

M/s. Kallam Textiles Limited

CIN: L18100AP1992PLC013860



Process information document

Invitation for Expression of Interest to Submit Resolution Plan for Kallam Textiles Limited

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

Address for Communication

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Issued by:

Rajesh Chillale,
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IBBI/IPA-001/IP-P00699/2017-18/11226

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Date extended Form G:**FORM G****INVITATION FOR EXPRESSION OF INTEREST FOR SUBMISSION OF RESOLUTION PLAN FOR M/S. KALLAM TEXTILES LIMITED., ENGAGED IN THE SPINNING WEAVING, DYEING OF YARN.**

(Under Regulation 36A (1) of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

RELEVANT PARTICULARS		
1.	Name of the corporate debtor along with PAN/ CIN/ LLP No.	Kallam Textiles Limited CIN: L18100AP1992PLC013860 PAN: AAACK9363M
2.	Address of the registered office	NH-5, Chowdavaram, Guntur Dist – 522019.
3.	URL of website	https://ksml.in/
4.	Details of place where majority of fixed assets are located	Plant locations: Chowdavaram, Guntur Dist, - Spinning unit. Kunkupadu, Bapatla Dist - Weaving & dyeing unit. Nelakondapalli, Khammam Dist - Hydrel plant.
5.	Installed capacity of main products/ services	Spinning unit 59280 spindles & 2912 rotors. Weaving unit: 248 looms. 3 Hydrel plants with a total capacity of 4.00 MW. Ginning unit capacity : 72000 bales pa Spinning capacity 11040 MT pa Dyeing unit: 1100 MT pa
6.	Quantity and value of main products/ services sold in last financial year	FY 2024-25 – Rs. 256.71 crs. (Audited) FY 2025-26 - Rs. 235.40 crs. (Provisional)
7.	Number of employees/ workmen	As on the date of CIRP admission 06.04.2026 Full time employees 222 Workmen (need based) – 900 approx
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors, relevant dates for subsequent events of the process are available at:	Detailed invitation of Expression of Interest (Process document) can be obtained by sending an email at ktl.cirp@gmail.com
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at:	available at website of www.ibbi.gov.in or can also be obtained by sending an email at ktl.cirp@gmail.com
10.	Last date for receipt of expression of interest	Original last date: 23.05.2026 Extended last date: 30.05.2026
11.	Date of issue of provisional list of prospective resolution applicants	09.06.2026 or within 10 days from the last date of receipt of EoI. (whichever is earlier)

12.	Last date for submission of objections to provisional list	14.06.2026 or 5 days from the date of issue of Provisional List of Prospective Resolution Applicants. (whichever is earlier)
13	Date of issue of final list of prospective resolution applicants	24.06.2026 or 10 days from the last date of submission of objections to Provisional List of Prospective Resolution Applicants. (whichever is earlier)
14	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	29.06.2026 or 5 days from the date of issue of Final List of Prospective Resolution Applicants. (whichever is earlier)
15	Last date for submission of resolution plans	29.07.2026 or 30 days from the date of issue of information memorandum, evaluation matrix and RFRP to the Prospective Resolution Applicants. (whichever is earlier)
16.	Process email id to submit EOI	ktl.cirp@gmail.com
17	Details of Corporate Debtors registration status as MSME	UDYAM-AP-04-0108662 date 01.08.2025

Sd/-

Rajesh Chillale, Resolution Professional
Kallam Textiles Limited
IBBI/IPA-001/IP-P00699/2017-2018/11226
AFA valid upto 31.12.2026
B-725, Western Plaza, OU Colony, HS Darga,
OU Colony, Hyderabad 500008

Date: 26.05.2026
Place: Hyderabad.

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Prajashakthi All AP editions	https://epaper.prajasakti.com/view/?date=2026-05-26&edition=1&pg_no=3
IBBI Website	Uploaded on 26.05.2026

Introduction:

In accordance with the Section 25(2)(h) of the Code read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons), 2016 (“**the CIRP Regulations**”), Expression of Interest (“EOI”) to submit a Resolution Plan(s) is invited from the prospective Resolution Applicants in the matter of M/s. Kallam Textiles Limited., from the interested and eligible prospective resolution applicants who fulfills such eligibility criteria as provided in this document.

Company Overview:

M/s. Kallam Textiles Limited., is one of the leading spinning mills established in the year 1992 at NH-5, Chowdavaram, Guntur Dist – 522019, Andhra Pradesh, India. Kallam Textiles Limited is one of the largest producers of spun yarn for the knitting and weaving industries in the Andhra Pradesh.

The company is engaged in the business of manufacturing Cotton yarn, Open End Yarn, Gray and Dyed Fabric and Hydro Electric Power. Our Company was established with an initial capacity of 12,000 spindles. Over two decades of growth, we have expanded to 56,400 spindles & 2,912 rotors. The CD commenced operations with the manufacturing of grey, gassed, mercerised and dyed cotton yarn.

Offering a diverse product line to fulfill demands of customers worldwide, the company has perfected spinning processes by applying state-of-the-art automated technology and innovation to every phase of our yarn manufacturing process.

The company was recognized worldwide as the industry leader for spun yarns due to continued focus on product quality and our commitment to extraordinary customer service. Kallam has worked very hard in putting together a team of managers, engineers, technicians, sales people, and production associates to lead Kallam in the 21st century. And while each individual contributor has a distinct and different role within the company, it takes EVERYONE at Kallam working together for the company to achieve maximum success.

Capacity	Spinning unit 59280 spindles & 2912 rotors. Spinning capacity 11040 MT pa Ginning unit capacity : 72000 bales pa
	Weaving unit: 248 looms. Dyeing unit: 1100 MT pa
	3 Hydel plants with a total capacity of 4.00 MW.

Location & brief about the Plants/Units of the Corporate Debtor:

Location: Chowdavaram, Guntur Dist, - Spinning unit.

Ginning, Spinning & Open End Plants – Our Ginning, Spinning and Open End plants are located at NH 5, Chowdavaram, Guntur -522 019, Andhra Pradesh, spread in an area of 17.13 acres. We operate 59,280 spindles of Ring Spinning out of which 34,416 are compact & 24,864 are Non-Compact and 2,912 rotors for manufacturing open end yarn. Ginning Division has a capacity to press **6,000 bales per month**. Ring Spinning Division has a production capacity of **420 tons per month** whereas our Open end Division has a capacity of **500 tons per month**.

Location pin:

https://www.google.com/maps/search/kallam+textiles+limited/@16.2573165,80.3344894,1265a,35y,0h,0t/data=!3m1!1e3?entry=tту&g_ep=EgoyMDI2MDQyMi4wIKXMDSoASAFQAw%3D%3D



Location: Kunkupadu, Bapatla Dist - Weaving & dyeing unit.

