

INVITATION FOR EXPRESSION OF INTEREST

in the matter of

PALA DECOR PRIVATE LIMITED

**Invitation for Expression of Interest to submit Resolution Plan pursuant to
Regulation 36A of the Insolvency and Bankruptcy Board of India
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016**

For Pala Decor Private Limited

Sd/-

Nisha Malpani

Resolution Professional of M/s Pala Decor Pvt. Ltd.

Insolvency Professional Registration no.: IBBI/IPA-001/IP-P00058/2017-18/10136

AFA Certificate Number: AA1/10136/02/111223/105076 (valid up to 11 Dec 2023)

Registered Address:

9th Floor, Tower A-1, Regus, Spaze i-Tech Park, Sector 49

Gurugram-122018

Haryana - India

E-mail: ip.nmalpani@gmail.com

Correspondence Address:

Pala Decor Pvt. Ltd.

319, Sector - 22, Gurgaon, Haryana - 122015

E-mail: cirp.paladecor@gmail.com

(M/s Pala Decor Pvt. Ltd. is under Corporate Insolvency Resolution Process as per the provisions of the Insolvency and Bankruptcy Code, 2016. Its affairs, business and assets are being managed by the Resolution Professional, CA. Nisha Malpani, appointed by the Chandigarh Bench of Hon'ble National Company Law Tribunal vide order dated 2nd June 2023 under the provisions of the Code)

Date: 17th Aug 2023

Place: Gurguram

DISCLAIMER

This Invitation for Expression of Interest to submit Resolution Plan is issued by CA. Nisha Malpani, Insolvency Professional, having Registration No: IBBI/IPA-001/IP-P00058/2017-18/10136, appointed as the Resolution Professional (RP) of Pala Decor Private Limited ("**Corporate Debtor**" or "**CD**"), acting on the instructions of Committee of Creditors ("**CoC**") of the Corporate Debtor for general information purposes only, without regard to any specific objective, suitability, financial situations and needs of any particular person. This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document is intended by the RP to be construed as legal, accounting, financial, regulatory or tax advice. It is clarified that if any resolution plan or the terms thereof, which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation and / or such plan is not in accordance with the terms and conditions set out in this Invitation, then such resolution plan may not be considered eligible for evaluation by the CoC. By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This document is specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

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

Recipients of the data / information are suggested to exercise their own judgment and verify facts and information before taking any decision without any recourse to the RP or any of the professionals engaged by the RP. The RP is not in a position to evaluate the reliability or completeness of the information obtained. Accordingly, the RP cannot express opinion or any other form of assurance to the recipient of this Memorandum on the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information.

No statement, fact, information (whether current or historical) or opinion contained herein or as part of the inviting and accepting Expression of Interest should be construed as a representation or warranty, express or implied, of the Resolution Professional or the Corporate Debtor or the members of CoC (or their advisors); and none of the Resolution Professional, Corporate Debtor, the members of the CoC (including their advisors) or any other person(s)/ entities shall be held liable for the authenticity, correctness or completeness of such statements, facts or opinions and any such liability is expressly disclaimed. This document has not been approved and will or may not be filed, registered or reviewed or approved by any statutory or regulatory authority in India.

This document may not be all inclusive and may not contain all of the information that the recipient may consider material. The recipient acknowledges that it will be solely responsible for its own assessment of the market and the market position of the Corporate Debtor and that it will conduct its own analysis and be solely responsible for forming its own view of the potential future performance of the business of the Corporate Debtor.

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

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

The issue of this document does not imply that the RP or the members of CoC are bound to select an applicant as a "Successful/shortlisted Prospective Resolution Applicant" post submission of

Expression of Interest. This document is neither assignable nor transferable by a resolution applicant. Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation which may be required by Resolution Professional or CoC or any other cost incurred in connection with or relating to its Expression of Interest.

