INVITATION FOR SUBMISSION OF EXPRESSION OF INTEREST (EOI) FOR SUBMISSION OF RESOLUTION PLAN FOR HYGEIA FRUIT AND VEGETABLE PROCESSORS PRIVATE LIMITED

DATE: 03-07-2026

REISSUE DATE: 24-07-2026

EOI_HFVP

Table of Contents

EOI_HFVP

1. INTRODUCTION

HYGEIA FRUIT AND VEGETABLE PROCESSORS PRIVATE LIMITED (hereinafter referred to as "HFVP/Corporate debtor") is a company registered with ROC-Himachal Pradesh and incorporated on 23-05-1995. The Company Identification Number (CIN) is U15134HP1995PTC016488. The company have an Authorised share capital of Rs. 50,00,000 and paid-up share capital of Rs. 50,00,000.

Presently the business of the Corporate Debtor is not a going concern.

The registered office and principal place of business of the company is located at Plot 1,1A and 2, Industrial Area, Ner Chowk, Ratti, Distt. Mandi, Himachal Pradesh, 175008.

An application for initiation of the Corporate Insolvency Resolution Process (CIRP) under Section 10 of the Insolvency and Bankruptcy Code, 2016 was filed by the Corporate Debtor, and was admitted by the Hon'ble National Company Law Tribunal (NCLT), Chandigarh Bench (Court-I) (Adjudicating Authority) vide order dated 19.02.2026, whereby Ms. Bhavna Bansal was appointed as the Interim Resolution Professional (IRP) and was subsequently confirmed as the Resolution Professional (RP). Thereafter, pursuant to a resolution duly approved by the Committee of Creditors (CoC) in its third meeting, an application was filed before the Hon'ble NCLT, Chandigarh Bench (Court-I) seeking replacement of the RP, and the Hon'ble NCLT, vide order dated 11.06.2026, approved the replacement of Ms. Bhavna Bansal and appointed Mr. Nikhil Sachdeva as the Resolution Professional of the Corporate Debtor.

This Invitation for Expression of Interest to submit resolution plans (Invitation for EOI) in respect of HYGEIA FRUIT AND VEGETABLE PROCESSORS PRIVATE LIMITED (Corporate Debtor) has been issued by the Resolution Professional, acting on the instructions of the Committee of Creditors of the Corporate Debtor in compliance with the provisions of the Insolvency and Bankruptcy Code, 2016 (Code) read with regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 solely for general information purposes only, without regard to any specific objectives, suitability, financial situations and needs of any particular person.

2. ELIGIBILITY CRITERIA

To be eligible to submit Expression of Interest (EOI), the Prospective Resolution Applicant (PRA) must satisfy the following Eligibility Criteria, as approved by the

EOI HFVP

Committee of Creditor (CoC) of HFVP in accordance with Section 25 (2)(h) of the Insolvency & Bankruptcy Code, 2016.

A. For PRA'S that are Body Corporates/ Individuals/ Consortium of Investors whether incorporated in India or outside India

Minimum Net worth ('NW') of INR 5 Crores at the Individual Level or Group Level in the immediately preceding completed financial year i.e. as on 31.03.2026. A CA (Having COP) certificate to be submitted as a proof of Net worth along with the relevant documents in support or Audited Balance Sheet Showing the Net Worth of the entity in case of company, when it is submitted jointly or singly.

B. For PRA's that are Financial Institutions/Private Equity Funds, Asset Reconstruction Companies/ Non-Banking Finance Companies/ Other financial investors including consortium investors:

a) Minimum assets under management (AUM) of INR 5 Crores in the immediately completed preceding financial year i.e. as on March 31, 2026 or

b) Committed funds available for deployment / investment of at least INR 5 Crores as on March 31, 2026;

Note:

- *Bidders shall demonstrate ability to infuse funds*
- *Immediately completed preceding financial year shall mean period not earlier than 31.03.2026 for which a certificate needs to be produced as from a Chartered Accountant in practice along with relevant document*
- *Net Worth shall be computed as aggregate value of paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include capital reserves including reserves created out of revaluation of assets, write back of depreciation and amalgamation.*

3. OTHER ELIGIBILITY CRITERIA'S

To be eligible to submit EOI, the PRAs must also satisfy the following eligibility criteria, as approved by the CoC in accordance with Section 25 (2)(h) of the Code.