Weaving & Dyeing Plants – Weaving and dyeing divisions are located at Kunkupadu - 523265, Addanki, District – Prakasam, Andhra Pradesh spread in an area of 134.01 acres. Our Weaving division has production capacity of **248 looms** whereas our dyeing division has a capacity of **3,000 kgs per day**.

Location pin:

https://www.google.com/maps/place/Kunkupadu,+Andhra+Pradesh/@15.7641232,79.9311408,1023m/data=!3m1!1e3!4m6!3m5!1s0x3a4af02830cdf63f:0x3b8d2b83d337f7b4!8m2!3d15.7727444!4d79.9199698!16s%2Fg%2F1vfp6mm3?entry=ttu&g_ep=EgoyMDI2MDQyMi4wIKXMDS0ASAFAQAw%3D%3D



Location: Nelakondapalli, Khammam Dist - Hydel plant. – 4.0 MW

Hydel Plants – The CD has three hydroelectric plants with a total capacity of **4.0 MW**, two with the capacity of 1.6 MW each and one with 0.8 MW.

The plants are located at Nelakondapalli - 507160, District - Khammam, Telangana spread in an area of 39.06 acres.

These plants are on 16th & 17th branch canal of Nagarjuna Sagar project left to main canal.

Plant 1 Location pin:

https://www.google.com/maps/place/Nelakondapally,+Telangana+507160/@17.0805798,80.0726445,919m/data=!3m1!1e3!4m6!3m5!1s0x3a34fefcf34570c3:0xba1a632cad537423!8m2!3d17.1008995!4d80.0506981!16s%2Fm%2F05pbnkw?entry=tту&g_ep=EgoyMDI2MDQyMi4wIKXMDS0ASAFQAw%3D%3D

Plant 2 Location pin:

https://www.google.com/maps/place/Nelakondapally,+Telangana+507160/@17.0863707,80.056998,383m/data=!3m1!1e3!4m6!3m5!1s0x3a34fefcf34570c3:0xba1a632cad537423!8m2!3d17.1008995!4d80.0506981!16s%2Fm%2F05pbnkw?entry=tту&g_ep=EgoyMDI2MDQyMi4wIKXMDS0ASAFQAw%3D%3D

Plant 3 Location pin:

https://www.google.com/maps/place/Nelakondapally,+Telangana+507160/@17.1031858,80.037127,382m/data=!3m1!1e3!4m6!3m5!1s0x3a34fefcf34570c3:0xba1a632cad537423!8m2!3d17.1008995!4d80.0506981!16s%2Fm%2F05pbnkw?entry=tту&g_ep=EgoyMDI2MDQyMi4wIKXMDS0ASAFQAw%3D%3D

Summary of Annual Reports (Financials):

Rupees in crores

#	Particulars	Audited Financials /Provisional			
		2022-23	2023-24	2024-25	2025-26
		Audited	Audited	Audited	Prov
1	Gross Revenue – Operation	412.87	367.38	256.71	241.25
2	Other Income	1.33	1.09	1.40	2.90
	Total Income	414.20	368.47	258.10	244.15
1	Cost of Materials & Consumed	315.91	263.61	179.24	182.22
2	Purchases of stock-in-trade	0.01	0.09	0.04	-
3	Change in Inventories-WIP/FG/SIT	(18.54)	23.11	23.64	28.74
4	Employees Cost	22.36	21.43	15.63	15.85
5	Other Expenses	71.41	64.92	46.00	44.52
6	Depreciation	15.71	15.99	14.99	14.53
7	Financial Cost	29.76	35.44	42.82	44.42
	Total Expenses	436.61	424.59	322.35	330.28
8	Profit & Loss for the year	(22.42)	(56.12)	(64.25)	(86.13)
9	Provision for Tax/Mat	0.00	-	0.05	-
10	Deferred Tax	(9.54)	(18.67)	(24.51)	0.49
11	Exceptional items	7.62	(0.69)	7.00	(0.49)
11	P & L account transferred Reserve	(20.49)	(36.75)	(46.79)	(86.13)
	Application of Funds				
1	Tangible Assets	375.03	361.06	345.68	330.59
2	Capital Work In Progress	2.20	-	-	-
3	Non-Current Investments	0.13	0.13	0.39	-
4	Other intangible assets	0.01	0.01	-	-
5	Long Term Loans & Advances	7.57	7.54	7.53	7.53
6	Other Non-Current Assets	0.11	0.05	0.05	0.05
7	Deferred tax assets (net)	-	4.86	29.86	29.86
	Total	385.06	373.64	383.50	368.03
	Currents Assets				
1	Inventory/ WIP	125.25	84.74	60.11	29.90
2	Trade Receivables	21.76	17.22	20.90	4.72
3	Cash & Bank Balances	0.80	0.79	0.34	0.10
	Short Term Loans & Advances	0.81	0.39	0.38	0.00
4	Other Current Assets	37.76	34.46	32.71	32.31
	Total	186.40	137.60	114.44	67.04
	Total Assets	571.45	511.24	497.95	435.07
	Sources of Funds				
1	Share Capital	10.56	10.56	10.56	10.56
2	Reserve and Surplus	189.38	152.63	105.84	19.07

	Total	199.95	163.19	116.40	29.63
1	Long Term Borrowings	115.15	72.69	30.56	-
2	Other non-current financial liabilities	9.19	8.42	6.35	5.89
3	Deferred Tax Liability	14.30	-	-	-
4	Long Term Provisions	2.01	1.43	1.41	1.56
	Total	140.65	82.53	38.31	7.44
	Current Liabilities				
1	Short Term Borrowings	190.48	243.95	326.93	388.69
2	Deferred government grants, Current	0.46	-	-	-
3	Trade Payables	24.43	14.48	3.32	2.13
4	Other current Liabilities	15.35	7.01	12.91	7.09
5	Short Term Provisions	0.15	0.07	0.08	0.08
	Total	230.86	265.51	343.24	397.99
	Total Liabilities	571.45	511.24	497.95	435.07

Other particulars of Corporate Debtor:

RELEVANT PARTICULARS		
1	Authorised capital	Rs. 20.00 crores (10,00,00,000 share of Rs. 2.00 each)
	Paid up capital	Rs. 10.56 crores (5,28,10,562 shares of Rs. 2.00 each)
2	Audited Balance sheets	The last available balance sheet of the company is for the FY 2024-25. Provisional Balance sheet as on CIRP commencement date 2025-26. & as at CIRP admission date.
3	Board of Directors (now suspended)	Poluri Venkateswara Reddy, Managing Director Gurram Venkata Krishan Reddy, Managing Director Venakta Suba Reddy, CFO & Director Ramesh Kumar Golagani Company Secretary. Venkat Rao Nallagorla Director Raghavendra Reddy Vangala, Director Lakshmi Sandhya Rani Velala, Director

