# INVITING EXPRESSION OF INTEREST (EOI) FOR PURCHASE OF ASSETS OF PARAKOTT INVESTMENTS INDIA PVT. LTD. - IN LIQUIDATION

DATED: September 08, 2025

#### 1. BACKGROUND

Parakott Investments India Pvt. Ltd. (hereinafter, "Parakott", "Company", "Corporate Debtor"), was incorporated on February 28, 2008 in Mumbai, Maharashtra. Company was engaged in financial services within the financial and insurance service sector. Company is under liquidation vide order dated January 03, 2025 passed by Hon'ble NCLT, Mumbai Bench and S. Gopalakrishnan having IBBI Registration No. IBBI/IPA-002/IP-N00151/2017-2018/10398 has been appointed as liquidator.

It has been decided to dispose of the Secured Assets (as defined below) of Company. Accordingly, EOI is hereby invited from interested parties for the purposes of acquisition of Secured Assets of Company, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") and the Regulations thereunder.

#### 2. Reason for Disposal

Company has extended its corporate guarantee to secure the credit facility(ies) availed by J J Poly Impex Pvt. Ltd. (**Group Company**) and has mortgaged properties (hereinafter referred to as "**Secured Assets**") to secure the said credit facility with DBS Bank India Limited (hereinafter referred to as "**DBS Bank**" or "**Secured Creditor**"). DBS Bank has not relinquished its security interest in the aforementioned Secured Assets of the Corporate Debtor into the liquidation estate and is desirous of realizing the Secured Assets independently, in accordance with Section 52 of the Insolvency and Bankruptcy Code, 2016.

Regulation 37 of the IBBI (Liquidation Process) Regulations, 2016 of the Insolvency and Bankruptcy Code, 2016 (the "Code"), inter-alia, empowers DBS Bank to sell the Secured Assets of Company in liquidation by public auction or private contract, with power to transfer such property to any person or body corporate, or to sell the same in parcels in such manner as may be specified. Further, Chapter VI of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (the "Liquidation Regulations") read with Schedule I thereof provide for realisation of Secured Assets of Company and the mode of sale for such assets in liquidation.

Accordingly, DBS Bank does hereby invite EOI from potential Applicant(s) (defined below) to evince interest in the Secured Assets of Corporate Debtor. This invitation for the EOI is being made to allow DBS Bank to determine the mode of sale for realization of the Secured Assets of the Corporate Debtor and shortlist eligible Applicant(s), and thereafter, conduct the auction of the Secured Assets of the Corporate Debtor through public auction with the short-listed Applicants as the bidders. This liquidation process is for the sale of the Secured Assets of the Corporate Debtor on "as is where is, as is what is, whatever there is and without recourse" basis.

## 3. DISCLAIMER

This invitation for EOI for acquisition of the Secured Assets of the Corporate Debtor, (hereinafter referred to as the "Invitation"), which expression shall be deemed to include any kind of supplementary document(s) or annexure(s) or information(s) issued, or uploaded on the website of DBS Bank in pursuance/furtherance of the Invitation, has been prepared by DBS Bank. The Invitation does not constitute a prospectus, or an offer document or a letter of offer for sale of Secured Assets of the Corporate Debtor or an official confirmation of any transaction entered into or to be entered

into by DBS Bank. This Invitation is only an invitation for submitting EOI in response to the Invitation (such party(ies) herein referred to as the "Applicants"), in accordance with and under the various provisions of the Code read with rules and regulations issued thereunder to interested parties for submission of response to the Invitation and purports to ascertain interest and qualifications of potential Applicants. The Invitation or the submission of an EOI pursuant to this Invitation does not create any kind of binding contract or obligation on the part of DBS Bank and in particular, DBS Bank is free to cancel such Invitation, modify or terminate the process of the sale of the Secured Assets of the Corporate Debtor which are offered for public auction, or permit bidders who have not submitted EOI to participate in the public auction.

The Invitation purports to ascertain interest of potential Applicants and does not create any kind of binding obligation on the part of DBS Bank to effectuate the sale of Secured Assets of the Company. The Invitation is not intended to be the sole or prima facie basis on which intending Applicants may submit their bids. It is understood that each recipient of this Invitation will perform its own independent investigation and due diligence of the Asset-Lots of the Company, based on such information as it deems relevant and without reliance on DBS Bank and this Invitation. DBS Bank shall endeavor to provide such cooperation as may be appropriate for carrying any due diligence at the cost and expense of the Applicant. No claim shall lie against DBS Bank with respect to the contents of this Invitation. Recipients of this Invitation must check and observe all applicable legal requirements including the provisions of the Insolvency and Bankruptcy Code 2016. DBS Bank is not committed either contractually or in any other way to the Applicants whose applications are accepted. The issue of this Invitation does not commit or otherwise oblige DBS Bank or the Company to proceed with the process or any part of it. The terms of the Invitation are to be read subject to this Disclaimer. The provisions of this Disclaimer take precedence over any other provision of the Invitation, which is inconsistent with or otherwise conflicts with any provision of this Disclaimer.