EOI HFVP

A. Resolution Applicant will not be eligible to submit the EOI if it or any person acting jointly or in concert with it is disqualified under Section 29A of the Code (as amended from time to time). In case of a Consortium, each member of the Consortium should be eligible under Section 29A of the Code.

B. Resolution Applicant or its connected persons as defined in Section 29A of the IBC, should not have failed to implement any resolution plan submitted by it and approved by the concerned Hon'ble NCLT in accordance with its terms.

4. LAST DATE OF SUBMISSION OF EOI

The last date for submission of EOI is **03-08-2026** ("**Last Date**").

Note*: *Any EOI submitted after the Last Date shall be rejected.

Provided that the RP may extend the Last Date, with approval of the CoC (at its sole discretion).

5. SUBMISSION OF EOI

The EOI should be submitted in the format attached as **Annexure 'A'** and should be accompanied with the following documents/ information:

a. Profile of PRA including subsidiary (wholly-owned subsidiary and partly owned subsidiary if any), promoter and promoter group, parent company and ultimate parent company, key managerial personnel and rationale for bidding for the Company.

b. Latest income tax return for preceding financial year 2024-25 (AY 2025-26) and two preceding Financial Years filed by each PRA meeting the eligibility criteria mentioned in the Category I, II of point number 2 of this document.

c. Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA) or other equivalent organizational documents. KYC documents to be provided (Copy of PAN card, GST number or equivalent documents) for individual, firm, partner(s), company, its directors, members of consortium.

d. Audited financial statements of the PRA for past three Financial Years.

e. A notarized declaration from the PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that the PRA shall provide all relevant

EOI HFVP

documents for its promoter/promoter group or any other group company, if required to meet the eligibility criteria.

f. A list of connected persons of the PRAs (including each member of the consortium), as defined under Section 29A of the Code

g. A Signed Format of Expression of Interest as per **Annexure 'A'**

h. A signed undertaking in the format attached as **Annexure 'B'**.

i. A separate / Affidavit for the eligibility under Section 29 A in the Format attached as **Annexure 'C'.**

j. A Confidentiality Undertaking in the format attached as **Annexure 'D'**.

k. In case of a Consortium, the relevant documents will need to be provided by each member of the Consortium along with the format attached as **Annexure 'E'**.

l. The EOI and other concerned documents shall be signed by the Authorized signatory of Applicant supported by evidence of authority of such Person (board resolution or power of attorney) and appropriately stamped / company seal affixed by the representative of the Applicant as per the format indicated in **Annexure 'F'.**

m. List of Documents mentioned in **Annexure 'G'.**

n. Latest CIBIL Report of the PRA and all its directors

o. List of connected persons as defined in Section 29A of the Code

p. Any additional document/information, if asked by RP or CoC.

Expression of Interest (EOI) is invited in a sealed envelope superscripted as **<Expression of Interest for HYGEIA FRUIT AND VEGETABLE PROCESSORS PRIVATE LIMITED>.** EOI shall be submitted in following manner:

i Electronically at **cirp.hygiea@gmail.com**

And

ii. Hard Copy EOI shall be submitted to following address:
Mr. Nikhil Sachdeva
H. No. 541-L, First Floor, Model Town, Preet Hospital Road,
Ludhiana, Punjab ,141002

KINDLY NOTE IN CASE THE SOFT COPY IS RECEIVED BEFORE EOD 22-07-2026, IT SHALL BE CONSIDERED AS VALID RECEIPT OF EOI WITHIN TIME PRESCRIBED.

EOI HFVP

6. CONSORTIUMS

Where the EOI is being submitted by a consortium of joint bidders ("Consortium"), the EOI, along with all undertakings submitted shall be signed by each member of the Consortium. Please further note that:

a. A Person cannot be part of more than 1 (one) consortium submitting the EOI for the Company. Further a Person shall submit only 1 (one) EOI, either individually as a PRA or as a constituent of a Consortium;

b. 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;

c. Each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium;

d. The members of the Consortium shall be jointly and severally liable in respect of obligations under the EOI/ undertakings given to the Resolution Professional;

e. 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;

f. The EOI must detail the members of the Consortium, the Lead Member and the proposed percentage holding of each member;

g. Lead Member of the Consortium shall be identified at the time of submission of EOI and shall hold at least 26%;

h. No change of Lead Member or any member whose financials have been considered towards the eligibility criteria may be permitted post submission of EOI (except with approval of the COC).