Corporate Insolvency Resolution Process:

Order of Adjudicating Authority for initiating Corporate Insolvency Resolution Process	The application for Corporate Insolvency Resolution Process filed by M/s. Union Bank of India (Financial Creditor) against M/s. Kallam Textiles Limited under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Rule 6 of Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 was admitted by Hon'ble NCLT, Amaravati Bench vide order dated 06.04.2026 in CP (IB) No. 3/7/AMR/2026 and appointed Mr. Rajesh Chillale, having IBBI registration no. IBBI/IPA-001 /IP-P00699/ 2017-2018/11226 as the Interim Resolution Professional.
Insolvency Commencement Date	06.04.2026
Estimated date of Closure of Insolvency Resolution Process	03.10.2026 (180 days from the date of commencement of CIRP i.e 06.04.2026)
Date of Public Announcement (Form – A) under IBC, 2016 calling for claims	07.04.2026
Resolution Professional	Mr. Rajesh Chillale Reg. no. IBBI/IPA-001/IP-P00699/2017-2018/11226 B-725, Western Plaza, O. U. Colony, H S Darga, Hyderabad 500008 email: ktl.cirp@gmail.com

Status of various statutory compliances of the Corporate Debtor:

Description	Last compliance	Remarks
Filing of Annual Reports with RoC	Last Annual Report filed up to 31.03.2025, ROC data is updated as on date	As per records available from MCA, Corporate Debtor has made compliances post March 2025.

Income tax Returns	The company filed income tax Return on 15 th October 2025 with a net loss Rs 36.75 Crs same is accepted by the Income Tax Department and Intimation order received under section 143(1) of the Income tax Act 1961 on dated 13 th February 2026 for the financial year 2024-25 relevant to the assessment year 2025-26	As per the available records from the income tax portal all returns filed as on date filed and there are no dues of Income tax up to the financial year 2024-25 relevant to the Assessment year 2025-26
GST returns	The Company registered under the GST with effective from 01/07/2017 One active and other is non-Active in state of Andhra Pradesh and Telangana as on date and regularly GST Returns filed till last month. 1) 37AAACK9363M2ZX is Inactive 2) 37AAACK9363M1ZY is Active 3) 36AAACK9363M1Z0 is Active	The Company GST registered in the State of Andhra Pradesh and Telangana with effective date 1 st July 2017 and as on date active one.
EPFO and ESI	The Company registered EPFO and ESI in the State of Andhra Pradesh and regularly filed the returns and there are no dues as on 31 st March 2026.	As per the records, the suspended management informed there are no dues related to the ESI and EPFO. we are in process obtaining further information from department and Management.
TDS Returns	The Company Filing regularly TDS returns in the State of Andhra Pradesh and there are no dues as on 31 st March 2026.	As per the records, the suspended management informed there are no dues related to the TDS. we are in process obtaining further information from

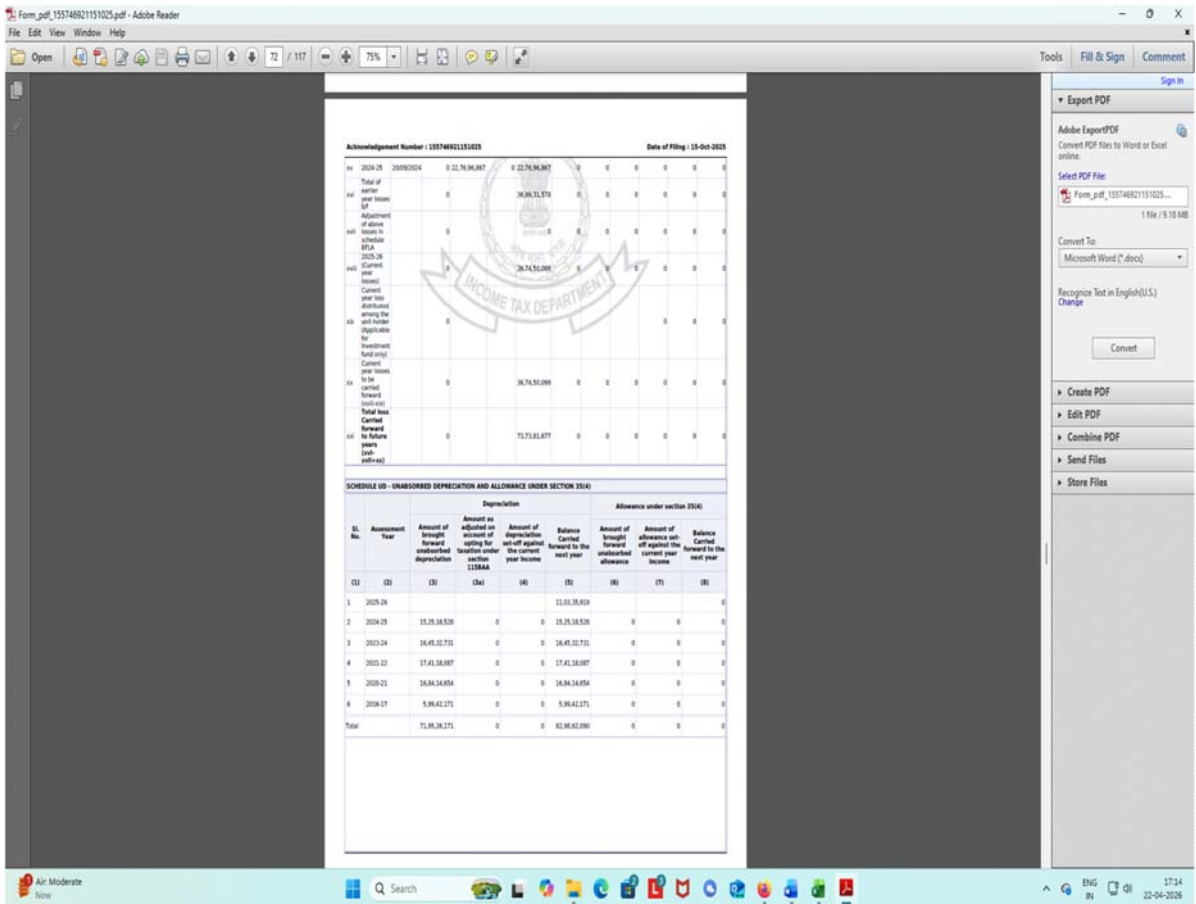
		department and Management.
Stock Exchange	The Company Filing Regularly Information and Quarterly Reports to the Stock Exchange and there are no dues as on 31 st March 2026. The current share price quoted on stock exchange Rs 2.75 as on 22 nd April 2026.	As per the records, the suspended management informed there are no dues or pending information related to the Stock Exchange. we are in process obtaining further information from department and Management.