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

A. Key Details of the Corporate Debtor

1.	Name of the Company	Pala Decor Private Limited
2.	Date of incorporation of the Company	30 th July 2013
3.	Authority under which company is incorporated / registered	Registrar of Companies (Delhi)
4.	Corporate identity number / limited liability identification number of the company	U17200HR2013PTC049962
5.	Address of the registered office (R/o) and principal office (if any) of the company	319, Sector - 22, Gurgaon, Haryana - 122015
6.	Location of Plant	Gurugram
7.	Plant Size	Not Available

B. CIRP Process

A. Details of commencement of Corporate Insolvency Resolution Process

1	Application to NCLT and Admission details	<p><u>Application made under Section 9 of the Insolvency and Bankruptcy Code, 2016</u></p> <p>Adjudicating Authority: Chandigarh of NCLT</p> <p>Applicant: Operational Creditor</p> <p>Applicant name: Induskleed Export Pvt. Ltd.</p> <p>Default amount: Rs. 59,90,628 lakhs</p> <p>Insolvency Commencement Date: 15th March. 2023</p> <p>Order copy received by IRP on: 15th Mar 2023.</p> <p>Public announcement date: 17th March 2023</p> <p>Last date for submission of claims: 29th March, 2023</p>
2	Details of Interim Resolution Professional (IRP) /Resolution Professional (RP)	<p>IRP: Mr. Naveen Singal</p> <p>Reg. No: IBBI/IPA-001/IP-P01650/2019-2020/12520</p> <p>Address: 302, Tower-5, Valley View Estate, Gwal Pahari Faridabad Road, Gurgaon, Haryana – 122003</p> <p>Email: Naveen.singal@yahoo.co.in</p> <p>Erstwhile RP: Mr. Kailash Chand Gupta</p> <p>Reg. No: IBBI/IPA-001/IP-P-02071/2020-2021/13205</p> <p>Address: First Floor, 14, Rani Jhansi Road, New Delhi, 110055</p> <p>Email: ipkcgupta@gmail.com</p> <p>RP: Mrs. Nisha Malpani</p> <p>Reg. No.: IBBI/IPA-001/IP-P00058/2017-2018/10136</p> <p>Address: N Malpani & Associates, Chartered Accountants, Regus, Level 9, Spaze-i-Tech part, A1 Tower, Sector-49, Sohna Road, Gurgaon, Haryana-122018</p>

		Email: ip.nmalpani@gmail.com
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C. The resolution process shall be completed in two stages, as described below:

Stage I

- **PRA to submit the Expression of Interest (EOI) along with the necessary documents as detailed in this document**
- Shortlisting of eligible PRAs based on the eligibility criteria

Stage II

- Virtual Data Room (VDR) access will be provided to the shortlisted eligible entities for limited due diligence. The VDR would have:
 - a. Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation criteria/matrix for the resolution plans
 - b. The Information Memorandum prepared as per provisions of the Code
 - c. Other Company related data
 - d. Timelines as mentioned below:

S. No.	Event	Day & Date
1.	Insolvency commencement date of the corporate debtor	15 th Mar 2023
2.	Date of invitation of expression of interest and issuance of Form G	17 th Aug 2023
3.	Last date for receipt of expression of interest	1 st Sep 2023
4.	Date of issue of provisional list of prospective resolution applicants	11 th Sep 2023
5.	Last date for submission of objections to provisional list	16 th Sep 2023
6.	Date of issue of final list of prospective resolution applicants	26 th Sep 2023
7.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	1 st Oct 2023
8.	Last date for submission of resolution plans	31 st Oct 2023
9.	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	30 th Nov 2023

D. Eligibility criteria for resolution applicants under section 25(2)(h) of the Code

The PRAs must satisfy the following eligibility criteria, as approved by the CoC in accordance with Section 25 (2)(h) of the Code to be eligible for shortlisting for next stage of the process. The Eligibility Criteria is as follows. All PRAs would need to satisfy below mentioned parameters:

Financial Criteria

(1) Minimum consolidated Tangible Net Worth (“TNW”) should be Rs. 1,00,00,000 (Rs. One Crore Only) and Refund EMD of Rs. 5,00,000 (Rs. Five Lakhs Only).

- Tangible Net Worth shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include capital reserves including reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- For fulfilling the Group criteria, the entities shown as part of Group either must have controlling interest or controlled by or under common control with the PRA. Control interest should be interpreted in accordance with the applicable laws. The entities must have been part of the Group for at least 3 immediately preceding years.
- In case PRA is an Individual or an HUF or Family Trusts, the minimum consolidated TNW should be INR 1 Crore.

Other Conditions:

- A refundable **EoI - Earnest Money Deposit (“EMD”) of Rs 5 Lakhs** is to be provided by the PRAs.
- The PRAs must be a fit and proper person, should not suffer from any legal disability to be a promoter under the applicable laws
- The PRAs must be eligible to submit a resolution plan as per the requirements of the Code and relevant rules and regulations, including under section 29A, and must provide an affidavit confirming the same.

Only PRAs meeting the above eligibility criteria shall be considered eligible to submit resolution plans.