7. IMPORTANT NOTE

1) This document does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity.

EOI - HFVP

2) If any resolution plan (or the terms thereof) which is received by the RP is not pursuant to or in accordance with the provisions of this Invitation for EoI and/or such plan is not in accordance with the terms and conditions set out in this Invitation for EoI, then such resolution plan shall not be considered eligible for evaluation by the CoC.

3) RP/CoC has the right to cancel or modify or withdraw the process of invitation of EOI or Resolution Plans without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.

4) This document is personal and specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.

5) RP/CoC has the right to amend this Invitation for EOI or issue further supplements to the EOI or require additional documents from the PRAs without assigning any reason and without any liability.

6) Neither the PRA nor any of representatives of the PRA shall have any claims whatsoever against the Resolution Professional or its advisors or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this EOI. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor, and the data set forth in this document or otherwise provided.

7) By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire EOI and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.

8) By placing a resolution plan upon conducting its independent diligence of the information disclosed in pursuant to this Invitation for EoI, the resolution applicant acknowledges and undertakes that it would not raise the veracity of any information provided herein as a defence in any proceeding or before any forum.

9) The PRA acknowledges that the investment in the Company shall be made by the PRA on an "as is, where is, as is what is, whatever there is and without recourse" basis and the RP or the CoC will not be providing any representations or warranties for the Company.

10) For any clarifications on the process of submission of EOI, please contact on cirp.hygiea@gmail.com

EOI-HFVP

Issued by:

Mr. Nikhil Sachdeva
(IP Registration No.: IBBI/IPA-001/IP-P-02743/2022-2023/14184)
Regd Address with IBBI: H. No. 541-L, First Floor, Model Town, Preet Hospital Road, Ludhiana, Punjab ,141002
Email ID: cirp.hygiea@gmail.com.
Registered email ID with IBBI: nikhilsachdeva.ca@gmail.com

EOI_HFVP

ANNEXURE 'A'- FORMAT OF EXPRESSION OF INTEREST

[On the Letterhead of the Prospective Resolution Applicant Submitting the EOI]

Date: __/__/____

To,
Nikhil Sachdeva
Resolution Professional
H. No. 541-L, First Floor, Model Town,
Preet Hospital Road, Ludhiana, Punjab ,141002

Subject: **Expression of Interest ("EOI") for submitting Resolution Plan for Hygeia Fruit And Vegetable Processors Private Limited ("HFVP " or "Corporate Debtor" or "Company") undergoing Corporate Insolvency Resolution Process ("CIRP").**

Dear Sir,

In response to the invitation for submission of expression of interest dated **03-07-2026 reissued on 24-07-2026** inviting expression of interest ("**EOI**") for submission of resolution plans ("**Resolution Plan**") for the Company as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), we confirm that we have understood the eligibility and other criteria mentioned in the EOI invitation and meet the necessary threshold and criteria mentioned therein and are submitting our EOI for submission of a Resolution Plan for the Company.

We understand and confirm that:-

(a) the EOI will be evaluated by the Resolution Professional (RP) of HFVP along with the Committee of Creditors (CoC) of HFVP, based on the information provided by us in this EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Company;

(b) the RP/ CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan for the Company and may reject the EOI submitted by us.

(c) the RP/ the CoC reserve the right to conduct due-diligence on us and/or request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of our EOI;

EOI_HFVP

(d) meeting the qualification criteria set out in invitation of EOI alone does not automatically entitle us to participate in the next stage of the bid process;

(e) along with our EOI, we have also enclosed information/documents as required in the invitation of EOI.

For further information/ queries, please contact.

Yours Sincerely,

NOTE: The person signing the EOI and other supporting documents should be authorized signatory supported by necessary board resolutions/authorization letter in Format attached in **Annexure F**

EOI_HFVP

ANNEXURE ‘B’- UNDERTAKING

[On the Non-Judicial stamp paper of adequate value duly notarized]

To,
Nikhil Sachdeva
Resolution Professional
H. No. 541-L, First Floor, Model Town,
Preet Hospital Road, Ludhiana, Punjab ,141002

Subject: **Undertaking in relation to submission of the EOI for Hygeia Fruit And Vegetable Processors Private Limited (“HFVP” or “Corporate Debtor” or “Company”), currently undergoing Corporate Insolvency Resolution Process (“CIRP”).**

Dear Sir,

In respect of the expression of interest (“**EOI**”) submitted by us for submission of a resolution plan (“**Resolution Plan**”) for the Company, we hereby confirm, represent, warrant and undertake that:

(a) We have understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issued by the Resolution Professional of the Company on **03-07-2026, reissued on 24-07-2026** ;

(b) We meet the necessary threshold and criteria mentioned in the EOI;

(c) We are not an ineligible/disqualified person in terms of provisions of Section 29A of the Code and other eligibility criteria’s as mentioned in the invitation for EOI.