The information contained in the Invitation or that set out in the information sheet ("Information") is substantially based on estimated information, opinions and information sourced from the Corporate Debtor, public domain and independent third parties. The Invitation does not amount to a recommendation, either expressly or implied, with respect to the Corporate Debtor, its assets or other entities mentioned in the Invitation. Except where specifically mentioned otherwise, DBS Bank has not independently verified such Information. DBS Bank does not make any representation or warranty as to the accuracy, reliability or completeness of such information and does not assume any undertaking to supplement such Information if any further information becomes available or in light of the changing circumstances. DBS Bank shall not have any liability under any law, statute, rules or regulations for any representations or warranties (express or implied) contained in, or any omissions from this Invitation or any other written or oral communication transmitted to the recipient in the course of its evaluation of the proposed acquisition of Secured Assets of the Corporate Debtor or otherwise.

The Invitation and the Information may contain statements describing documents and agreements in summary form only, and such summaries are qualified in their entirety with reference to such documents and agreements. Some of the facts set out in the Information or this Invitation may be contested by parties in litigation; DBS Bank does not in any manner affirm/ deny or indicate any of DBS Bank's views on these contested matters. DBS Bank expressly disclaims any and all liability, which is based on the information and statements, or any part thereof contained in/ omitted from the Invitation.

The Invitation and the Information is not intended to be the basis on which interested Applicants may submit their bids. The Information has been prepared to assist interested Applicants in making their own evaluation for the purpose of submission of bids for acquiring the Secured Assets of the Corporate

Debtor, and for no other purpose. The Information does not purport to be inclusive or to contain the information that a prospective investor/ entity may require/desire. The Applicants are requested to undertake their own diligence on Secured Assets of the Corporate Debtor.

DBS Bank may in absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information or this Invitation. Any such update/amendment/supplement/corrigendum shall be communicated via the website of DBS Bank at go.dbs.com/corpimportantannouncements and no public notice thereof shall be issued.

#### 4. Definitions

Unless the context otherwise requires, the words and expressions as used in the Invitation shall have meanings assigned as herein below, and for any expression or term not defined above, such term or expression shall have the same meaning as ascribed to it under the Code or the Regulations thereunder:

S. No.	Terms as used in the Invitation	Definition
4.1.	Applicable Law	Includes the provisions, as may be applicable from time to time, of the Code, Liquidation Regulations, or Circular, Clarification or Pronouncement of the IBBI, IPA, or other any other applicable law, regulation or standard, having mandatory or persuasive force, and any order either by a Tribunal of jurisdiction or the Appellate Tribunal.
4.2.	Applicant	Any person who submits an EOI in accordance with the terms and conditions of this Invitation.
4.3.	Bid	In respect of Secured Assets, means the price tendered by an Eligible Applicant for Secured Assets in respect of which an EOI has been submitted.
4.4.	Eligible Applicant	means an Applicant who is not an Ineligible Applicant and is eligible to submit a Bid in terms of this Invitation.
4.5.	Earnest Money Deposit ( <i>EMD</i> )	means non- interest-bearing EMD to be tendered by an Eligible Applicant who intends to submit a Bid for Secured Assets.
4.6.	Expression of Interest/ EOI	refers to the interest submitted by an Applicant in accordance with the terms and conditions of this Invitation.
4.7.	Ineligible Applicant	means an Applicant who suffers any of the disqualifications mentioned under Section 29A of the Code, or is held to be ineligible by DBS Bank to submit a Bid in terms of the Invitation.
4.8.	Information Sheet	refers to a document containing details of the Secured Assets of the Corporate Debtor.
4.9.	Invitation	means this Invitation for EOI for acquisition of the Secured Assets of the Corporate Debtor, and shall include any kind of supplementary document(s) or annexure(s) or information(s) issued in pursuance/furtherance of the Invitation, with or without amendments.
4.10.	Reserve Price	In respect of Secured Assets, is the price below which no Bid shall be submitted and shall be as stated in Paragraph 10 of this Invitation
4.11.	Secured Assets	Secured Assets shall mean and include all such right title and interest of Secured Assets of the Corporate Debtor.

#### 5. Mode of Sale

Regulation 37 requires that DBS Bank shall ordinarily sell the assets of the Corporate Debtor through an auction in the manner specified in Schedule I. Pursuant to and in accordance with the aforesaid provisions of law DBS Bank invites EOIs for the acquisition of the Secured Assets , on an individual basis or together as a whole.

### 6. Summary Steps of the Proposed Sale

The proposed sale of Secured Assets shall follow the following steps:

- i. Invitation for EOI on the website of DBS Bank.
- ii. Publication of newspaper advertisements pertaining to the Invitation of EOI.
- iii. Submission of EOI along with affidavit verifying that the Applicant is not an Ineligible Applicant under Section 29A of the Code, and other documents. (For list of documents to be submitted along with EOI please refer page no.12)
- iv. Confirmation of eligibility of the Applicant by DBS Bank, based on the information supplied by the Applicant.
- v. Information Sheet pertaining to Secured Assets shall be provided to the Eligible Applicants.
- vi. Pre-auction formalities, such as submission of bid form by the Eligible Applicant, furnishing of any further declaration or undertaking, as may be required.
- vii. Conduct of auction if required.
- viii. Declaration of results of auction.
- ix. Intimation to the Liquidator of the price (based on the highest bid received) at which the Bank proposes to realize Secured Assets as required in the Code.
- x. Information from the Liquidator to the Secured Creditor within twenty-one days of receipt of the intimation as, mentioned above before the expiry of thirty days from the date of intimation as mentioned above at a price higher than the price intimated as above. Where the liquidator informs the Secured Creditor of a person willing to buy the Secured Assets as mentioned above, the Secured Creditor shall sell the asset to such person.
- xi. If the Liquidator does not inform the Secured Creditor as required in Clause No. x, or the person does not buy the Secured Asset, the Secured Creditor may realize the Secured Assets in the manner it deems fit, but at least at the price intimated under clause ix.
- xii. Declaration of the successful bidder after considering the above.