The eligibility criteria may be amended or changed at any stage at the discretion of CoC. The Resolution Professional / CoC reserve the right to cancel or modify the process and/or reject/disqualify any interested party / bid / offer at any stage of the CIRP without assigning any reason and without any liability whatsoever.

E. Submission of EMD with Expression of Interest (EOI)

All PRAs shall be required to submit refundable deposit of **INR 5 Lakhs** (Rupees five Lakhs Only) as detailed below along with EOI.

Refundable Deposit shall be paid through Demand Draft/RTGS/NEFT in favour of “Pala Decor Private Limited” payable at Gurugram-Haryana. The details of the Bank Account are as follows: -

Name of Bank	: IndusInd Bank
Name of Account Holder	: Pala Decor Private Limited Account
Number	: 201002525588
IFSC Code	:

Subject to clause (f) of Regulation 36A (7) of the CIRP Regulations (“*an undertaking by the prospective resolution applicant (PRA) that every information and records provided in expression of interest is true and correct and discover of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the code*”) EMD shall be refunded (without interest) within 30 days of the following:-

1. Rejection of EOI of such PRA and/or non-inclusion of the PRA in the final list of eligible PRAs.
2. Withdrawal of PRA from the resolution plan process (where such withdrawal is notified to the RP in writing) before submission of resolution plan.
3. PRA failing to submit the resolution plan by the due date as specified by the RP for submission of Resolution Plan.
4. Submission of resolution plan by the PRA, provided the EMD/BG is not adjusted against any deposit/guarantee provided/to be provided at the time of submission of the resolution plan.
5. The impact of any gain/loss on account of foreign exchange fluctuation, if any shall be borne by PRA without any recourse to RP/CD/CoC

F. Norms of ineligibility applicable under section 29

The PRAs must not be ineligible under Section 29A of the IBC. In case of a Consortium submitting the EOI, each member of the Consortium shall be required to demonstrate that they are not ineligible under Section 29A of the IBC. If any 1 (one) member of the Consortium is disqualified under Section 29A of the IBC, then the entire Consortium, i.e., all the members of such Consortium shall stand disqualified.

As per Section 29A, of the Code, a person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—

- (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 (10 of 1949);
- (c) at the time of submission of the resolution plan 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 non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan:

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant 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 non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

(d) has been convicted for any offence punishable with imprisonment –

(i) for two years or more under any Act specified under the Twelfth Schedule; or

(ii) for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I;

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

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

(g) has been a promoter or in the 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 this Code:

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- (h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- (j) has a connected person not eligible under clauses (a) to (i).

Explanation I. — For the purposes of this clause, the expression "connected person" means—

- (i) any person who is the promoter or in the management or control of the resolution applicant; or
- (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;]

Explanation II—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:—

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the

- meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
 - (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
 - (f) such categories of persons as may be notified by the Central Government.

Note: The aforementioned ineligibility criteria is set out based on the Section 29A as applicable on the date of issuance of the invitation for expression of interest 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 invitation, without the requirement of any further communication to be issued to the PRAs.

G. Manner of submitting expression of interest to the resolution professional

The expression of interest should be unconditional and submitted in a sealed envelope in the format attached as Annexure hereto along with the proof of EMD of INR 5 lakhs and documents as specified under this section. Sealed envelope through speed post/registered post or by hand delivery should be sent to Nisha Malpani, Resolution Professional for Pala Decor Private Limited, 9th Floor, Tower A-1, Regus, Spaze i-Tech Park, Sector 49Gurugram-122018 Haryana by 31st Aug 2023. The sealed envelope should be super-scribed as “**Expression of Interest for Pala Décor Private Limited**”. A soft copy of EOI along with all annexure(s) and details stated above is required to be e-mailed at: cirp.paladecor@gmail.com. The expression of interest received after the time specified above shall be rejected.

The expression of interest must be accompanied with the following documents. In case of consortium, these documents are required to be submitted by each member of the consortium.

- (a) an undertaking in the format set out as **Annexure I**, by the PRAs undertaking the following:
 - i. it meets the criteria specified by the committee of creditors under clause (h) of sub-section (2) of section 25 of the IBC;

- ii. every information and records provided in connection with or in the expression of interest is true and correct and discovery of any false information or record at any time shall render the applicant ineligible to submit resolution plan, lead to forfeiture of any refundable deposit and attract penal action under the IBC;
 - iii. it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process.

