Invitation for submission of Expression of Interest ("IEOI") for GVK Power and Infrastructure Ltd.

(Undergoing Corporate Insolvency Resolution Process, Under the Insolvency & Bankruptcy Code, 2016)

07 November 2026

INVITATION FOR SUBMISSION OF EXPRESSION OF INTEREST FOR GVK POWER AND INFRASTRUCTURE LTD

(UNDERGOING CORPORATE INSOLVENCY RESOLUTION PROCESS, UNDER THE INSOLVENCY & BANKRUPTCY CODE, 2016)

1. ABOUT THE CORPORATE DEBTOR

1.1 GVK Power and Infrastructure Ltd. ("**Corporate Debtor**" or "**GVKPIL**") having Corporate Identity Number ("**CIN**") L74999TG2005PLC059013 was incorporated on 20 April 2005, under the Companies Act, 1956, as a public company limited by shares with the Registrar of Companies, Hyderabad. Its registered office is at Darshak Chambers, Plot No 32, Ground Floor, H. No 1-8-303/48/32, Street No 1, Penderghast Road, Secunderabad, Hyderabad, Telangana 500003.

1.2 GVKPIL assets constitute largely investments in its various subsidiaries/associates, etc. The Corporate Debtor is listed on the Bombay Stock Exchange and National Stock Exchange.

2. INTRODUCTION TO THE INVITATION

2.1 The corporate insolvency resolution process ("**CIRP**") in respect of the Corporate Debtor was initiated under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") by an order dated 12 July, 2024 uploaded on 15 July 2024 on the portal of the Hon'ble National Company Law Tribunal, Hyderabad Bench ("**NCLT**") pursuant to an application filed by ICICI Bank Ltd. under Section 7 of the IBC ("**NCLT Order**").

2.2 Pursuant to the NCLT Order, Mr. Satish Kumar Gupta was appointed as the interim resolution professional ("**IRP**") of the Corporate Debtor. In the first meeting of the committee of creditors of the Corporate Debtor ("**CoC**") dated 14 August, 2024, the CoC approved the appointment of the undersigned as the Resolution Professional of the Corporate Debtor ("**Resolution Professional**" or "**RP**"). The confirmation of the undersigned IRP as the Resolution Professional was taken on record by the Hon'ble NCLT by an order dated 5 September, 2024.

CIRP ROUND I – *(CORPORATE DEBTOR AS A WHOLE)*

2.3 Upon approval from the CoC, Form-G for invitation of expression of interest was issued on 18 October, 2024 (and further extended until 2 November, 2024) ("**First Form G**") pursuant to which five prospective resolution applicants ("**PRAs**") submitted their expressions of interest. Thereafter, the information memorandum ("**IM**") and request for resolution plan ("**RFRP**") as approved by the CoC, was issued to all five PRAs on 7 December, 2024.

2.4 Pursuant to the RFRP, resolution plans were received from two PRAs within the extended timeline for submission of resolution plans i.e. 22 February, 2025. As the two resolution plans received were non-compliant with the provisions of the RFRP, the IBC and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**"), the CoC in its 16th meeting held on 8 May, 2025 decided to reject the two resolution plans as non-compliant / non-responsive, thereby leading to closure of first round of the CIRP. Accordingly, the earnest money deposits were returned to the PRAs.

CIRP ROUND II – *(ASSET CATEGORY WISE)*

2.5 Thereafter, the CoC in its 17th meeting held on 22 May, 2025, resolved to re-initiate the CIRP process of the Corporate Debtor based on asset-wise sale approach under Regulation 36A(1A) of the CIRP Regulations.

Upon approval from the CoC, Form-G for invitation of expression of interest was issued on 23 June, 2025 (and further extended until 8 July, 2025) ("**Second Form G**") pursuant to which thirteen PRAs submitted their expressions of interest. Thereafter, the IM and RFRP as approved by the CoC, was issued to all thirteen PRAs on 01 September, 2025

Pursuant to the RFRP, resolution plans were received from six PRAs within the extended timeline for submission of resolution plans i.e. 21 March, 2026, as approved by the CoC time to time. However, no compliant resolution plans were received with the provisions of the RFRP, the IBC and the CIRP Regulations. Since existing process had become non-responsive as no compliant resolution plan was received, thereby leading to closure of Second round of the CIRP.