(d) If, at any time after the submission of this EOI, we become ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the Committee of Creditors of the Company;

(e) All information and records provided by us to the Resolution Professional in EOI or otherwise are correct, accurate, complete and true and no such information, data or statement provided by us is inaccurate or misleading in any manner. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EOI in order to pre-qualify for the above-mentioned proposal.

(f) If any information or document furnished by us are found to be incorrect, or untrue or false or misleading, the RP/CoC shall be authorized to take appropriate action in this regard.

(g) In case of any dispute arising between the parties, the decision of the Hon’ble NCLT, Chandigarh Bench (Court I) shall be final and binding.

EOI HFVP

(h) We undertake that we would not raise the veracity of any information provided herein as a defence in any proceeding or before any forum.

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

Signature:
(Person signing the EOI and supporting documents should be an Authorized Signatory supported by necessary Board resolutions)

Name of signatory:
Designation:
Firm/company/organization: Seal/stamp

EOI_HFVP

ANNEXURE 'C'- AFFIDAVIT

[On the Non-Judicial stamp paper of adequate value duly notarized]

I, [*name of the chairman/managing director/director/authorized person of resolution applicant, authorised by the Board of the resolution applicant for giving such affidavit*], son of *[________________]*, aged about *[]*years, currently residing at *[Address to be inserted] and having Aadhaar / Passport number [ ]*, on behalf of *[name of the resolution applicant]* having registered office at *[ ] ("**Resolution Applicant**", a term which also includes any person acting jointly with the Resolution Applicant),* do hereby solemnly affirm and state to the committee of creditors ("**CoC**") of Hygeia Fruit And Vegetable Processors Private Limited ("**Company**") and the resolution professional ("**RP**") of the Company as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Resolution Applicant in terms of the [*resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization*]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time ("**Code**")) and nor any other person covered under Section 29A of the Code:

   (a) is an un discharged insolvent;

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

   (c) is 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) 3[or the guidelines of a financial sector regulator issued under any other law for the time being in force,] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;

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

EOI-HFVP

I. for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or

II. for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;

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

(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 of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place without any contribution by the Resolution Applicant in an entity acquired by the Resolution Applicant, prior to such acquisition by way of a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or court);

(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 in part; and

(i) is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.

(j) has a connected person not eligible under clause (a) to (i).

the expression "connected person" shall mean –

(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) or (ii).

3. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 36A(7) of the Insolvency and Bankruptcy Board of India

EOI-HFVP

(Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtor.

4. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any ‘connected person’ (as defined under Section 29A of the Code) has:

   (a) withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document / note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);

   (b) had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non- compliance / default by it;

   (c) failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or

   (d) in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process there under issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.

5. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate that the Resolution Applicant is eligible under the Code and the rules and regulations there under to submit a resolution plan in respect of the Company.

6. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.

EOI - HFVP

7. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or resolution plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Resolution Applicant under this affidavit.

8. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the resolution plan submitted by the Resolution Applicant.

9. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.

10. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Company, after the submission of this affidavit.

11. That if, at any time after the submission of this affidavit and before the approval of the Resolution Applicant's resolution plan by the Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the RP and the CoC.

12. That this affidavit shall be governed in accordance with the laws of India and the NCLT, Chandigarh Bench (Court I) / Courts at Chandigarh shall have the exclusive jurisdiction over any dispute arising under this affidavit.

SOLEMNLY AFFIRMED AT ____________________

ON THIS THE [_____] DAY OF [___] 2026

EOI-HFVP

DEPONENT

Before me,
Notary/ Oath Commissioner

VERIFICATION:

I, [*name of the chairman/managing director/director/authorized person of resolution applicant, authorised by the Board of the resolution applicant company (in case of a company) for giving such affidavit*], the deponent above named, on behalf of *[name of the resolution applicant],* having registered office at *[],* do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing material has been concealed therein.