- (b) an undertaking in the format set out as **Annexure II**, by the PRAs undertaking the following:
 - i. it does not suffer from any ineligibility under section 29A of the IBC, to the extent applicable; and
 - ii. it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process.

- (c) an undertaking in the format set out as **Annexure III**, by the PRAs undertaking the following:
 - i. it shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under sub-section (2) of section 29 of the IBC.

- (d) relevant records in evidence of meeting the criteria under the aforementioned point (a)(i);

- (e) a list of connected persons of the PRAs (including each member of the Consortium), as defined under Section 29A of the IBC

- (f) other relevant information and records to enable an assessment of ineligibility under the aforementioned point (b)(i);

- (g) Other evidence to establish the credentials of the PRAs including but not limited to
 - (i) financial statements for the immediately preceding financial year,
 - (ii) certificate by auditors/practicing chartered accountants confirming that the PRA satisfied the eligibility conditions specified in paragraph 3 of this invitation for EOI
 - (iii) proof of address,
 - (iv) copy of PAN card,
 - (v) company profile and details of KMP/Promoters/Board of Directors and rationale for bidding for the Corporate Debtor.

H. Process for sharing Information Memorandum (“IM”) and bidding by PRAs

- i) Resolution Professional shall conduct due diligence based on material on record for all EOI received on or before the last date of submission of EOI. Qualified and short-listed parties will be informed on or before 13th Aug 2023, about the same.
- ii) Access to Information Memorandum (IM) and other relevant information along with request for resolution plan outlining future steps with evaluation matrix, will be provided to qualified and short-listed PRAs after receiving a confidentiality undertaking as per Section 29(2) of the IBC 2016. The confidentiality undertaking to be submitted by PRA is set out in **Annexure III** hereto.

I. Notes and Other Terms and Conditions for Expression of Interest

- i) The Invitation for EOI is not an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, of the Corporate Debtor i.e. Pala Decor Private Limited, and is issued with no commitment.
- ii) CoC/ RP reserves the right to withdraw EOI and/or cancel the Resolution Plan process at any stage without assigning any reason and incurring any liability towards any PRA. Mere submission of the EOI shall not create any rights in favour of the PRA and the decision of the CoC / RP regarding the Resolution Plan process shall be final and binding on all parties. The CoC / RP further reserves the right to:
 - a) Amend, extend, vary or modify the terms and conditions for submission of Expression of Interest/ Resolution Plan, including timelines for submission of expression of interest / Resolution Plan; and
 - b) Disqualify and/or reject any PRA / RA at any stage of the bid process without assigning any reason and without incurring any liability, including any tortious liability.
- iii) No agreement with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or Corporate Debtor i.e. Pala Décor Private Limited or any member of the CoC or verbal communication by them shall affect or modify any terms of this EOI.

iv) No claim against the RP or Corporate Debtor or any member of the CoC or any of their official, representative, affiliates, associate, advisor, agent, director, partner or employee would arise out of this EOI.

v) By submitting an EOI / resolution plan, each PRA shall be deemed to acknowledge that he/ it has carefully read the entire Invitation of EOI along with its terms and conditions.

vi) Expression of Interest must be unconditional.

vii) The PRA acknowledges that any investment in/acquisition of the Corporate Debtor pursuant its resolution plan for the Corporate Debtor shall be made by the PRA on an “*as is, where is*” basis and neither the Resolution Professional nor the CoC will be providing any representations or warranties for or on behalf of the Corporate Debtor.

J. Address and email to be used for correspondence with the resolution professional

In case any PRA has any queries, they may reach out to the resolution professional at the below:

Correspondence Address:

9th Floor, Tower A-1, Regus, Spaze i-Tech Park, Sector 49
Gurugram-122018
Haryana - India
E-mail: cirp.paladecor@gmail.com

This is not an offer document. PRAs should contact at the above mentioned email ID for any updated, clarifications, amendments or extensions of time, if any.

For Pala Decor Private Limited

Sd/-

Nisha Malpani

Resolution Professional of M/s Pala Decor Pvt. Ltd.
Insolvency Professional Registration no.: IBBI/IPA-001/IP-P00058/2017-18/10136
AFA Certificate Number: AA1/10136/02/111223/105076 (valid up to 11 Dec 2023)

Registered Address:

9th Floor, Tower A-1, Regus, Spaze i-Tech Park, Sector 49
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Haryana - India
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Correspondence Address:

Pala Decor Pvt. Ltd.
319, Sector - 22, Gurgaon, Haryana - 122015

E-mail: cirp.paladecor@gmail.com

(Pala Décor Private Limited is under Corporate Insolvency Resolution Process as per the provisions of the Insolvency and Bankruptcy Code, 2016. Its affairs, business and assets are being managed by the Resolution Professional, Mrs. Nisha Malpani, appointed by the Chandigarh bench of Hon'ble National Company Law Tribunal vide order dated 2nd June 2023 (received on 12th June 2023) under the provisions of the Code.)