The cut-off dates have been specified in the table below. The timelines shall be strictly adhered to by the Applicants. The EOI must be submitted on or before 25.09.2025 by 17.00 hours.

Activity	Timeline
Date of Publication of Invitation of EOI	08.09.2025
Last Date for Submission of EOI in the prescribed format, Eligibility  Documents and EMD of 5% of the Reserve Price	25.09.2025
Date of Declaration of Qualified Participants	03.10.2025
Date for Inspection of Secured Assets	07.10.2025
Due Diligence of Title Deeds related to Secured Assets	08.10.2025
Last Date for Submission of Offer	10.10.2025
Date of Auction#	23.10.2025

Activity	Timeline
Declaration of outcome of auction	24.10.2025
Intimation to the Liquidator of the price (based on the highest bid received)	On or before
at which the Bank proposes to realize Secured Assets as required in the Code.	27.10.2025
Information from the Liquidator to the Secured Creditor within twenty-one	On or before
days of receipt of the intimation as, mentioned above before the expiry of thirty days from the date of intimation as mentioned above at a price higher than the price intimated as above. Where the liquidator informs the Secured Creditor of a person willing to buy the Secured Assets as mentioned above, the Secured Creditor shall sell the asset to such person	28.11.2025
Declaration of the successful bidder after considering the above	Within three working
	days tentatively on
	or before 03.12.2025

*Note:*# if only one bid is received then there will be no auction required. In such case the time line for the below activities will be as under:

Activity	Timeline
Intimation to the Liquidator of the price (based on the highest bid received)	On or before
at which the Bank proposes to realize Secured Assets as required in the	14.10.2025
Code.	
Information from the Liquidator to the Secured Creditor within twenty-one	On or before
days of receipt of the intimation as, mentioned above before the expiry of	14.11.2025
thirty days from the date of intimation as mentioned above at a price higher	
than the price intimated as above. Where the liquidator informs the Secured	
Creditor of a person willing to buy the Secured Assets as mentioned above,	
the Secured Creditor shall sell the asset to such person	
Declaration of the successful bidder after considering the above	Within three working
	days tentatively on
	or before 19.11.2025

DBS Bank reserves the right to alter/extend the timelines as per the sole discretion of DBS Bank. Any information about alteration/extension of any of the timelines above shall be published on the website of DBS Bank at <a href="mailto:go.dbs.com/corpimportantannouncements">go.dbs.com/corpimportantannouncements</a> and no public notice thereof shall be published.

## 7. Information Sheet

On submission of EOI in terms of the Invitation, the Eligible Applicants will be provided Information Sheet, which shall contain the following details:

- (i) Details of the Secured Assets of the Corporate Debtor.
- (ii)Other matters, as DBS Bank may include.

The Applicants obtaining the Information Sheet shall keep such information confidential and shall not share or distribute the Information Sheet with any other person(s), except with the prior written consent of the DBS Bank. Any breach of this condition shall be deemed to be a breach of terms of conditions stated herein, and the Applicant shall liable to indemnify DBS Bank for any damages.

### 8. Who shall be an Eligible Applicant?

- a. Must not be disqualified under Section 29A of the Insolvency and Bankruptcy Code, 2016.
- b. Must be legally competent to contract under Indian Contract Act, 1872.
- c. Can be individuals, Firms, LLPs, Company(ies), or any legal entity competent to acquire such assets.
- d. Financially sound and capable of completing the transaction.
- e. Must comply with all applicable laws and regulations.
- f. The Applicant may be a single bidder or may be a consortium.
- g. The Applicant shall submit an affidavit along with the EOI that the Applicant is not an ineligible person as per Section 29A of the Code. The submission of such affidavit is without prejudice to the right of DBS Bank to conduct such enquiry, and seek such information, as DBS Bank may deem appropriate for ascertaining, and forming a view, on the eligibility of the Applicant in terms of Section 29A.
- h. In case the Applicant chooses to conclude the sale in favour of its nominee, the nominee shall not be an ineligible Applicant under Section 29A of the Code, and the nominee shall sign a deed of adherence, as required by DBS Bank.