RE-INITIATION OF THE CIRP – *(ASSET CATEGORY WISE)*

Pursuant to Section 33(1A) of the IBC and other applicable provisions of the IBC and the CIRP Regulations, as amended, in order to achieve the resolution of the CD, the CoC in its 35th CoC meeting held on 29 September 2026 approved to re-initiate the CIRP of the Corporate Debtor by issuance of a fresh RFRP and Form G. Accordingly, the present EOI have been issued with the approval of the CoC.

3. SNAPSHOT OF RELEVANT INFORMATION ABOUT THE CORPORATE DEBTOR

Company Name	**GVK Power and Infrastructure Ltd.**
CIN	L74999TG2005PLC059013
Date of Incorporation	20 April 2005
Class of Company	Public
Listing Status	Listed on the National Stock Exchange of India Limited, Bombay Stock Exchange
Registered Office	Darshak Chambers, Plot No 32, Ground Floor, H. No 1-8-303/48/32, Street No 1 Penderghast Road, Secunderabad, Hyderabad, Telangana 500003
Location	Hyderabad

4. PROCESS FOR SUBMISSION OF EXPRESSION OF INTEREST

4.1 Pursuant to the provisions of Section 25(2)(h) of the IBC read with Regulation 36A(1A) of the CIRP Regulations, the Resolution Professional hereby issues this invitation for expression of interest ("**EOI**") ("**Invitation**") to invite resolution plan(s) as defined under the IBC ("**Resolution Plan**") for the categories of the assets of the Corporate Debtor as specified in Paragraph 4.2 below ("**Categories**"), from eligible PRAs who fulfil such eligibility criteria, as set out herein.

4.2 The PRAs are invited to submit their EOI for the categories of the assets of the Corporate Debtor as set out below:

CATEGORIES	DESCRIPTION OF ASSETS
Category I	Corporate Debtor as a whole as a going concern.
Category II*	Entire shareholding held by the Corporate Debtor in GVK Perambalur SEZ Private Limited ("**GVK Perambalur**").
Category III**	4,80,00,000 equity shares of Rs.10 each fully paid-up held by the Corporate Debtor in GVK Airport Developers Limited ("**GVKADL**").
Category IV	Corporate Debtor along with residuary assets, i.e. excluding the shareholding held by the Corporate Debtor in GVK Perambalur and, GVKADL.

Note:

1. ***Category II*:*** *Above categories where expressions of interest have been invited as per Form G inter alia includes entire shareholding held by the Corporate Debtor in GVK Perambalur SEZ Private Limited as* ***"Category II"****, which is a part of the assets of the Corporate Debtor.*

   GVK Perambalur SEZ Private Limited owns a land parcel of approximately 2,600 acres in Perambalur District, Tamil Nadu. It has surrendered SEZ approval. The land features a frontage of approximately 2,900 metres, abuts NH-45 (Chennai–Trichy Highway.)

   It may be noted that Enforcement Directorate (ED) had initiated provisional attachment proceedings in respect of the said land parcel under the Prevention of Money Laundering Act (PMLA). However, Hon'ble High Court of Telangana vide its order dated April 22, 2021 has stayed the proceedings by issuing Show Cause Notice to ED. As on March 31, 2026, the status remains the same. The matter is under litigation.

   Please also note that, the Canara Bank, one of the CoC members too, has exercised the right of general lien under section 171 of Indian Contract Act,1872 and has enforced general lien over the original title deeds of the above land parcel in the name of GVK SEZ. The Corporate Debtor, GVKPIL and GVK Perambalur SEZ Pvt Ltd had jointly filed a writ petition before the Hon'ble Telangana High Court bearing number Writ Petition No. 27103/ 2021 in October 2021, seeking directions to Canara Bank to release the deeds and the same is pending. Canara Bank has expressed its inability to release the original title deeds.