Income tax filings:

FY	Status	Amount Rs. in crs.	Present position.
2015-16	The company filed income tax Return on 29 th September 2016 with an unabsorbed Deprecation carry forward Rs 5.99 Crs for the financial year 2015-16 relevant to the assessment year 2016-17.	5.99	These are business losses and carry forward during the financial year 2015-16 relevant to the assessment year 2016-17. The detailed information considered from the income tax Return filed for the financial year 2024-25 relevant to the assessment year 2025-26 vide acknowledgement No 155746921151025 dated 15 th October 2025.

2019-20	The company filed income tax Return on 9 th January 2021 with a net loss Rs 16.84 Crs same is accepted by the Income Tax Department and Intimation order received undersection 143(1) of the Income tax Act 1961 on dated 29 th March 2021 for the financial year 2019-20 relevant to the assessment year 2020-21	16.84	These are business losses and carry forward during the financial year 2019-20 relevant to the assessment year 2020-21
2020-21	The company filed income tax Return on 11 th January 2022 with a net loss Rs 17.41 Crs same is accepted by the Income Tax Department and Intimation order received undersection 143(1) of the Income tax Act 1961 on dated 14 th July 2022 for the financial year 2020-21 relevant to the assessment year 2021-22	17.41	These are business losses and carry forward during the financial year 2020-21 relevant to the assessment year 2021-22
2022-23	The company filed income tax Return on 26 th September 2023 with a net loss Rs 30.68 Crs same is accepted by the Income Tax Department and Intimation order received undersection 143(1) of the Income tax Act 1961 on dated 29 th November 2023 for the financial year 2022-23 relevant to the assessment year 2023-24	30.68	These are business losses and carry forward during the financial year 2022-23 relevant to the assessment year 2023-24
2023-24	The company filed income tax Return on 20 th September 2024 with a net loss Rs 38.02 Crs same is accepted by the Income Tax Department and Intimation order received undersection 143(1) of the Income tax Act 1961 on dated 4 th October 2024 for the financial year 2023-24 relevant to the assessment year 2024-25	38.02	These are business losses and carry forward during the financial year 2023-24 relevant to the assessment year 2024-25

2024-25	The company filed income tax Return on 15 th October 2025 with a net loss Rs 36.75 Crs same is accepted by the Income Tax Department and Intimation order received under section 143(1) of the Income tax Act 1961 on dated 13 th February 2026 for the financial year 2024-25 relevant to the assessment year 2025-26	36.75	These are business losses and carry forward during the financial year 2023-24 relevant to the assessment year 2024-25
	Total Loss as on date	145.69	



Transaction Process:

The transaction process for the Corporate Debtor as aforesaid shall be completed in Two Stages, brief of which is discussed as under:

Stage I:	:	<ul style="list-style-type: none">• Submission of EOI by interested Resolution Applicants (RAs) along with Refundable Process Participation deposit• Submission of duly executed Confidentiality Undertaking by shortlisted (RAs) in order to obtain Request For Resolution Plan (RFRP), Evaluation Matrix, Information Memorandum and other relevant information of the corporate debtor.• Shortlisting of Resolution Applicants (RAs) by Committee of Creditors (CoC)/Resolution Professional
Stage II:	:	<ul style="list-style-type: none">• Issue of Request For Resolution Plan (RFRP), Evaluation Matrix, Information Memorandum and other relevant information of the corporate debtor.• Access to Virtual Data Room to shortlisted RAs for their Due Diligence.• Submission of Resolution Plan by RA along with requisite documents and EMD/Financial Bank Guarantee.

- a) The bid process memorandum, RFRP, evaluation matrix and terms and conditions for submitting the Resolution Plan will be issued to the PRA's in the final List pursuant thereto in terms of Regulation 36B of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016.
- b) Access to Information Memorandum (IM), evaluation matrix, a request for resolution plans and other relevant information will be provided to every prospective resolution applicants in the Final list.

Refundable deposit:

Each prospective resolution applicant submitting the Expression of Interest is required to provide a refundable deposit of Rs. 50,00,000/- (Rupees fifty lakhs only) along with the EOI payable through NEFT/ RTGS in the following account.

Name of the account	Kallam Textiles Limited
Bank Name	Union Bank of India

Branch Address	Shaikpet branch, Hyderabad
A/c. No.	158021010000082
IFS code	UBIN0915807

For prospective resolution applicants who are not mentioned in the final list of prospective resolution applicants issued by the RP, the deposit shall be refunded within 10 days of the issuance of the final list of prospective resolution applicants.

For prospective resolution applicants who are mentioned in the final list of prospective resolution applicants issued by the RP, the deposit shall be adjusted towards the EMD payable along with Resolution Plan / if a request is made to the RP, refund will be made within 30 days of the issuance of the final list of prospective resolution applicants.

Last Date for submission of EOI:

- a) The last date for submission of Expression of Interest is by 17:00 Hrs 30.05.2026. EoI received after the last date for submission of EOI shall be rejected without any further information.
- b) EOI's received on or before the last date will be reviewed by RP and Committee of Creditors (CoC).

Eligibility Criteria:

The eligibility criteria for prospective resolution applicants, as approved by the CoC in accordance with the Section 25(2)(h) of the Code is as follows:

#	Eligibility	Criteria
1	For Individuals / Firm / Body Corporate	Minimum net worth of INR 50.00 crores or more as per the Audited Financials as on 31 st March, 2025 and in its absence, the latest available financial statement released during 12 months preceding date of the EoI.
2	For Financial Institutions/ Funds/ PE Investors /Asset	<ul style="list-style-type: none"> • Minimum Assets under management/ Committed funds available of INR 100 crores. • or committed funds available for investment/deployment in Indian companies or Indian assets of at least INR 100 crores.

	Reconstruction Company	<ul style="list-style-type: none"> • or more as per the Audited Financials as on 31st March, 2025 and in its absence, the latest available financial statement released during 12 months preceding date of the EoI.
	And	
3	Prospective Resolution Applicant shall not be an ineligible person as prescribed under Section 29A of the Insolvency and Bankruptcy Code, 2016.	

