defence based on any legal disability or other defence of the Prospective Resolution Applicant, by reason of the cessation or limitation of the liability of the Prospective Resolution Applicant from any cause other than full payment of all sums payable under the Guarantee;

    (b) any defence based on any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

    (c) the benefit of any statute of limitations affecting the liability of the Guarantor Bank or the enforcement of the Guarantee.

15. Capitalised terms used herein but not defined shall have the meaning assigned to such term in the IEOI and/or the provisions of the Code, rules and regulations thereunder, as the case may be.
16. All claims under the guarantee will be payable at [●] [Insert Guarantor Bank's Branch Address].

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

Witness:

1. _____

Name and Address:

2. _____

Name and Address:

Signature: _____

Name: [●]

Designation with Bank Stamp: [●]

Notes: The stamp paper should be in the name of the Guarantor Bank.