   Further, PRAs may note that, Section 32A of the IBC protects the assets of the corporate debtor from any action, including attachment, in relation to an offence committed prior to the commencement of the CIRP. The Corporate Debtor holds only the shareholding in GVK Perambalur SEZ Private Limited and does not own the land parcel attached by the ED, which is an asset of a separate entity, i.e. GVK Perambalur SEZ Private Limited. As per the prevailing jurisprudence, the benefit of Section 32A of the IBC does not extend to assets owned by a subsidiary of the corporate debtor, and accordingly the successful resolution applicant would not be able to seek the benefit of Section 32A of the IBC to secure release of the

attachment over the said land parcel. Any action for release of the attachment may be initiated separately by the successful resolution applicant, pursuant to its acquisition of the Corporate Debtor or any of its asset, by making submissions on merits before the appropriate forum(s). PRAs are required to undertake their own independent due diligence and form their own assessment of the risks, timelines and outcome of such proceedings at the time of submission of resolution plan. No resolution plan submitted shall be conditional. The same is as advised by the RP's legal counsel. The PRAs should obtain their own independent opinion.

2. ***Category III**:*** *Presently, charge by way of pledge of shares has been created over these 4,80,00,000 equity shares of Rs.10 each fully paid-up of GVKADL by the CD in favour of the consortium led by ICICI Bank Limited and consisting of Bank of India, Bank of Baroda, Canara Bank and Indian Overseas Bank. As deliberated by the CoC members in the CoC meeting, if the CoC approves the plan, this is part of the plan and the pledge would be released as a step of implementation.*

3. *On May 06, 2025, one of the subsidiaries of the CD, GVK Energy Ltd was admitted into CIRP and the insolvency proceedings against it are being conducted independently.*

4. *Please note that the CoC reserves its right to approve any resolution plan as per its commercial wisdom. In addition, the CoC reserves its right to approve the resolution plan of the Corporate Debtor as a whole rather than asset wise resolution plan.*

4.3 The EOI has to be submitted in the prescribed manner by the eligible PRAs in terms of the following timelines:

Sr. No.	**Particulars**	**Date**
1.	Date of invitation of EOI	07 November 2026
2.	Last date for submission of EOI	23 November 2026

4.4 The PRAs may submit the EOI for Resolution Plan(s) (as defined under the IBC and meeting the requirements set out under the CIRP Regulations (including Regulation 37 of the CIRP Regulations) in terms of Regulation 36A and 36A(1A) of the CIRP Regulations.

4.5 By virtue of submission of an EOI by a PRA pursuant to this Invitation, such PRA hereby waives any objection, and relinquishes any right, to contest: (i) the manner and treatment of liabilities/ debt across the assets of the Corporate Debtor; and (ii) the methodology adopted by the CoC for attribution of liabilities/ debt across the assets of the Corporate Debtor.

4.6 Acceptance of the EOI will be subject to the approval of the Resolution Professional and the CoC, at their sole discretion. The CoC reserves the right to devise such measures as may be necessary or required for resolution of the Corporate Debtor as a whole, as well as for one or more assets of the Corporate Debtor.

4.7 Further, the transaction process for submission of the EOI, and thereafter indicatively, shall inter alia include the following steps:

(i) Submission of EOI by the PRAs in accordance with this Invitation;

(ii) Shortlisting of eligible PRAs by the RP by way of a provisional list of PRAs;

(iii) Issuance of final list of eligible PRAs.

4.8 Other notes to the PRAs

(i) The PRAs may submit a single EOI in respect of the different Categories provided the PRA meets the eligibility criteria and submits the applicable EMD in terms of this Invitation.

(ii) The EOI must categorically state the Category under which it is being submitted.

4.9 The EOI shall be irrevocable, unconditional, and binding on the PRAs. Any modification, alteration, amendment or change would be considered by the CoC only if deemed fit at the sole discretion of the CoC.

5. ELIGIBILITY CRITERIA FOR PRAS

The eligibility criteria for the PRAs, as approved by the CoC, in accordance with Section 25(2)(h) of the IBC is as follows:

5.1 **Prospective Resolution Applicant**

To further confirm the nature of entities which may submit EOI. A probable list of entities may be read as below:

5.1.1 A PRA may include an individual (being resident of India, foreign national, non- resident Indian or a person of Indian origin, as defined under Foreign Exchange Management Act, 1999 and any related amendments thereto), trust, co-operative society, private limited company, public limited company, sole proprietorship or a partnership firm (trust, co-operative society, private limited company, public limited company, sole proprietary firm or a partnership firm, collectively, "**Body Corporates**"), whether registered in India or outside India, whether singly or jointly (in which case each of whom), is eligible to invest in India under the laws of India.