For Consortium prospective Resolution Applicants:

- Lead member must hold at least 26% equity in the consortium
- In case the consortium is of body corporate and/or individuals, minimum weighted average net worth of INR 50.00 crores at the consortium level. The consortium's minimum weighted average net worth will be calculated for the relevant member's at individual level in case of individuals and at the Body Corporate's level in case of Body Corporate's in the immediately preceding completed financial year (as per the Audited Financial Statement of immediately preceding completed financial year i. FY 2024-25 and in its absence, the latest available financial statement released during 12 months preceding date of the EoI, for Body Corporate's).
Provided that Body Corporate's eligibility may include it's Promoter's level if Promoter holds beneficial interest of 100% at the Promoter level and the Promoter has provided a board resolution agreeing for use of the Promoter's credentials to evidence eligibility of the Body Corporate.
- In case the consortium is of FIs/PE/NBFCs/ARC/AIF any other financial investor, the minimum weighted average AUM of at least INR 100 crores in the immediately preceding completed financial year; or weighted average committed funds available for investment/deployment in Indian companies or Indian assets of at least INR 100 crores as on March 31, 2025 at the consortium level (as per the Audited Financial Statement of immediately preceding completed financial year i. FY 2024-25 and in its absence, the latest available financial statement released during 12 months preceding date of the EoI, as applicable)
- In case the consortium is a combination of body Corporate's /individuals and FIs/PE/NBFCs, either;
 - The lead member of the consortium satisfies the eligibility criteria as mentioned above for body Corporate's/individuals or FIs/PE/NBFCs as applicable; or

- Each of the individual members satisfies the weighted proportion of the eligibility criteria mentioned for body Corporate's /individuals and FI/PE/NBFCs as applicable
- Weighted Average: [(% holding of member 1 x AUM/Net worth/Committed funds of member 1) + (% holding of member 2 x AUM/Net worth/ Committed funds of member 2) +.....member n]
Weighted Proportion: (% holding of member x AUM/Net worth/Committed funds of member)

OTHER CONDITIONS

- Any prospective resolution applicant can participate in only 1 (one) Consortium and / or can submit only 1 (one) EOI / resolution plan.
- A consortium can have a maximum of 3 members.
- the Consortium shall submit the copy of consortium agreement/MOU, if any, entered into between the Consortium members, setting out the respective obligations of the Consortium members;
- No change in the members of the consortium shall be allowed after the submission of the EOI by the consortium.
- The prospective resolution applicant including any member of a consortium / joint venture or a fund or a financial institution or a private equity investor or group company or affiliate or a chief executive officer or any of the directors / manager / key managerial personnel of the prospective resolution applicant or their affiliate should not have been charge-sheeted by any agency of the government or convicted by a court of law with regard to matters relating to security and integrity of the country.
- Neither, the prospective resolution applicant including any consortium member, group company, affiliate, chief executive officer, any of the directors / manager / key managerial personnel of the interested party or their affiliate should have been convicted by a court of law or indicted nor any adverse orders should have been passed by a regulatory authority which could cast a doubt on the ability of the prospective resolution applicant to undertake the transaction or which relates to a grave offence that outrages the moral sense of the community in regard to matters, as may be determined in accordance with applicable law.
- The members of the Consortium shall be jointly and severally liable in respect of obligations under the EOI/ undertakings given to the Resolution Professional;

Disqualification Criteria

Without prejudice, a prospective resolution applicant may be disqualified and its EOI or Resolution Plan may be excluded from further consideration for non-compliance with the

terms hereof or for any of the reasons (including without limitation) listed below. Where the prospective resolution applicant is a consortium, none of the members should be subject to disqualification under the terms of this document. The disqualification criteria shall include:

1. Ineligibility in terms of Section 29A of the Code;
2. Material mis-representation in the EOI or the proposal or failure to provide the information required to be provided in accordance with the terms of the detailed invitation or request for resolution plans;
3. The RP is of the view that the prospective resolution applicant has not satisfied the eligibility criteria approved by the CoC. Without prejudice to the generality of the above, the criteria may include among others, the track record (financial, operational strength, turnaround experience or otherwise) of the interested party, its financial strength, etc;
4. Any information regarding the prospective resolution applicant which becomes known to the RP or the CoC which is detrimental to the proposed transaction and / or to the interests of the Corporate Debtor and its stakeholders.
5. if any 1 (one) member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium; i.e., all the members of such Consortium shall stand disqualified;

Process of submitting the EOI :

Any interested prospective resolution applicant who is eligible in accordance with the eligibility criteria as specified by the RP/ CoC, may submit

- a) EOI in the format as set out in '**Annexure A**'. It may be noted that the EOI shall be unconditional and accompanied by:
- b) All the details / information of the Applicant along with supporting documents set out in '**Annexure B**' hereto.
- c) RA to this invitation should satisfy the conditions as specified under section 29A of IBC. An undertaking by the prospective resolution applicant that it does not suffer from any ineligibility under Section 29A of the Code as set out in '**Annexure C**' and relevant information and records to enable an assessment of ineligibility under Section 29A of the Code.

- d) An undertaking by the prospective resolution applicant that it meets the eligibility criteria specified by the CoC and that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan and attract penal action under the Code as set out in '**Annexure D**'.
- e) An undertaking by the prospective resolution applicant to the effect that 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 Code and read with Regulation 36A (7)(g) (CIRP Regulations) as set out in '**Annexure E**'.
- f) Other Relevant records in evidence of meeting the criteria.
- g) The prospective resolution applicants shall submit the EoI along with the required documents in a sealed envelope in hard copy along with the relevant Annexures, to the following address by post or courier or deliver in person to: Rajesh Chillale, B-725, Western Plaza, H. S. Darga, O. U. Colony, Hyderabad 500008.
- h) Additionally, a soft copy of the EOI along with above-mentioned documents should also be mailed to ktl.cirp@gmail.com
- i) The RP may seek any clarification and additional information or document, in addition to material on record, from prospective resolution applicant for conducting due-diligence to ensure compliance w.r.t. eligibility in accordance with the applicable provisions of the Code.

Other Terms & Conditions :

- a) CoC /RP reserves the right to cancel or extend or modify the process and /or reject /disqualify any RA /EoI /bid/ offer at any stage of the bid process without assigning any reason and without any liability to the RP or the Corporate Debtor.
- b) For any clarifications, you may write to: ktl.cirp@gmail.com
- c) 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 M/s. Kallam Textiles Limited.

- d) COC / RP reserve the right to withdraw EOI and/or cancel the Resolution Plan process at any stage. Mere submission of the EOI shall not create any rights in favor of the RA 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
- i. amend, extend, vary or modify the terms and conditions regarding submission of Resolution plan, including but not limited to Evaluation Matrix, timelines regarding submission of Resolution Plans; and
 - ii. disqualify and/or reject any RA at any stage of the bid process without assigning any reason and without any liability, including any tortuous liability.
- e) No agreements with RP or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or M/s. Kallam Textiles Limited., or any member of the COC or verbal communication by them shall affect or modify any terms of this EOI.
- f) No claims against the RP or M/s. Kallam Textiles Limited 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.
- g) By submitting a proposal, each RA shall be deemed to acknowledge that it has carefully read the entire EOI, its terms and conditions and Eligibility Criteria and has fully informed itself as to all existing conditions and limitations.