#### 9. TERMS AND CONDITIONS OF PROPOSED SALE

- (a) The proposed sale will be conducted as per Regulation 32 and 33 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.
- (b) The EOI (format given later) with annexures as mentioned on page no. 11 of this document, is required to reach by 17.00 hours on or before 25.09.2025 in a sealed envelope at "Pankaj Maroo/ Himanshu Kumar, RMG Special Assets Management, DBS Bank India Ltd., Level 19, Express Towers, Nariman Point, Mumbai 400 021, INDIA" and a scan copy of the same together with all enclosures should also be sent at pankajmaroo@dbs.com and himanshukumar1@dbs.com.
- (c) EOIs received up to the last date mentioned above will be evaluated for acceptance by DBS Bank. DBS Bank shall have a right to seek further information or other details as may be considered appropriate. DBS Bank reserves the right to accept or reject any EOI without assigning any reason.
- (d) The EOI must contain the full address, phone number, e-mail id, if any, of the Applicant for serving notices required to be given to the Applicant in connection with the sale process.
- (e) The Applicant must not be an ineligible person as defined in Section 29A of the Code. The Applicant must, at the time of submitting the EOI, disclose full identity of the Applicant/ the person in-charge/key managerial personnel of the Applicant and an affidavit verifying that the Applicant is not an ineligible person.
- (f) Only the Applicant(s) who is not ineligible shall proceed with the submission of the EOI in accordance with the Invitation.
- (g) Applicant obtaining a copy of the Information Sheet will sign a "Non Disclosure Agreement" in the format provided herein on page no. 16 (The same can be accessed at website <a href="mailto:go.dbs.com/corpimportantannouncements">go.dbs.com/corpimportantannouncements</a>
- (h) It shall be presumed that all the facts were taken into account by the Applicants while submitting their respective EOIs. Even if the Applicant chooses not to inspect the Secured Assets, it shall be presumed that the Applicant has made himself aware of the physical condition, market value,

- etc., of the Secured Assets and therefore, no complaint/ claim against the same shall be entertained in this regard by DBS Bank after the submission of the EOI.
- (i) DBS Bank shall endeavour to provide all the necessary information/ document, as available with the Bank. However, DBS Bank shall not be held liable for any information/ document not available with the Bank.
- (j) The Applicant shall apply its own discretion while participating in the auction process, and shall not in any manner, during or after the conduct of the auction process, cite reasons such as non-availability of information/ document for non-fulfilment of the obligations or any of the terms stipulated in the Invitation or the auction process.
- (k) The Applicant(s) should thoroughly satisfy themselves about the nature, conditions and quality of the Secured Assets. DBS Bank gives no guarantee or warranty as to the title of any of the Secured Assets or the conditions of any of the Secured Assets / material or/ its quality for any specific purpose or use. It should be clearly understood that no claim/ complaint about the quality/conditions/fitness for use will be entertained by DBS Bank.
- (I) As a pre-requisite for submission of a bid for acquiring the Secured Assets of the Corporate Debtor, the eligible Applicant has to deposit the EMD at the rate of 5% of Reserve Price of the Secured Assets of the Corporate Debtor, in respect of which EOI has been submitted, by RTGS/NEFT/Funds Transfer to the credit of DBS Bank India Ltd, Account No. 884LIABICCUSUINR CHEQUE COLLECTION SUSPENSE INR, IFSC: DBSSOIN0811 (5th & 8th characters are number "ZERO"). The EMD amount is required to be paid on or before submission of the Bid by the Applicant(s). Any remittance of Bid by third party cannot be accepted unless the third party is nominated by the Applicant(s). in that case, the Nominee will be considered as Applicant(s) of the Bid.
- (m) The interested Applicants shall pay the EMD, as provided in the above paragraph, for participating in the auction process. The EMD by the successful Applicant against the accepted bid shall be adjusted towards sale price.
- (n) The date and time for bidding will be intimated to the eligible Applicants at least 10 (Ten) days prior to the scheduled auction date.
- (o) The submission of bid shall mean and imply that the Applicant has unconditionally and irrevocably agreed to and accepted all the terms and conditions laid down herein.
- (p) Bids once submitted cannot be withdrawn or revised.
- (q) DBS Bank reserves the right to accept or reject any/ or all the bids or adjourn, postpone or cancel the proposed auction sale anytime without assigning any reason thereon. Any notice of such adjournment/ postponement/ cancellation of the auction sale shall be published on the website of DBS Bank at go.dbs.com/corpimportantannouncements and public notice thereof may not be published.
- (r) The Applicant who submits the highest bid shall be declared highest bidder. DBS Bank shall issue Letter of Acceptance of Offer to the successful bidder.
- (s) Letter of Acceptance of Offer per se does not confirm sale in favour of the Applicant making the highest bid. Confirmation of sale is subject to the fulfilment of conditions stated hereunder as also those stated in the "Letter of Acceptance of Offer" and approval of DBS Bank.