5.1.2 A PRA may also include Financial Institutions ("**FIs**"), Private Equity Funds, Venture Capital Funds, Investment Funds (Private Equity Funds, Venture Capital Funds, Investment Funds, collectively referred to as, "**Funds**"), Non-Banking Financial Companies ("**NBFCs**"), Asset Reconstruction Companies ("**ARCs**"), Banks, Foreign Investment Institutions ("**FIIs**"), etc.

5.1.3 PRAs may also choose to form a consortium for the purpose of submission of the Resolution Plan. Consortium shall mean any person acting together with another person as a joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the EOI and Resolution Plan for the Corporate Debtor ("**Consortium**"). In such a scenario the Consortium would be required to additionally comply with the following criteria:

(i) The Consortium shall submit the copy of consortium agreement/ memorandum of understanding, if any, entered into between the members of the Consortium ("**Consortium Members**"), setting out the respective obligations of the Consortium Members.

(ii) The Consortium would be required to have a lead consortium member ("**Lead Member**"). The Lead Member must hold at least 26% (twenty-six per cent) equity/

minimum profit in the Consortium and should have an authority to bind, represent and take decision for and on behalf of the Consortium.

(iii) All the other Consortium Members would need to have a minimum profit/voting share of 10% (ten per cent) in the Consortium.

(iv) Any PRA can participate in only 1 (one) Consortium and / or can submit only 1 (one) EOI / resolution plan for a particular Category.

(v) All the Consortium Members shall be jointly and severally responsible for compliance with the terms of the Invitation, the request for resolution plan and the resolution plan submitted by the Consortium;

(vi) The EOI must contain the details of the Consortium Member; following details may be provided: (i) Name of the member (ii) Type of entity (iii) % of share in the Consortium/joint venture (iv) Name of the Lead Member;

(vii) No change in the composition of the Consortium shall be permitted after submission of the EOI, except with the prior approval of the CoC.

5.2 **Qualification Criteria**

5.2.1 Financial capacity for individuals and Body Corporates:

(i) Minimum net worth (singly or jointly, as the case may be) of INR 200,00,00,000 (Indian Rupees Two Hundred Crores) as at the time of submission of the resolution plan as well as at the time of submission of the EOI, based on the latest audited financial statements of the PRA and as certified by its statutory auditors which shall not be earlier than 31 March, 2026.

(ii) In the event the bid is made by a special purpose vehicle or a subsidiary of a holding company, the net worth criteria must be satisfied by either the bidder or its Controlling (*as defined hereinafter*)/ holding company.

5.2.2 Financial capacity for FIs, Funds, NBFCs, ARCs, Banks, FIIs, etc.

(i) Minimum Asset Under Management ("**AUM**") as per latest audited financial statement which shall not be earlier than 31 March, 2026:

(A) For ARCs: INR 1000,00,00,000 (Indian Rupees One Thousand Crores);

(B) For NBFCs, FIIs, Funds, Banks, FIs: INR 500,00,00,000 (Indian Rupees Five Hundred Crores); or

(ii) Minimum committed funds available for investment/deployment in Indian companies or Indian assets of INR 500,00,00,000 (Indian Rupees Five Hundred Crores) or more as per the latest available audited financial statements which shall not be earlier than 31 March, 2026.

5.2.3 Financial capacity for Consortium.

(i) In case the Consortium is of Body Corporates and/or individuals, the minimum weighted average net worth of INR 200,00,00,000 (Indian Rupees Two Hundred Crores) at Consortium level. The Consortium's minimum weighted average net worth will be calculated for the relevant member at the individual level in case of

individuals and at the Body Corporate's level in case of Body Corporates in the immediately preceding financial year (as per the audited financial statements of immediately preceding financial year i.e. FY 2025 - 26 and in its absence, the latest available financial statements released during the 12 (twelve) months period preceding the date of the EOI, for Body Corporates).