Sd/-

Rajesh Chillale, Resolution Professional
Kallam Textiles Limited
IBBI/IPA-001/IP-P00699/2017-2018/11226

Place: Hyderabad
Date: 26.05.2026

ANNEXURE A – EOI FORMAT

{On the Letterhead of the Prospective Resolution Applicant}

To,
Mr. Rajesh Chillale
Resolution Professional
Kallam Textiles Limited
B-725, Western Plaza, O. U. Colony,
H. S. Darga, Hyderabad 500008

Date: [●]

Subject: Submission of Expression of Interest for submitting Resolution Plan for M/s. Kallam Textiles Limited undergoing Corporate Insolvency Resolution Process (“CIRP”)

Dear Sir,

With reference to invitation for submission of Expression of Interest (“EOI”) for submission of resolution plans dated _____ as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**the Code**”) and rules and regulations made thereunder, we hereby submit our EOI for the submission of Resolution Plan for **M/s. Kallam Textiles Limited** (“**Corporate Debtor**”).

We confirm that we have understood the requirements and the terms and conditions for submission of this EOI for submission of Resolution Plan for the Corporate Debtor.

Further, we agree, acknowledge and confirm as follows:

- a. This EOI will be evaluated based on the information provided in this EOI and the Annexure’s and other documents attached herewith to determine if we are eligible to receive a request or invitation for submission of a resolution plan and to submit a Resolution Plan;
- b. The RP and / or the CoC reserve the right to determine, at their sole discretion, if we are eligible for the submission of the proposal and may reject the EOI submitted by us without assigning any reason and without any liability whatsoever;
- c. The RP and / or the CoC reserve the right to 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 RP and / or CoC may lead to rejection of our submission pursuant to EOI;
- d. Submission of this EOI alone does not automatically entitle us to participate in the next stage of Transaction Process.
- e. Any change in consortium or any material change affecting the consortium members’ ability to perform in consortium shall be intimated within 3 (three) business days (means a day other than a Saturday or a Sunday) of such change to the CoC and the RP. Allowing such change will be at the sole discretion of the CoC and the RP, however any change to the lead member of the consortium will not be allowed, further no change in the members of the consortium shall be allowed after the submission of the proposal by the consortium;

- f. We are not ineligible in terms of provisions of Section 29A of the Code. We are enclosing herewith an undertaking in a form set out in “**Annexure C**” of the Detailed Invitation in connection with Section 29A of the Code. We are a ‘fit and proper’ person and not under any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and SEBI regulations and guidelines.

Along with our EOI, we have also enclosed the following information as requested in Detailed Invitation:

- i. Details / Information required as per **Annexure B** of the Detailed Invitation;
- ii. Undertakings required in the format set out in **Annexure C** of the Detailed Invitation;
- iii. Undertakings required in the format set out in **Annexure D** of the Detailed Invitation;
- iv. the relevant records and documents in evidence of meeting the eligibility criteria, information and records to enable an assessment of ineligibility under Section 29A of the Code; and
- v. Executed Version of Confidentiality and Non-Disclosure Agreement as set out in ‘**Annexure E**’
- vi. [Add details of any other documents enclosed]

We further undertake that the information furnished by us in this EOI and Annexures hereto is true, correct, complete, and accurate. We understand you would be able to evaluate our preliminary proposal and eligibility based on this information provided herein in order to shortlist us for the above-mentioned proposal.

[I / We] represent and confirm that [I / we], and no other person acting jointly or in concert with [me / us] is disqualified under the provisions of Section 29A of the Code to submit a resolution plan as on the date of this EOI.

Yours Sincerely,

On behalf of

[Insert the name of the entity submitting the EOI]

{Signature of the Authorised Signatory}

{Name of the Authorised Signatory}

{Designation}

{Company Seal / Stamp}

Note:

- a) *In case of Consortium Applicant, the EOI shall be signed by each member.*
- b) *The person signing the EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions / authorization letter / power of attorney*

Annexure B – Supporting documents to be attached with EOI

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

For all prospective resolution applicants:

- a) Name and Address:
 - i. Name of the Firm/Company/Organisation:
 - ii. Address:
 - iii. Telephone No:
 - iv. Fax:
 - v. Email:
 - vi. PAN/CIN:

- b) Contact Person
 - a. Name:
 - b. Designation:
 - c. mobile No:
 - d. Email:

- c) Profile of the prospective resolution applicants including subsidiary (wholly-owned subsidiary, partly-owned subsidiary (if any)), associates, affiliates, joint ventures, promoter and promoter group and key managerial personnel.

- d) Rationale for submitting the EOI for the Corporate Debtor.

- e) Copies of certificate of incorporation / registration and constitutional documents (including memorandum and articles of association or equivalent document).

- f) Copy of PAN card or equivalent documents.

- g) Audited financial statements for immediately preceding 3 (three) years of the prospective resolution applicant and / or its promoter/promoter group or any other group company as per eligibility criteria.

- h) A notarized declaration from the prospective resolution applicant 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 the prospective resolution applicant shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria.

i) Details of Consortium/ Group members

Name of the member entity	% of share in the consortium or group	Nominated as Lead (Y/N)	Remarks (if any)

j) Certificate from the statutory auditor (for prospective resolution applicants incorporated in India, if any) or equivalent (for prospective resolution applicants incorporated outside India, if any) certifying as at end of last 3 financial years.

- a. Consolidated Tangible Net Worth, in case the prospective resolution applicant is a strategic investor; and
- b. Consolidated Tangible Net Worth / Assets Under Management, in case the prospective resolution applicant is a financial investor;

Note: For a prospective resolution applicant which is a Financial Investor - Relevant statement of committed funds available for investment/deployment in Indian companies or Indian assets

k) Names & DIN of Directors including Independent Directors

l) Names of key lenders, if any, to the Company or its affiliates

m) History if any, of the Company or affiliates of the Company being declared a 'wilful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.

n) Any other relevant details which would be useful for the resolution professional to be aware of in respect of the EOI including but not limited to their eligibility/ineligibility pursuant to conditions prescribed under Section 29A of the Code.

o) Any other relevant details which would be useful for the resolution professional to evaluate the EOI and help to shortlist for the next stage in the process.

**Annexure C - Undertaking for No Disqualification under Section 29A of the IBC,
2016**

[To be stamped for the adequate amount as per the applicable stamp laws]

To,
Rajesh Chillale
Resolution Professional
Kallam Textiles Limited
B-725, Western Plaza, O. U. Colony,
H. S. Darga, Hyderabad 500008

Date: [●]

Dear Sir,

Sub: **Resolution Applicant's undertaking under the Insolvency and Bankruptcy Code, 2016 ("the Code") and the rules and regulations prescribed there under confirming no disqualification under Section 29A of the Code.**

We refer to the invitation to the expression of interest dated _____ (Date of form G) ("EoI") in relation to the corporate insolvency resolution process of **M/s. Kallam Textiles Limited** ("Corporate Debtor"). In furtherance of the Expression of Interest, [I/ We], [Insert name_____], the prospective resolution applicant ("**Prospective Resolution Applicant**") hereby confirm that we are not ineligible under Section 29A of the Code.