- (t) The successful Applicant shall have to deposit 10% (Ten percent) of the sale price, within 7 working days of the acceptance of the Letter of Acceptance of Offer by DBS Bank and the balance 90% (Ninety percent) of sale price shall be paid on or before 90<sup>th</sup> day of issuing Letter of Acceptance or as decided by DBS Bank, provided that payments made after thirty days shall attract interest as per the Liquidation Regulations, provided further that the sale shall be cancelled if the payment is not received within 90 days from date of issuing Letter of Acceptance or as decided by DBS Bank.
- (u) The EMD by the successful bidder, against accepted bid, shall be adjusted towards the amount required to be deposited under paragraph above.
- (v) In the event of default of payment within the stipulated period, as mentioned above, or failure to complete the transaction with the timeline specified for any reason whatsoever, or failure to fulfil any/all terms or conditions as imposed upon the Applicant, any amount already paid by such Applicant, including but not limited to the EMD, shall be forfeited and the Secured Assets shall forthwith be sold again and such defaulting Applicant shall also forfeit all claims on the Secured Assets or to any part of the amount for which it may be subsequently sold.
- (w) The EMDs of the unsuccessful Applicants shall be refunded within 7 (Seven) working days from the last date mentioned above, or rejection of an EOI for any other reason. However, DBS Bank may retain EMD of the top 2 (Two) Applicants for up to 15 (Fifteen) days from the date of opening of the auction process, in order to consider the bid submitted by the second highest Applicant, in the event the successful Applicant fails to pay the bid amount within the stipulated period.
- (x) The seller being the Secured Creditor, under the provision of Insolvency and Bankruptcy Code, 2016, selling Secured Assets during the liquidation of the Corporate Debtor, will not give any warranty or indemnity of any kind whatsoever.
- (y) The auction process, that shall be organized by DBS Bank, shall be for the purpose of price discovery for the intended sale of Secured Assets, which, based on the price so discovered, is intended to be sold in the manner as provided by applicable law.
- (z) The conclusion of the auction shall not amount to an assurance on the part of DBS Bank as to conclusion of the sale, or any other assurance at all. The successful conclusion of the auction shall not, by itself result into any rights on the part of the bidder against DBS Bank in any manner.
- i. Intimation to the Liquidator of the price at which the Bank proposes to realize Secured Assets as required in the Code.
- ii. Information from the Liquidator to the Secured Creditor within twenty-one days of receipt of the intimation as, mentioned above before the expiry of thirty days from the date of intimation as mentioned above at a price higher than the price intimated as above.
- iii. Where the liquidator informs the Secured Creditor of a person willing to buy the Secured Assets as mentioned above, the Secured Creditor shall sell the asset to such person.
- iv. If the Liquidator does not inform the Secured Creditor as required in Clause No. x, or the person does not buy the Secured Asset, the Secured Creditor may realize the Secured Assets in the manner it deems fit, but at least at the price intimated under clause ix.
- v. Declaration of the successful bid after considering the above.
- (aa) DBS Bank shall not in any manner be responsible for any delay, suspension, deferment, or cancellation of the auction or the subsequent sale of Secured Assets for any reason whatsoever,

- including but not limited to any legal proceeding, order or direction of any authority, or any other reasons.
- (bb) On payment of the full sale consideration by the successful Applicant, DBS Bank shall execute a certificate of sale to transfer the Secured Assets to the successful Applicant. All expenses for decommission, removal or transport shall be to the account of such Applicant. The sale will be affected strictly on "as is where is, as is what is, whatever there is and without recourse" basis.
- (cc) On full and final payment of the sale price by the successful bidder and confirmation of sale by DBS Bank, DBS Bank shall execute a certificate of sale with respect to the Secured Assets in favour of the successful bidder, upon approval by the Bank's competent Authority.
- (dd) The Successful Applicant will be required to bear all the necessary expenses for transfer of Secured Assets in his/her/its name, including any stamp duty ,registration costs, taxes and charges etc. payable to any Government Authorities (Local, State and Central) in respect of the same. It is expressly stipulated that there are no implied obligations on the part of DBS Bank and it shall be solely the obligation of the Applicant, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale. DBS Bank does not take any responsibility to provide information on the same.
- (ee) DBS Bank reserves the right to impose penalty, where an Applicant interrupts/ disrupts/ attempts to delay or jeopardise the process of auction in any manner, whether wilfully, negligently or otherwise. DBS Bank shall not be responsible for any technical fault in the auction process or where any bidder, who in spite of being present during the auction, fails to tender bid for any technical glitch, etc. Presence of an Applicant during the auction is sufficient evidence of his capability to tender bid during the auction period. In the event of any technical difficulties faced by the bidder, the bidder shall forthwith contact the representative of the e-auction service provider and drop an e-mail at <a href="mailto:pankajmaroo@dbs.com">pankajmaroo@dbs.com</a> and <a href="mailto:himanshukumar1@dbs.com">himanshukumar1@dbs.com</a>. In the event no complaint is made during the time period of the auction, it shall be deemed that the bidder did not face any difficulty during the auction and the nonparticipation of the bidder in the auction was due to his lack of want to increase the bid.
- (ff) Any taxes that may be arising out of the present transactions shall also be payable by the acquirer.
- (gg) Any adverse change in a material fact/ information about any Applicant/ ultimate acquirer which may affect its capacity to participate in the proposed sale in the opinion of DBS Bank, shall disqualify the Applicant/ ultimate acquirer from participating further in the proposed sale. In such an event, if the ultimate acquirer has already been identified, any amount paid by such Applicant shall be forfeited without providing any notice or intimation to the Applicant.
- (hh) Where the sale is deferred or stayed for any reason, including but not limited to litigation, etc., no interest is payable on the monies received from the bidder and DBS Bank's liability shall be restricted to make refund of the monies received from the bidder, subject to the directions of the Court/ Tribunal/Adjudicatory Authority.
- (ii) The Invitation is valid till the last date for submission of EOIs, or such dates as may be extended by DBS Bank from time to time. In case no EOI is received within the period or the extended period, as the case may be, or in case no bidder participates in the proposed auction, the auction shall be deemed to have failed, without prejudice to the rights of DBS Bank to proceed with a subsequent sale.