(ii) In the event the Consortium is made up of FIs, Funds, NBFCs, ARCs, Banks, FIIs / any other such applicants, the minimum AUM of the Consortium shall be INR 1000,00,00,000 (Indian Rupees One Thousand Crores) in case consortium constitute ARC, otherwise INR 500,00,00,000 (India Rupees Five Hundred Crore) which shall be calculated as weighted average of individual member's AUM; or minimum committed funds of INR 500,00,00,000 (Indian Rupees Five Hundred Crores) available for investment/deployment in Indian companies. Provided that only such portion of their AUM / committed funds as is proportionate to their shareholding in the Consortium, will be considered towards this eligibility criteria under the EOI.

(iii) In the event the Consortium is made up of a mix/combination of Body Corporates and FIs, Funds, NBFCs, ARCs, Banks, FIIs / any other such applicants, the Lead Member shall meet the eligibility criteria applicable to respective category as per its proportionate share.

(iv) No change of Lead Member whose financials have been considered towards the eligibility criteria shall be permitted post submission of EOI (except at the sole discretion of the CoC).

(v) No dispute amongst the Consortium Members (including the Lead Member), shall affect the obligations of the Consortium and/ or the Consortium Members under the EOI, request for resolution plan or the resolution plan submitted by the Consortium.

5.2.4 For the purposes of demonstrating the satisfaction of the eligibility criteria as per the terms of this Invitation, financial strength of the Ultimate Parent/Parent/Affiliate of the PRA can be used. Provided that such PRA may prove its eligibility at Ultimate Parent/Parent/Affiliate's level only if such Ultimate Parent/Parent/Affiliate has provided a board resolution or similar authorization to the satisfaction of the Resolution Professional and CoC, agreeing for use of its credentials to evidence eligibility of such PRA.

For the purposes of this Invitation, unless otherwise prescribed under the applicable laws, the following shall have the meaning as under:

"**Affiliate**" with respect to any PRA means any other person which, directly or indirectly:

(i) Controls such PRA; or

(ii) is Controlled by such PRA; or

(iii) is Controlled by the same person who, directly or indirectly Controls such PRA.

"**Control**" shall mean at least 26% (twenty-six per cent) of total voting power, or the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; and the term "**Controlled**" and "**Controlling**" shall be construed accordingly.

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

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

5.3 **Eligibility under Section 29A of the IBC**

5.3.1 The PRAs must be fit and proper persons, should not suffer any legal disability to submit the EOI and the resolution plan, under the applicable laws. The PRAs must not be ineligible under Section 29A of the IBC (as amended from time to time, including extant law/regulations prevailing at the time of evaluation of eligibility criteria or amendments thereafter).

5.3.2 In case of a Consortium submitting the EOI, each Consortium Member shall be required to demonstrate that it is not ineligible under Section 29A of the IBC. If even 1 (one) Consortium Member is disqualified under Section 29A of the IBC, then the entire Consortium, i.e., all the Consortium Members shall stand disqualified.

5.3.3 The PRAs are required to stay updated on the IBC, and the amendments thereto from time to time and any modifications to the ineligibility norms set out under Section 29A of the IBC shall also apply to this Invitation, without the requirement of any further communication to be issued to the PRAs.

5.4 **Other Terms and Conditions**

5.4.1 The fulfilment of eligibility criteria by a PRA does not automatically entitle such PRA to participate in the CIRP and such participation will be subject to applicable laws and further conditions stipulated by the RP or the CoC, in their sole discretion, including those in relation to access to the virtual data room or as may be stipulated under the request for resolution plan.

5.4.2 The CoC and/or the RP shall have the right, in their sole discretion to reject any and all proposed EOIs and/or the resolution plan submitted by or on behalf of any PRA or any part thereof, and/or to suspend/cancel/terminate the process for submission of resolution plan including this Invitation, submission of resolution plan, evaluation of resolution plan and / or amend and / or supplement the process for submission of resolution plan, all without notice, without assigning any reason, and without any liability whatsoever.

5.4.3 In the event the original financials of the PRA are drawn in a currency other than Indian Rupees (INR) then Reserve Bank of India reference rate as on the date of financial statements shall be used for conversion into Indian Rupees. If the rate for that particular date is unavailable, immediately preceding available rate shall be considered. Such rate of conversion must be mentioned.