Without prejudice to the generality of the foregoing, we hereby unconditionally certify and confirm as follows:

1. [I/ We] _____ are not disqualified from submitting a resolution plan in respect of the Corporate Debtor under the Code and rules and regulations framed thereunder, each, as amended from time to time;
2. [I/ We] _____ hereby state, submit and declare that neither the Prospective Resolution Applicant nor any other person acting jointly or in concert with us:
 - a) is an undischarged insolvent;
 - b) is a willful 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 Company;

[Note:

- i. *A 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 nonperforming asset accounts before submission of resolution plan. If that is the case, please provide details of the NPAs and undertaking in relation to payment of all overdue amounts prior to submission of the resolution plan.*
- ii. *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.*
- iii. *For the purposes of this clause,*
 - *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; and*
 - *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 the 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 the 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 of the Code; or
- ii. for seven years or more under any law for the time being in force;

[Note: This clause shall not apply:

- i. *to a person after the expiry of a period of two years from the date of his release from imprisonment: or*
- ii. *in relation to a connected person referred to in clause(iii) of the definition of connected person.]*

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

[Note: This clause shall not apply in relation to a connected person referred to in clause (iii) of the definition of connected persons.]

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 the Code;

[Note: 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 the 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 the 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) above, under any law in a jurisdiction outside India; or
- j) has a connected person not eligible under clauses (a) to (i) above.

Unless a contrary intention appears, the terms used herein shall have the meaning assigned to such terms under the Code. Additionally, the following terms used herein shall the following meaning:

(a) "**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: (a) nothing in clause (iii) of this definition shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor; and (b) 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.

(b) "**financial entity**" means 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:

- i.* a scheduled bank;
- ii.* 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;
- iii.* 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);
- iv.* an asset reconstruction company registered 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);
- v.* an Alternate Investment Fund registered with Securities and Exchange Board of India;
- vi.* such categories of persons as may be notified by the Central Government.

Yours Sincerely,

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

Name of Signatory:

Designation:

Company Seal/Stamp

Note:

a) In case of Consortium Applicant, the EOI shall be signed by each member.

b) The person signing the EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions / authorization letter / power of attorney

Annexure D – Form of undertaking to be provided by the prospective Resolution Applicant

[To be stamped for the adequate amount as per the applicable stamp laws]

To,
Rajesh Chillale, Resolution Professional
Kallam Textiles Limited
B-725, Western Plaza, O. U. Colony,
H. S. Darga, Hyderabad 500008

Date: [●]

Dear Sir,

Sub: Prospective Resolution Applicant's undertaking in relation to the Expression of Interest in the corporate insolvency resolution process of for M/s. Kallam Textiles Limited ("Company").

1. I / We, [Insert name of the Prospective Resolution Applicant] ("**Prospective Resolution Applicant**"), refer to the expression of interest ("**EOI**") submitted by us in relation to the captioned matter.
2. I / We hereby undertake, agree, acknowledge and confirm that:
 - a) i/we meets the criteria specified by the committee of creditors of the Company under clause (h) of sub-section (2) of section 25 of the Insolvency and Bankruptcy Code, 2016 ("**the Code**"),
 - b) enclosing the relevant records in evidence of meeting the said criteria is attached herewith as;
 - c) i/we does not suffer from any ineligibility under section 29A of the Code (to the extent applicable), relevant information and records to enable an assessment of our ineligibility are enclosed herewith as _____;
 - d) i/we shall intimate the RP forthwith if we become ineligible at any time during the corporate insolvency resolution process;
 - e) every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the Prospective Resolution Applicant ineligible to submit resolution plan and attract penal action under the Code; and
 - f) i/ we 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.
3. We further undertake and confirm that the EOI submitted by us is unconditional.

Yours Sincerely,
On behalf of
[Insert the name of the entity submitting the EOI]

Name of Signatory:
Designation:
Company Seal/Stamp

Note:

- (a) In case of Consortium applicant this undertaking shall be signed by each member.*
- (b) The person signing this undertaking and other supporting documents should be an authorised signatory supported by necessary board resolutions/ authorization letter/ power of attorney.*

Annexure E – Form of confidentiality and Non-Disclosure Agreement

[To be stamped for the adequate amount as per the applicable stamp laws]

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made on this [●] day of [●], 2025 by and between:

M/s. Kallam Textiles Limited, a company incorporated in India under the Companies Act of 1956, having its registered office at NH-5, Chowdavaram, Guntur Dist – 522019 AP. (“**Corporate Debtor**” unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), acting through **Mr. Rajesh Chillale**, being a registered insolvency professional bearing registration no. IBBI/IPA-001/IP-P00699/2017-2018/11226 (“**Disclosing Party / RP**” unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), and appointed as resolution professional for the Corporate Debtor in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“**the Code**”) and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”), of the **FIRST PART**;

AND

[●], a [company] incorporated in India under the [Companies Act of 1956], having its registered office at [●] (“**Recipient / Prospective Resolution Applicant**”, which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns), of the **SECOND PART**.

(the Disclosing Party / RP and the Recipient / **Prospective** Resolution Applicant are hereinafter referred to as a “**Party**” individually and as “**Parties**” collectively)

WHEREAS:

- A. Pursuant to the advertisement published by the RP in ((●)), the RP had invited expressions of interest (“**EOI**”) from prospective resolution applicants for the purpose of submission of resolution plans for the Corporate Debtor in accordance with the provisions of the Code. The Prospective Resolution Applicant, has accordingly, submitted its EOI to the RP on [●], 2025.
- B. As per the provisions of the Code and the CIRP Regulations, in the event that the Prospective Resolution Applicant is mentioned in the final list of prospective resolution applicants issued by the RP, the Prospective Resolution Applicant shall have the right to submit a resolution plan for the Corporate Debtor to the RP. For the purpose of preparation and submission of the resolution plan for the Corporate Debtor (“**Purpose**”), the RP is required to provide the Prospective Resolution Applicant with access to the relevant information in that respect, provided that the Prospective Resolution Applicant provides a Non-Disclosure Agreement to the RP with respect to such information provided.
- C. In view of the above, the RP will be sharing certain Confidential Information (*as defined in Clause 1 below*) with the Prospective Resolution Applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information. 1. In this Agreement, in addition to the capitalised terms defined in the introduction to, recitals of and the text of this Agreement, the following capitalised terms used herein shall, unless a contrary intention appears, have the following meaning:

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) In this Agreement, in addition to the capitalised terms defined in the introduction to, recitals of and the text of this Agreement, the following capitalised terms used herein shall, unless a contrary intention appears, have the following meaning:

“**Affiliate**” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “**Control**” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms “**Controlling**” and “**Controlled by**” or “**under common Control**” shall have corresponding meanings

“**Confidential Information**” shall mean any and all information disclosed or submitted to the Recipient by or on behalf of the Disclosing Party (including by any officers, and/or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors of a Disclosing Party), whether written, oral, pictorial, electronic, visual or other form relating, in any manner whatsoever, to the Corporate Debtor or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Corporate Debtor. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- (i) any information which relates to the business, business plans, products, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives, human resource and plans, policies and reports, of the Corporate Debtor;
- (ii) all technical, commercial, operational, financial, accounting, legal and administrative information, and any notes, analyses, compilations, studies, forecasts, interpretations, memoranda, summaries, reports and other materials which contain, reflect or are based upon, in whole or in part, any of such information;
- (iii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, materials, debts, presentations, proposals, quotations, computer programs, software;
- (iv) any unpatented invention, formula, procedures, method;
- (v) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right vested in the Disclosing Party or in which Corporate Debtor has an interest of any kind;
- (vi) any information belonging to identified third parties with whom the Corporate Debtor has business dealings;
- (vii) any proposed business deals, contracts or agreements;
- (viii) information, documents, agreements, materials, communications, fact, matter or thing about the corporate insolvency resolution process of the Corporate Debtor, or the terms or conditions or any other facts relating thereto, including, without limitation, the status thereof, that discussions or negotiations are occurring or have occurred, the existence of this Agreement;
- (ix) information and details regarding the terms, conditions and structure of, and other facts relating to, the Corporate Debtor and/or the corporate insolvency resolution process of the Corporate

Debtor, including the status thereof, whether oral, on paper or computer disk or in electronic format; whether prepared by the Disclosing Party, its advisors or other third party on behalf of the Disclosing Party; and/or.

(x) all reports, analysis, studies, compilations, interpretations or other documents or materials (whether on paper or computer disk or in electronic format) prepared by the Disclosing Party or its representatives which contain, refer to, reflect, enhance, modify, improve, quote or are based upon, in whole or in part, the information mentioned in (i) to (ix) above which is provided to the Recipient and/or its representatives in connection with the corporate insolvency resolution process of the Corporate Debtor.

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

2) The Recipient shall (and shall procure that each Representative shall), at all times:

- (i) hold in trust, in strict confidence and as required under Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Confidential Information provided to the Recipient and/or its Representatives by the Disclosing Party;
- (ii) not use the Confidential Information for any purpose other than for the Purpose;
- (iii) not disclose, reveal, disseminate, reproduce, quote, share with, refer to, use or make available to any other person, or use or permit others to disclose or use any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
- (iv) disclose the Confidential Information to its Representatives, strictly on a need to know basis and solely for the Purpose. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the employees/advisors would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, breach by any Representative of the Recipient shall be deemed as breach by the Recipient;
- (v) use the same degree of care in respect of the protection, security and safekeeping of the Confidential Information as the Recipient and its Representatives use to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft, and/or re-publication of the Confidential Information;
- (vi) at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
- (vii) immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 13 below; or (c) a notification by the Disclosing Party for any reason whatsoever, surrender and return to the Disclosing Party, all Confidential

Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention. Further, any Confidential Information that is not returned shall remain subject to the confidentiality obligations set forth in this Agreement. Notwithstanding the return of the Confidential Information, the Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder, which shall survive termination of this Agreement;

- (viii) not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
 - (ix) promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement; and
 - (x) not utilize the Confidential Information to avail any undue gain or undue loss to itself or any other person and shall comply with all provisions of applicable law, including Section 29(2) of the Code.
- 3) The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement, as evidenced by written documentation; or
 - (iv) is disclosed pursuant to any law or a court order or any requirement of any stock exchange provided that in the event the Recipient is required to make such disclosure in lieu of a court order/ stock exchange announcement, then in that case the Recipient shall, to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient. Additionally, the Recipient and/or its Representatives shall only disclose such portion of the Confidential Information as it is compelled to disclose pursuant to any law or a court order or any requirement of any stock exchange.
- 4) It is agreed that without the prior written consent of the Disclosing Party, the Recipient shall not disclose and shall ensure that its Representatives do not disclose to any person or entity (a) that the Confidential Information has been made available to it or its Representatives, (b) that discussions or negotiations are taking place concerning a possible transaction between the Parties, or (c) any terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
- 5) Ownership of the Confidential Information, including all intellectual property rights and related rights in the Confidential Information or arising out of the use of the Confidential Information shall at all times remain with the Disclosing Party, in perpetuity and throughout the world. All

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

- 6) The Parties agree that unless and until a definitive agreement(s) in connection with the Purpose is executed between the Parties, neither Party will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any of its Representatives with regard to the Purpose between the Parties and to terminate discussions and negotiations at any time. The Recipient further acknowledges that the resolution plan proposed by it may be rejected by the committee of creditors of the Corporate Debtor and/or the National Law Company Tribunal at any time.
- 7) 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 Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
- 8) For the avoidance of doubt, nothing in this Agreement 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 Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
- 9) The Disclosing Party or its Representatives makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness or relevance of the Confidential Information and shall not be liable in any way in connection with the use of, or termination of the Recipient's right to use the Confidential Information.
- 10) The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
- 11) The Recipient shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities including but not limited to all legal fees and expenses arising from or

connected with any unauthorized disclosure, use or misuse of the Confidential Information whether by itself or its Representatives or gross negligence or wilful misconduct of the Recipient and/or its Representatives. The Recipient further agrees and undertakes, at its sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom it has disclosed Confidential Information, directly or indirectly, from disclosing or using the Confidential Information in violation of this Agreement.

- 12) The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Disclosing Party in relation to the corporate insolvency resolution process of the Corporate Debtor.
- 13) This Agreement shall be effective and shall stay in force for a period of two (2) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 11 above) shall survive the termination of this Agreement.
- 14) 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	Recipient/ Prospective Resolution Applicant
Postal Address : B-725, Western Plaza, O. U. Colony, H S Darga, Hyderabad 500008	Postal Address : [●]
Contact Person : Mr. Rajesh Chillale	Contact Person : [●]
Email : ktl.cirp@gmail.com	Email : [●]

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 its 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.

- 15) If any provision of this Agreement 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 Agreement 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 Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
- 16) No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.

- 17) No failure or delay by any 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.
- 18) Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
- 19) This Agreement 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 and tribunals of Hyderabad.
- 20) This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied.
- 21) This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

Signed by/

for and on behalf of the Disclosing Party/ RP

for and on behalf of the Recipient /
Prospective Resolution Applicant

Name: **Mr. Rajesh Chillale**
Designation: **Resolution Professional**
Kallam Textiles Limited

Name:
Designation:

in the presence of

in the presence of