(jj) DBS Bank reserves the right to impose such further terms and conditions different from the terms already specified herein and the same will be binding on all the parties concerned.

#### 10. Secured Assets and Reserve Price

The Invitation seeks to invite EOI for Acquisition of the following Secured Assets of Company, the brief description of which is provided herein below:

Descriptions	Reserve Price	EMD (5% of Reserved Price)
Commercial Godown / Warehouse at Khasra No 443/1 min, extended Lal Dora Village Hamidpur, Delhi	INR 4,42,70,000/-	INR 221,3,500/-

## 11. Inspection of Secured Assets of the Corporate Debtor

Only Eligible Applicants, prior to submitting their Bids, may inspect Secured Assets of the Corporate Debtor on 07.10.2025, during working hour of the Bank. The Applicant(s) are required to inform to the Bank for inspection of the Secured Assets by email at email id <a href="mailto:pankajmaroo@dbs.com">pankajmaroo@dbs.com</a> and <a href="mailto:himanshukumar1@dbs.com">himanshukumar1@dbs.com</a> one Woking day prior to date of inspection for operational convenience. Any representative of the Eligible Applicants inspects the Secured Assets and rely on their feedback then the Bank will not be responsible for such feedback. The Bidder will be responsible for the Bid and to take any decision on the buying the Secured Assets.

Detailed description of the Secured Assets of the Corporate Debtor has been provided in the Information Sheet. Eligible Applicants will be provided with a copy of the Information Sheet. The Applicants obtaining the Information Sheet shall not share or distribute the Information Sheet with any other person(s). A breach of this condition shall be deemed to be a breach of terms of conditions stated herein and shall be liable to be dealt with accordingly.

Please also refer to Disclaimer Clause of this Invitation wherein the Applicants have been encouraged to conduct their own due diligence on the Secured Assets.

For further clarification, if any, please contact office of DBS Bank at at <a href="mailto:pankajmaroo@dbs.com">pankajmaroo@dbs.com</a> and <a href="mailto:himanshukumar1@dbs.com">himanshukumar1@dbs.com</a>.

Note: DBS Bank has the right to modify or cancel the process and/ or disqualify any interested party without assigning any reason and without any liability.

-Sd-

DBS Bank India Ltd Place: Mumbai Date: 08.09.2025

# {Format for submission of EoI on the letter head of Acquirer}

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To, Pankaj Maroo/ Himanshu Kumar RMG - Special Assets Management, DBS Bank India Ltd., Level 19, Express Towers, Nariman Point, Mumbai - 400 021, INDIA

Subject: Expression of Interest (EOI) for Acquisition of Secured Assets of Parakott Investments India Pvt. Ltd. (Parakott) – In Liquidation
Dear Sir,
In response to your public advertisement in and uploaded on the website of your Bank on, inviting EOIs for Acquisition of Secured Assets of Parakott, we hereby submit our EOI for Secured Assets located at Commercial Godown / Warehouse at Khasra No 443/1 min, extended Lal Dora Village Hamidpur, Delhi.
We have attached the supporting documents required to be submitted with EOI as published on the website of your Bank at $\underline{\text{go.dbs.com/corpimportantannouncements}}$ .
The information furnished by us in this EOI is true, correct and accurate to the best of our knowledge.
We understand that the selection of the Applicant is the sole discretion of DBS Bank India Ltd. and that we shall not be entitled to question the selection, selection criteria, nor shall we be entitled to seek details of the manner of selection.
We confirm that the signatory to this EOI as well as the Annexures is authorised and competent person as per valid and legal documents, to sign and execute such documents.
Thanking you.
Yours truly.
On behalf of the firm/company/organization: Signature: Name of signatory: Designation: Company Seal/stamp Place:
Date: Enclosures: Annexures

#### SUPPORTING DOCUMENTS TO BE SUBMITTED

## 1. General Details:

- a) Identity proof of the Applicant/legal documents: Self Attested copy of Aadhar Card, Pan Card/Voter Card/Passport, etc. of individuals, PAN card of the company duly attested by the Company Secretary/ Directors, copies of certificate of registration, constitutional documents, (as may be applicable);
- b) Power of attorney/ authorisation/ board resolution in favour of the person signing the EOI on behalf of the Applicant;
- c) General profile of the Applicant, e.g., summary of the business, history and current status of the Applicant;
- d) Financial profile of the Applicant (consolidated/standalone as applicable) In case of companies, audited financial statements of the last 3 years, and in case of individuals, statement of assets and liabilities, and statement of income for the last 3 years, Latest Networth Certificate of Company, Partners, Directors.
- 2. Affidavit confirming eligibility under section 29A of the Code (Refer Annexure-I);

## ANNEXURE- I

# [To be furnished in a stamp paper of INR 500/-] AFFIDAVIT STATING ELIGIBILITY

[Use one of the below, according to suitability]

1. In case Applicant is an Individual:  I,
A. That I am an individual, residing at
B. That I do hereby confirm and undertake that I am not ineligible to be a resolution applicant as per Section 29A of the Insolvency and Bankruptcy Code, 2016, or any other applicable law, nor am I acting jointly or in concert with any such ineligible person.
C. That I further confirm that in case of any failure in complying with the undertaking mentioned in the preceding paragraph DBS Bank India Ltd. has the right to disallow participation in e-auction and also to take any legal action.
D. That I further affirm to supply or make available to DBS Bank India Ltd., such other or further information, undertaking or evidence as may be required by the Bank, from time to time.
E. That the contents of the foregoing paragraphs of this Affidavit are true to my knowledge and belief.
Deponent
Witness:
1.
2.
BEFORE ME
[Stamp of Notary to affixed here.]