Please email your responses to cirp.paladecor@gmail.com

Annexure I: General Undertaking by Prospective Resolution Applicant

[on stamp paper of appropriate value]

UNDERTAKING

This is in relation to the ongoing corporate insolvency resolution process of Pala Décor Private Limited (“**Corporate Debtor**”) in terms of the Insolvency and Bankruptcy Code, 2016 (“**Code**”). In terms of Section 25(2)(h) of the Code and Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the resolution professional of the Corporate Debtor (“**RP**”) has issued an invitation for expression of interest dated 16th Aug 2023, for inviting expressions of interest from prospective resolution applicants (“**Invitation**”). One of the requirements of the invitation is that the prospective resolution applicants are required to submit the undertakings contained herein at the time of submission of the expression of interest.

In furtherance of the foregoing, I, [*name of the chairman/managing director/director/authorized person of resolution applicant*], son/daughter of [___], aged about [___] years, currently residing at [*Address to be inserted*] and having Aadhaar / Passport number [___], on behalf of [*name of the resolution applicant*] having registered office at [___] (“**Applicant**”, a term which also includes any person acting jointly or in concert with the Applicant) [pursuant to authorization of the Board of the Applicant dated [___] (as enclosed herewith)]¹, do hereby undertake and confirm to the committee of creditors (“**CoC**”) of the Corporate Debtor and the RP as follows:

- (a) the Applicant meets the eligibility criteria specified in the Invitation and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Applicant is eligible in terms of the eligibility criteria set out in the Invitation and is also eligible under the Code and the rules and regulations thereunder to submit an expression of interest in respect of the Corporate Debtor;
- (b) the Applicant shall provide relevant information and records to enable an assessment of ineligibility in terms of the Code and that it shall intimate the resolution professional

¹ To be retained only for body corporates

forthwith if it becomes ineligible at any time during the corporate insolvency resolution process; and

- (c) that every information and records provided in connection with or in the expression of interest is true and correct and discovery of any false information or record at any time shall render the Applicant ineligible to submit resolution plan for the Corporate Debtor, lead to forfeiture of any refundable deposit and attract penal action under the Code.

This undertaking shall be governed in accordance with the laws of India and the courts/tribunals at Gurugram shall have the exclusive jurisdiction over any dispute arising under this undertaking.

For the avoidance of doubt, it is clarified that this undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

[Insert name of Potential Resolution Applicant] by Mr/Ms _____

(Name and Designation)
Authorised Signatory

Annexure II: Section 29A Undertaking

[on stamp paper of appropriate value]

UNDERTAKING

I, [name of the chairman/managing director/director/authorized person of resolution applicant], son of [], aged about [] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [], on behalf of [name of the resolution applicant] having registered office at [] ("**Applicant**") pursuant to authorization of the Board of the Applicant dated [] (as enclosed herewith), do solemnly affirm and state to the committee of creditors ("**CoC**") of Pala Décor Private Limited ("**Corporate Debtor**") and the resolution professional of the Corporate Debtor (appointed from time to time) ("**RP**") as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Applicant in terms of [resolution of its board of directors/ power of attorney dated []]. I hereby unconditionally state, submit and confirm that the document is true, valid and genuine.
2. I hereby unconditionally state, submit and confirm that the Applicant is not disqualified from submitting an expression of interest in respect of the Corporate Debtor, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**").
3. I hereby state, submit and declare that neither the (i) Applicant nor (ii) any person acting jointly or in concert with the Applicant nor (iii) any person who is a connected person (as defined under the provisions of the Code) of (a) the Applicant or (b) any person acting jointly or in concert with 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 (10 of 1949);
 - (c) at the time of submission of the resolution plan 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 non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the

Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor: [Provided that nothing in this paragraph 3(c) applies to the Applicant since the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor]¹;

(d) has been convicted for any offence punishable with imprisonment –

(i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force:

Provided that this paragraph 3(d) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I under Section 29A of the Code;

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

Provided that this paragraph 3(e) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I under Section 29A of the Code;

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

(g) has been a promoter or in the 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 this Code: Provided that this paragraph 3(g) shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such Applicant has not otherwise contributed to the preferential

¹ To be inserted in case Applicant is a 'Financial Entity' as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of 'Financial Entity' under Section 29A of the Code, evidencing that the Applicant is a 'Financial Entity'.

transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- (h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- (i) is subject to any disability, corresponding to paragraphs (a) to (h), under any law in a jurisdiction outside India; or
- (j) has a connected person (as defined under Section 29A of the Code) not eligible under paragraphs (a) to (i)

[For the purposes of this paragraph 3, nothing in clause (iii) of Explanation I under Section 29A of the Code applies to the Applicant given that the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party of the Corporate Debtor]¹.