Verified at [_____________________________], on this the [] day of [] 2026.

DEPONENT

EOI_HFVP

ANNEXURE-‘D’- CONFIDENTIALITY UNDERTAKING

[On the Non-Judicial stamp paper of adequate value duly notarized]

THIS CONFIDENTIALITY UNDERTAKING (“**Undertaking**”) is made on this _____day of _____, 2026 between;

Mr. Nikhil Sachdeva, being a registered insolvency professional with IP Registration No IBBI/IPA-001/IP-P-02743/2022-2023/14184, appointed as a Resolution Professional **(“Disclosing Party/RP”)** of HYGEIA FRUIT AND VEGETABLE PROCESSORS PRIVATE LIMITED **(“Company”),** a company incorporated under the Companies Act, 1956 having its registered office PLOT NO 1-A INDUSTRIAL AREA, NERCHOWK RATTI, Ratti, Mandi, Sadar, Himachal Pradesh, India, 175008, which is undergoing corporate insolvency resolution process **(“CIRP”)** under the provisions of the Insolvency and Bankruptcy Code, 2016 **(“Code”)** and its applicable regulations, as amended from time to time, of the **FIRST PART**

AND

______________________________, a company incorporated in and having its registered office at (the “**Recipient /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/Resolution Applicant hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS:

A. *Vide* an invitation for expressions of interest dated, the RP had invited expressions of interest (“**EOI**”) from prospective resolution applicants for submission of resolution plans for the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EOI to the RP on______.

B. The Resolution Applicant proposes to submit a resolution plan in respect of the Company (“**Resolution Plan**”) to the RP, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Resolution Plan (“**Purpose**”), the RP may provide the Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided.

C. In view of the above, the RP will be sharing the relevant information, comprising/ containing certain Confidential Information (*as defined in Clause 1 below*) with the

EOI HFVP

Resolution Applicant and accordingly the Resolution Applicant has executed the present Undertaking to remain bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS UNDERTAKING WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resolution Applicant agrees as follows:

1. "**Confidential Information**" shall mean all information, whether in written, oral, pictorial, electronic, visual or other form relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
   - (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate.
   - (ii) organization, management, strategic initiatives and plans, policies and reports, financial position of the Company.
   - (iii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind.
   - (iv) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind.
   - (v) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind.
   - (vi) any information belonging to identified third parties with whom the Company has business dealings.
   - (vii) any proposed business deals, contracts or agreements to which Company is party.
   - (viii) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP.
   - (ix) contents of its Resolution Plan.
   - (x) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan.

EOI HFVP

(xi) financial terms or scores of any other resolution applicant (if disclosed to the Resolution Applicant) in the course of or as process of negotiation with the Resolution Applicant.

2. The Resolution Applicant shall at all times observe the following terms:

(i) it shall hold in trust and in confidence the Confidential Information provided to it by the Resolution Professional or Committee of Creditors;

(ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;

(iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Resolution Professional and/or Committee of Creditors;

(iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the "**Representatives**"), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Undertaking. The Resolution Applicant acknowledges that any agreement (written or otherwise) entered into between the Resolution Applicant and the Representatives would not discharge the Resolution Applicant from its confidentiality obligations under this Undertaking. In any event, the Resolution Applicant shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Resolution Applicant shall be deemed as breach of this Undertaking by the Resolution Applicant. For the purposes of this Agreement, the term "**Affiliate**" shall mean, with respect to the Resolution Applicant, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Resolution Applicant 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;

(v) it shall use the same degree of care to protect the Confidential Information as the Resolution Applicant uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;

EOI HFVP

(vi) it shall 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) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Undertaking as per Clause 10 below; or (c) a notification by the Resolution Professional or Committee of Creditors, surrender and return to the Resolution Professional or Committee of Creditors, 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 Resolution Professional or Committee of Creditors, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Resolution Applicant in these cases, shall notify the Resolution Professional or Committee of Creditors 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;

(viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Resolution Professional or Committee of Creditors;

(ix) it shall promptly notify the Resolution Professional or Committee of Creditors of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Resolution Applicant from any liability arising from its breach of this Undertaking;

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

3. The Resolution Applicant 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 Undertaking by the Resolution Applicant; or

(ii) is disclosed with the prior written approval of the Resolution Professional or Committee of Creditors; or

(iii) was in the possession of the Resolution Applicant prior to its disclosure to them pursuant to submission of EOI from a not

(iv) her source not under any obligation of confidentiality to the provider; or

(v) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Resolution Applicant is required to

EOI - HFVP

make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Resolution Applicant shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Resolution Professional or Committee of Creditors in advance, so that the Resolution Professional or Committee of Creditors has the opportunity to object to such disclosure or discuss the extent of disclosure by the Resolution Applicant.