OR

2. In case Applicant is a Company:
I,years do hereby solemnly affirm and declare as follows:
A. That I am one of the Authorised Signatory/Director of
B. That I have been duly authorized by the Applicant to submit the EOI to DBS Bank India Ltd. on behalf of the Applicant and to sign affirm this Affidavit, vide Board Resolution dated (DDMMYYY), copy of which is enclosed and thus, competent to do so;
C. That I do hereby undertake, on behalf of the Applicant, that the Applicant is not ineligible to be a resolution applicant as per Section 29A of the Insolvency and Bankruptcy Code, 2016, or any other applicable law, nor is it acting jointly or in concert with any such ineligible person;
D. That I further confirm that in case of any failure in complying with the undertaking mentioned in the preceding paragraph DBS Bank India Ltd. shall have the right to disallow participation in e-auction and also to take any legal action;
E. That I further affirm to supply or make available to DBS Bank India Ltd., such other or further information, undertaking or evidence as may be required by the Bank from time to time;
F. That the contents of the foregoing paragraphs of this Affidavit are true to my knowledge and beliefDeponent
Witness:
1.
2.
Before me
[Stamp of Notary to be affixed here]

OR

3. In case Applicant is a Partnership Firm/ LLP:
I,, Son/ Daughter/ Wife (strike-off, whichever is not applicable) of
Shri, agedyears do hereby solemnly affirm and declare as follows:
A. That I am one of the Partner/ Managing Partner of M/s(Name of Firm), a Partnership Firm/ LLP having its Head Office at(Address of Firm), hereinafter referred to as "Applicant", which expression shall include its successors in interest and permitted assigns;
B. That I have been duly authorized by the Applicant to submit the EOI to DBS Bank India Ltd. on behalf of the Applicant and affirm the Affidavit, and thus competent to do so;
C. That I do hereby undertake, on behalf of the Applicant, that the Applicant is not ineligible to be a resolution applicant as per Section 29A of the Insolvency and Bankruptcy Code, 2016, or any other applicable law, nor is it acting jointly or in concert with any such ineligible person;
D. That I further confirm that in case of any failure in complying with the undertaking mentioned in the preceding paragraph DBS Bank India Ltd. shall have the right to disallow participation in e-auction and also to take any legal action;
E. That I further affirm to supply or make available to DBS Bank India Ltd., such other or further information, undertaking or evidence as may be required by the Bank from time to time;
F. That the contents of the foregoing paragraphs of this Affidavit are true to my knowledge and beliefDeponent
Witness:
1.
2.
Before me
[Stamp of Notary to be affixed]

[To be furnished in a stamp paper of INR 600/-]

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**BETWEEN** 

AND

**DBS BANK INDIA LIMITED** 

## **NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the day of, 2025 ("Effective Date"), by and between	nis
, a Firm/Company, represented by having its office at (herein aft referred to as "the Receiving Party" which expression shall, unless repugnant to or inconsistent wi the context or meaning thereof and mean include its successors and permitted assigns) .	
AND	
<b>DBS BANK INDIA LIMITED</b> , having its office at Express Tower, 19 <sup>th</sup> Floor, Nariman Point, Mumbai – 400 0 (hereinafter referred to as " <b>DBS</b> ", or the " <b>Disclosing Party</b> ", which term shall include unless successors and permitted assigns)	
WHEREAS the Receiving Party desires to purchase Secured Assets with respect to certain NPA account of DBS Bank India Ltd. (" <b>Transaction</b> "). During the process/ discussions, DBS Bank India Ltd. may sha certain proprietary information with the Receiving Party .	
THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, an other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agrees as follows:	
(The Receiving Party and DBS are hereinafter individually referred to as a "Party" and collectively the "Parties").	as
CONFIDENTIALITY UNDERTAKING	

- 1. The following expressions shall have the following meanings in this Undertaking:
  - a. "Confidential Information" means information of DBS Bank India Ltd. and / or its related corporations (collectively "DBS") that DBS designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information provided by DBS, its related corporations, affiliates, employees, agents, representatives, advisors, consultants or customers, whether disclosed or communicated verbally, in writing or in any other tangible

form, and whether relating to DBS' business, operations, processes, plans, requirements, inventions, product or service information, pricing, know-how, design rights, trade secrets, software, systems, market opportunities, customers (including information relating to the money or other relevant particulars of the accounts or account holders of DBS Bank India Ltd, our related corporations or affiliates) and business affairs.