4. [That the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor]²
5. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code and the rules and regulations thereunder to submit an expression of interest and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Applicant is eligible under the Code and the rules and regulations thereunder to submit an expression of interest in respect of the Corporate Debtor.

¹ To be inserted in case Applicant is a 'Financial Entity' as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of 'Financial Entity' under Section 29A of the Code, evidencing that the Applicant is a 'Financial Entity'.

² To be inserted in case Applicant is a 'Financial Entity' as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of 'Financial Entity' under Section 29A of the Code, evidencing that the Applicant is a 'Financial Entity'.

6. That the Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.
7. That the Applicant understands that the CoC and the RP may evaluate the expression of interest to be submitted by the Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Applicant under this undertaking.
8. That the Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the expression of interest submitted by the Applicant.
9. That in the event any of the above statements are found to be untrue or incorrect, then the Applicant unconditionally agrees that the same shall render the Applicant ineligible to submit resolution plan for the Corporate Debtor, apart from any other action under applicable law [and the Applicant shall indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and /or the members of the CoC on account of such ineligibility of the Applicant.]
10. That the Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) or persons acting in concert or jointly with it, which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Corporate Debtor, after the submission of this undertaking.
11. That this undertaking shall be governed in accordance with the laws of India and the courts/tribunals at Chennai shall have the exclusive jurisdiction over any dispute arising under this undertaking.
12. For the avoidance of doubt, it is clarified that this undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

[Insert name of Potential Resolution Applicant] by Mr/Ms _____

(Name and Designation)

Authorised Signatory

Annexure III: Confidentiality Undertaking

[on stamp paper of appropriate value]

CONFIDENTIALITY UNDERTAKING

This confidentiality undertaking has been signed on _____ day of _____, 2023 by _____ *[Insert name of Potential Resolution Applicant]*, having its office at _____ acting through Mr./Ms. _____, the authorized signatory / authorized representative ("**Recipient**", which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, insolvency professional, liquidator and assigns or legal representatives) in favour of **CA. Nisha Malpani**, an insolvency professional having registration no. IBBI/IPA-001/IP-P00058/2017-18/10136 in his capacity as the resolution professional for the Corporate Debtor (as hereinafter defined).

WHEREAS Pala Décor Private Limited, a company registered under Companies, Act, 1956 ("**Corporate Debtor**") is under corporate insolvency resolution process *vide* National Company Law Tribunal ("**NCLT**") (Chandigarh Bench) order dated 15th March 2023 and CA. Nisha Malpani having registration no. IBBI/IPA-001/IP-P00058/2017-18/10136 was appointed as resolution professional *vide* order IA No. 1327/2023 dated 2nd June 2023 received on 12th Dec. 2023 ("**RP**", which term shall include its assigns, successors, authorised representative).

WHEREAS the RP is preparing to share with the recipient some information including but not limited to the information memorandum ("**IM**") as per Section 29 of the Insolvency & Bankruptcy Code, 2016 ("**Code**") and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**") in respect of the Corporate Debtor.

WHEREAS the RP is required to share the IM after receiving an undertaking from recipient of information to the effect that such recipient shall maintain confidentiality of the information contained in the Information Memorandum and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under Section 29(2) of the Code.

THEREFORE, the Recipient hereby unconditionally and irrevocably declares and undertakes as follows:

1. The Recipient undertakes and declares that it will not divulge any part or whole of any information of the Corporate Debtor including any information contained in the Information Memorandum, any other “relevant information” as defined under Explanation to section 29 of the Code, and any other information related to Corporate Debtor of which access is provided to the Recipient during the period of corporate insolvency resolution process of the Corporate Debtor, through oral, electronic or written communication or through any mode (including on a data room) to anyone, and the same shall constitute “**Confidential Information**”. Additionally, any information or documents generated or derived by the Recipient that contains, reflects or is derived from any Confidential Information shall also be deemed as “**Confidential Information**”.