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

5. For the avoidance of doubt, the Resolution Applicant agrees that nothing in this Undertaking shall compel the Resolution Professional or Committee of Creditors to disclose to the Resolution Applicant, any or all the Confidential Information requested by the Resolution Applicant and the Resolution Professional or Committee of Creditors shall, at all times during the subsistence of this Undertaking, reserve the right to determine, in their sole discretion, whether they shall disclose such Confidential Information (in whole or part).

6. The Resolution Applicant agrees that the Resolution Professional or Committee of Creditors make no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Resolution Applicant for any damage arising in any way out of the use of, or termination of the Resolution Applicant’s right to use the Confidential Information. The Resolution Applicant agrees that Resolution Professional or Committee of Creditors has not verified or audited the information and the information so provided is based on books and records available with the Company. The Resolution Professional or Committee of Creditors does not take any responsibility for any decisions made by Resolution Applicant based on the information provided. The Resolution Applicant shall exercise its own diligence before making any conclusion or decision.

7. The Resolution Applicant acknowledges that the Confidential Information is valuable to the Resolution Professional or Committee of Creditors 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 Undertaking and the Resolution Applicant further acknowledges and agrees that the

EOI - HFVP

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 Undertaking, in addition to and without prejudice to, any other remedies available to the Resolution Professional or Committee of Creditors in law or in equity.

8. The Resolution Applicant shall indemnify and hold harmless the Resolution Professional or Committee of Creditors against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Undertaking, including but not limited to any gross negligence or wilful misconduct in respect of the Confidential Information, by the Resolution Applicant and/or its Representatives.

9. The Resolution Applicant shall not, without prior written consent of the Resolution Professional or Committee of Creditors, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Resolution Professional or Committee of Creditors in relation to the corporate insolvency resolution process of the Company.

10. This Undertaking shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Undertaking, the confidentiality obligations of the Resolution Applicant herein shall cease, provided that payment obligations if any that may arise under this Undertaking (including under the indemnity Clause 8 above) shall survive the termination of this Undertaking.

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

12. No failure or delay by Resolution Professional or Committee of Creditors 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.

13. The obligations under the present Undertaking cannot be assigned by the Resolution Applicant.

EOI-HFVP

14. This Undertaking shall be governed by and construed in all respects according to the laws of the India and, the Resolution Applicant agrees to submit to the exclusive jurisdiction of the courts at Chandigarh.

IN WITNESS WHEREOF, the Resolution Applicant have caused its duly authorized representatives to set its hands the day and year first above written.

Signed by/
for and on behalf of
the Disclosing Party/RP

____

Name:
Designation:

in the presence of

____

Name:
Designation:

Signed by
for and on behalf of
the Recipient/Resolution Applicant

____

Name:
Designation:

in the presence of

____

Name:
Designation

EOI_HFVP

ANNEXURE 'E'- DETAILS OF PROSPECTIVE RESOLUTION APPLICANT

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

1. Name and Address:

a) Name of the Firm/ Company/ Organization/ individual:
b) Address:
c) Telephone No:
d) Mobile No:
e) Fax:
f) Email:

2. Date of Establishment / Incorporation:

3. Core Area of Expertise:

4. In case an EOI is submitted by a consortium, the proposed equity participation/ economic interest of each member is to be disclosed along with the lead partner:

5. Contact Person:
a) Name:
b) Designation:
c) Telephone No:
d) Mobile No:
e) Email:

6. PRA Profile:

Financial Profile (consolidated / standalone as applicable): (in Rs Crore)	**Category I as per Eligibility Criteria**	**Category II as per Eligibility Criteria**
As on 31 Mar 2026	[Net Worth]	[Assets under Management and /or Committed funds]
As on 31 Mar 2025	[Net Worth]	[Assets under Management and /or Committed funds]
As on 31 Mar 2024	[Net Worth]	[Assets under Management and /or Committed funds]

EOI_HFVP

ANNEXURE 'F'- FORMAT FOR POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per the stamp act relevant to the place of execution. Foreign companies submitting Resolution Plans are required to follow the applicable law in their country.)