However, Confidential Information shall not include information that the Receiving Party can conclusively establish:

- (i) entered or subsequently enters the public domain without its breach by the Receiving Party of any obligation owed to DBS;
- (ii) was known to the Receiving Party prior to DBS' disclosure of such information to the Receiving Party without any confidentiality obligations;
- (iii) became known to the Receiving Party from a source other than DBS other than by breach of an obligation of confidentiality owed to DBS; or
- (iv) is independently developed by the Receiving Party without reference to DBS' Confidential Information,
- b. **"Confidential Materials"** means any software and all tangible materials containing Confidential Information, including without limitation electronic, written or printed documents and computer disks or tapes, whether machine or user readable.
- 2. In consideration of DBS agreeing at the request of the Receiving Party to provide the Receiving Party with Confidential Information and Confidential Materials in order that the Receiving Party may evaluate such information in connection with transaction with DBS (the "Purpose"), the Receiving Party hereby agree and undertake as follows:
  - a. To treat the Confidential Information and Confidential Materials as strictly confidential and not to disclose or reveal the Confidential Information and Confidential Materials (or any portion thereof) to any person except:
    - i. the Receiving Party and/or its affiliates' employees on a strict need-to-know basis for the Purpose, provided that in such case the Receiving Party shall inform such persons of this Undertaking and the confidential nature of the Confidential Information and Confidential Materials, and shall procure that such persons comply with the terms of this Undertaking as if they were party hereto; or
    - ii. Where the Receiving Party require the assistance of any third party other than its (or its affiliates') employees, to whom disclosure of any Confidential Information or Confidential Materials is necessary, the Receiving Party shall first obtain prior written consent from DBS and thereafter shall inform such

persons of this Undertaking and the confidential nature of the Confidential Information and / or Confidential Materials, and shall procure that such persons comply with the terms of this Undertaking as if they were party hereto; or

- iii. If and to the extent disclosure is required in compliance with applicable law, or judicial or other governmental order or request, provided that in such case the Receiving Party shall give DBS reasonable written notice prior to such disclosure to enable DBS to take such measures as DBS deems necessary to limit the disclosure of the Confidential Information and Confidential Materials and the Receiving Party shall comply with any applicable protective order or equivalent obtained;
- b. To exercise in relation to the Confidential Information and Confidential Materials no lesser security and control measures and degree of care than those which the Receiving Party apply to its own confidential information (and which the Receiving Party warrant as providing adequate protection against any unauthorised access, erasure, disclosure, processing, transfer, copying or use);
- To keep all documents bearing or incorporating any Confidential Information and Confidential Materials separate from all other documents, records, data and materials and at the Receiving Party usual place of business;
- d. To keep a written record of all copies or reproductions of any Confidential Information and Confidential Materials specifying when and by whom they were taken and to whom they have been sent (if anyone);
- e. Not to use the Confidential Information and Confidential Materials for any purpose other than the Purpose;
- f. Not to reverse engineer, decompile or dissemble any software disclosed to the Receiving Party , except pursuant to any statutory right that cannot be excluded by contract;
- g. To notify DBS immediately upon discovery of any unauthorised use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Undertaking by the Receiving Party, and to cooperate with DBS in every way to help DBS regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorised use or disclosure; and
- h. To immediately return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials in the Receiving Party's possession, custody or control at DBS request, or at DBS option, destroy all such Confidential Information and Confidential Materials and certify destruction of the same.

- 3. The Receiving Party further agrees and acknowledges that:
  - a. Monetary damages would not be a sufficient remedy for a breach of this Undertaking and that DBS shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for any actual or threatened breach of this Undertaking;
  - b. All Confidential Information and Confidential Materials are and shall remain DBS property and that, by disclosing Confidential Information and Confidential Materials to the Receiving Party , DBS does not grant any express or implied right to the Receiving Party to or under any of DBS' patents, copyrights, trademarks, designs or other intellectual property or other rights;
  - c. DBS accepts no responsibility for and make no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information and / or Confidential Materials. DBS shall not be liable to the Receiving Party or any other person in respect of the Confidential Information and / or Confidential Materials or their use;
  - d. The Confidential Information and Confidential Materials may contain confidentiality clauses. If such documents are made available to the Receiving Party , the Receiving Party undertake with DBS that they will thereafter not do any act which would result in DBS being in breach of such confidentiality clauses (other than the use of such information for the Purpose referred to in this Undertaking and the disclosure of it to other permitted persons in accordance with this Undertaking);
  - e. DBS' failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Undertaking or by law prevents further exercise by DBS of such right or remedy or the exercise of any other right or remedy. No waiver by DBS shall be effective unless made in writing and signed by our authorized signatory; and
  - f. The Receiving Party shall not make any public statements or announcements in connection with this Undertaking unless our prior written approval from DBS is obtained.
- 4. The Receiving Party's obligations under this Undertaking including the obligations regarding DBS Bank India Ltd., our related corporations' and affiliates' customer information shall continue indefinitely.
- 5. This Undertaking and all matters arising out of or in relation thereto shall be governed by, and construed in accordance with, the laws of India. The Receiving Party and DBS hereby agree to submit to the exclusive jurisdiction of the courts in Mumbai, India but this shall not limit DBS' right to refer any claim against DBS or the Receiving Party to any other court of competent jurisdiction outside India.

6. Please indicate acceptance of this Undertaking by signing and returning the duplicate copy of this

Ondertaking.	
IN WITNESS WHEREOF the authorized signatories of the day and the year first hereinbefore written.	of each Party have executed this Agreement as on
Agreed and executed for and on behalf of	Agreed and executed for and on behalf of DBS BANK INDIA LIMITED
Name:	Name:
Designation:	Designation:  DBS Bank India Ltd.
	DDS Dank mala Eta.