2. The Recipient further unconditionally and irrevocably undertakes and declares that:
 - a) the Confidential Information shall be kept confidential by the Recipient and shall be used solely in accordance with the terms of the Code;
 - b) the Recipient shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, the RP or any other person;
 - c) the Recipient shall comply with the requirements under sub-section (2) of section 29 of the Code, and other provisions of law for the time being in force relating to confidentiality and insider trading in relation to such Confidential Information;
 - d) the Recipient shall protect any intellectual property of the Corporate Debtor which it may have access to;
 - e) the Recipient shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage;
 - f) the Recipient shall immediately destroy and permanently erase all Confidential Information within [60 days] upon (i) being notified to do so by the RP or the Corporate Debtor or the liquidator, as the case may be; (ii) the approval of a resolution plan by the NCLT under Section 31(1) of the Code; or (iii) upon an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code, unless otherwise waived or required under the Code.

Provided that the Recipient shall be permitted to retain copies of Confidential Information to the extent and duration for which it is strictly necessary to comply with applicable law or established document retention policies subject to (i) prior

intimation to the RP and Corporate Debtor as to the information retained, applicable law or established document retention policy under which it is retained and duration of such retention, and (ii) such copies being held by Recipient and kept confidential as per the terms of this confidentiality undertaking and the Code;

- g) the Recipient shall take all necessary steps to safeguard the privacy and confidentiality of the Confidential Information and shall use its best endeavours to secure that no Representative (as defined below) divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Corporate Debtor, all information related to disputes by or against the Corporate Debtor and any other matter pertaining to the Corporate Debtor as may be specified in the Information Memorandum or otherwise; and,
- h) the Recipient shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any Representative) [and shall indemnify and hold harmless the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by the Recipient or any person acting on its behalf.]

3. The Recipient agrees, acknowledges, and undertakes that the Confidential Information may only be disclosed to and shared with any officers, directors, employees, existing shareholders/ investors, or advisors of the Recipient, or, upon prior intimation to the RP, with identified co-investors or lenders of the Recipient, (collectively, referred to as, “**Representatives**”), in accordance with applicable laws in relation to confidentiality and insider trading, the Code and the CIRP Regulations, and the terms of this confidentiality undertaking, on a strict need-to-know basis and only to the extent necessary for and in relation to the corporate insolvency resolution process of the Corporate Debtor, provided that the Recipient shall bind such Representatives by way of undertakings/ agreements, to terms at least as restrictive as those stated in this confidentiality undertaking.

The Recipient shall be responsible for any breach of the confidentiality obligations by any Representatives to whom the Recipient shares the Confidential Information in accordance with this confidentiality undertaking; Provided that, disclosure of any Confidential Information by the Recipient to a Representative shall be allowed only upon prior written intimation to the RP and submission of confidentiality undertaking/ agreement as may have been entered into between the Recipient and such third party as per the terms of this clause.

4. Notwithstanding anything to the contrary contained herein, it is clarified that the obligation to maintain confidentiality of Confidential Information shall not apply to:
 - a) information which, at the time of disclosure to the Recipient was already in the public domain without violation of any provisions of applicable laws;
 - b) information which, after disclosure to the Recipient becomes publicly available without any breach of this confidentiality undertaking or violation of applicable laws;
 - c) information which was, lawfully and without any breach of this confidentiality undertaking, in the possession of the Recipient prior to its disclosure, as evidenced by the records of the Recipient;
 - d) information that is mandatorily required to be disclosed by the Recipient (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority or the guidelines of the regulatory/administrative authority or the stock exchange.

5. The Recipient agrees that the RP makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Recipient. The Recipient further agrees that the RP shall not be liable to the Recipient and/or the Representatives for any damage arising in any way out of the use of the Confidential Information and the Recipient and/or the Representatives shall not have any claim against the RP or the Corporate Debtor in relation to any information provided to the Recipient.

6. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.

7. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the RP shall be entitled to the remedies of injunction, specific performance, other equitable relief for a threatened or actual breach of this confidentiality undertaking. The remedies herein provided shall be cumulative and not exclusive of any remedies provided by law.

8. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.

9. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the courts/tribunals at Chennai shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.
10. This confidentiality undertaking shall become binding on the Recipient from the date hereinabove written.
11. The confidentiality undertaking shall be in addition to any other undertakings provided by the Recipient to the RP. For the avoidance of doubt, it is clarified that this confidentiality undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

[Insert name of Potential Resolution Applicant] by Mr/Ms _____

(Name and Designation)
Authorised Signatory

Annexure IV

[On the letterhead of the entity submitting the expression of interest]

EXPRESSION OF INTEREST

To

[Date]

CA. Nisha Malpani
9th Floor, Tower A-1, Regus, Spaze i-Tech Park, Sector 49
Gurugram-122018
Haryana - India
E-mail: cirp.paladecor@gmail.com

Subject: Submission of Expression of Interest (“EOI”) for Pala Décor Private Limited

Dear Sir,

This is with reference to your public advertisement in [insert name of newspaper and/or website] on [insert date], and invitation for submission of expression of interest dated [insert date] (“IEOI”) inviting EOIs for submitting the resolution plan for Pala Décor Private Limited as per the provisions of the Insolvency and Bankruptcy Code, 2016. We confirm that we have understood the eligibility and other criteria mentioned in the IEOI and meet the necessary threshold and criteria mentioned therein and are submitting our EOI for submission of a Resolution Plan for the Corporate Debtors.

We have attached the necessary information and supporting documents required to be submitted with EOI for your review and evaluation. We hereby confirm that the information provided by us in this EOI is true, correct and accurate to the best of our knowledge.

We understand and confirm that:

- a. the EOI will be evaluated by the Resolution Professional of the Corporate Debtor based on the information provided by us in this EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Corporate Debtor;
- b. the Resolution Professional reserves the right to determine at his sole discretion, whether or not we qualify for the submission of the Resolution Plan for the Corporate Debtor and may

reject the EOI submitted by us without assigning any reason whatsoever, and not include us in the provisional or final list of eligible PRAs;

- c. the Resolution Professional reserves the right to conduct due-diligence on us and/or request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of Resolution Professional or CoC may lead to rejection of our EOI;
- d. meeting the qualification criteria set out in IEOI alone does not automatically entitle us to participate in the next stage of the bid process.

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

For further information/ queries, please contact:

[●]

Thank you.

On behalf of: [insert name of the firm/company/organization]:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

Enclosed:

- All relevant document / details as per **Annexure V**
- General Information as per **Annexure VI** along with all supporting documents

Note:

- In case of Consortium / Applicant, the EOI shall be signed by the nominated Lead.
- The person signing the EOI and other supporting documents should be an authorised signatory supported by necessary Board resolution / authorization letter.

Annexure V

Supporting Documents Required to be Submitted with EoI

- Profile of Resolution Applicant;
- Legal Documents: Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association), of Resolution Applicant;
- Copy of PAN;
- Address Proof;
- For Net-worth: Certified true copies of Audited financial statements of immediately preceding completed financial year of PRA and / or promoter group or any other group company as per eligibility criteria **and** CA certificate for Net-Worth;
- Undertaking for fulfilment of Eligibility Criteria as per **Annexure I**;
- Declaration and undertaking under section 29A of IBC 2016 – **Annexure II**;
- Confidential Undertaking – **Annexure III**;
- A notarized declaration from PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that PRA shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria;
- Any other documents / information which prospective Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.

Annexure VI

General Information of Prospective Resolution Applicant (PRA)

1. **Name and address (with proof) of the Resolution Applicant:**
2. **Date of establishment of Resolution Applicant / Promoter Group along with supporting document:**
3. **Core area of expertise of Resolution Applicant:**
4. **Contact Person:**
 - Name:
 - Designation:
 - Telephone No:
 - Mobile No.:
 - Email:
5. **PAN No, CIN No or equivalent details of Resolution Applicant along with copy of supporting documents:**
6. **Company / Organisation Profile:**
 - i. Company's / Organisation's Financial Profile (consolidated / standalone as applicable):

(**Note:** The Company / organization profile should necessarily include tangible net worth of the immediately preceding completed financial year. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to "assets under management" and/ or "committed funds" for the immediately preceding completed financial year or the committed funds available as on March 31st, 2023 for investment.
 - ii. Experience in the relevant sector(s):
 - iii. History if any, of the company or affiliates of the company being declared a 'wilful defaulter' or 'non- cooperative borrower' pr 'non-performing asset':
 - iv. Details of Consortium / SPV, if any, as per **Annexure VII**;

(Note: In case of consortium / SPV, the details set out above are also to be provided for each of the member of the consortium / sponsors of SPV)

Annexure VII

Details of Consortium/Sponsors of SPV

Name of the Member	% Share in the Consortium/SPV	Nominated as Lead