POWER OF ATTORNEY

Know all men by these presents, We, [*Insert name and address of the registered office of the Resolution Applicant*] ("**Resolution Applicant**") do hereby irrevocable constitute, appoint and authorize Mr./Ms. [*Insert name and residential address of the attorney*] who is presently holding the position of [●] [as our true and lawful attorney ("**Attorney**"), to do in the name of the Resolution Applicant and on the behalf of the Resolution Applicant, all such acts, deeds and things necessary in connection with or incidental to the submission of the Resolution Plan or any other document as may be required under or pursuant to as per the provisions of the Invitation for Expression of Interest dated [●], issued by Resolution Professional (**"Invitation for Expression of Interest"**), including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document that the Resolution Professional may require the Resolution Applicant to submit. The aforesaid Attorney is further authorised to provide representations, information or responses to the Resolution Professional, and represent the Resolution Applicant and generally deal with the Resolution Professional with respect to the Resolution Plan and the Resolution Plan Process, in accordance with the terms of the Invitation for Expression of Interest.

We hereby ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Resolution Applicant and shall always be deemed to have been done by the Resolution Applicant.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Invitation for Expression of Interest.

Signed by the within named
[Insert the name of the Resolution Applicant]

Through the hand of
Mr. ……………………………………….
(Name, designation and address of the executant)
Duly authorised by the Board to issue such Power of Attorney Dated this
………………………. day of ………

EOI - HFVP

Accepted

………………………………

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

…………………………………

(Signature of the executant)

(Name, designation and address of the executant)

……………………………………

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my / our presence pursuant to Board of Director's Resolution dated……

WITNESS:

1. (Signature)

Name ………………………………….

Designation...........…………………..

2. (Signature)

Name ………………………………….

Designation...................………………..

Notes:

(1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the Resolution Applicant and the same should be under common seal of the Resolution Applicant affixed in accordance with applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorised by the Resolution Applicant in this regard.*

(2) *The person authorised under this Power of Attorney, in the case of the Resolution Applicant being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 2013, with a paid-up share capital of more than Rs. [x] (Rupees [x] Crores only), should be the managing director / whole time director / manager appointed under section 203 of the Companies Act, 2013. In all other cases, the person authorised should be a director duly authorised by a board resolution duly passed by the company.*

EOI HFVP

(3) *In case of the Resolution Applicant being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and consularisation process shall be duly completed.*

(4) *In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed.*

(5) *Also, wherever required, the Resolution Applicant should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the Resolution Applicant.*

(6) *The Resolution Applicant shall submit a power of attorney or such other equivalent authorisation as may be deemed to be adequate in the jurisdiction of incorporation of the Resolution Applicant.*

EOI_HFVP

ANNEXURE ‘G’

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

(a) Profile of the Prospective Resolution Applicant (PRA) including subsidiary (wholly-owned subsidiary and partly-owned subsidiary if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel.

(b) Supporting Documents: Provide documentary evidence in relation to the eligibility criteria including but not limited to the following: -

- copies of Certificate of Registration and Constitutional Documents of the Prospective Resolution Applicant ;
- copy of GST registration and PAN of the entity(s); with their latest renewals where applicable;
- For Net Worth: Immediately preceding 3 (three) years audited financial results of the Prospective Resolution Applicant and/or its promoter/promoter group or any other group company as per the qualification criteria. The latest audited financials shall not be older than 1 year from the date of the advertisement along with Certificate of Net Worth from a Practising Chartered Accountant

(c) Please note that the applicant shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the qualification criteria.

(d) For all PRAs - Provisional financial statements of the PRA for Financial Year 2025-26, Audited Financial Year 2024-25, Audited Financial Year 2023-24, and/or its promoter/promoter group or any other group company as per eligibility criteria

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

(f) In case of a Consortium, the relevant documents will need to be provided by each member of the Consortium.

(g) Any additional document/information asked by Resolution Professional or CoC must be furnished by PRA

(h) For all PRAs - A notarized declaration from the PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria.

EOI-HFVP

Please note that the PRA shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the eligibility criteria.

(i) Statement giving details if the PRA or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.

EOI_HFVP