5.4.4 The eligibility criteria and qualification criteria for PRAs specified in this Invitation may be amended or changed at any stage at the discretion of the CoC.

5.4.5 In the event no EOI is received under all / any of the Categories in terms of this Invitation, the CoC reserves the right to cancel / withdraw / modify the process of Invitation and/or issue fresh invitation for EOI or appropriately deal with the asset(s) of the Corporate Debtor in accordance with the IBC and the CIRP Regulations with the object of maximising the value of assets of the Corporate Debtor for all stakeholders of the Corporate Debtor and achieving the resolution of the Corporate Debtor as a going concern.

5.5 **Disqualification Criteria**

Without prejudice, a PRA may be disqualified and its EOI or resolution plan may be excluded from further consideration for non-compliance with the terms hereof or for any of the reasons (including without limitation) listed below. Where the PRA is a Consortium, none of the Consortium Members shall be subject to disqualification under the terms of this Invitation. The disqualification criteria shall include the following events:

(i) The PRA is found to be ineligible in terms of Section 29A of the IBC.

(ii) The PRA is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time).

(iii) There is found to be misrepresentation in the EOI or failure to provide the information required to be provided in accordance with the terms of this Invitation or request for resolution plan.

(iv) The RP is of the view that the PRA has not satisfied the eligibility criteria provided in this Invitation. Without prejudice to the generality of the above, the criteria may include among others, the track record (financial, operational strength, turnaround experience or otherwise) of the interested party, its financial strength, etc.

(v) Any information regarding the PRA which becomes known to the RP or the CoC which is detrimental to the proposed transaction and / or to the interests of the Corporate Debtor and its stakeholders.

6. EARNEST MONEY DEPOSIT

6.1 Each PRA is required to provide a non-interest-bearing refundable deposit for each Category for which such PRA submits EOI ("**Earnest Money Deposit**", "**EMD**") along with the EOI as mentioned below:

CATEGORIES	DESCRIPTION OF ASSETS	EMD (INR)
Category I	Corporate Debtor as a whole as a going concern.	INR 10,00,00,000 (Indian Rupees Ten Crores)
Category II	Entire shareholding held by the Corporate Debtor in GVK Perambalur.	INR 5,00,00,000 (Indian Rupees Five Crores)
Category III	4,80,00,000 equity shares of Rs.10 each fully paid-up held by the Corporate Debtor in GVKADL.	INR 3,00,00,000 (Indian Rupees Three Crores)
Category IV	Corporate Debtor along with residuary assets, i.e. excluding the shareholding held by the Corporate Debtor in GVK Perambalur, GVKADL.	INR 1,00,00,000 (Indian Rupees One Crore)

(i) By way of NEFT/ RTGS in the following account:

Name of the Beneficiary	GVK Power and Infrastructure Ltd
Account Number	000805028705
Bank Name	ICICI Bank Ltd
Branch Address	ICICI Bank Ltd., 6-2-1012, TGV Mansions, Opp. Institution of Engineers, Khairatabad, Hyderabad, Telangana, 500004
IFSC	ICIC0000008

OR

(ii) By way of a bank guarantee in the indicative format as set out in '**Annexure A**'

6.2 In case a PRA submits an EOI for more than one Category, such PRA shall submit the aggregate EMD for all Categories for which the EOI is submitted, subject to a maximum EMD of INR 10,00,00,000 (Indian Rupees Ten Crores only).

6.3 Except if invoked earlier, the EMD shall be refunded (without interest and less any taxes) within 7 (seven) working days of the following and in no circumstances otherwise:

(i) Rejection of EOI of such PRA and/or non-inclusion of the PRA in the final list of eligible PRAs; or

(ii) PRA failing to submit the resolution plan by the respective due date.

6.4 The EMD submitted by the PRA may be forfeited/ invoked at any time upon PRA being disqualified on the grounds set out in Paragraph 5.5 above.

6.5 In case of submission of resolution plan by a PRA, the EMD provided by the PRA may be adjusted subject to the approval of CoC against the EMD payable at the time of submission of the resolution plan.

7. SUBMISSION OF EOI

7.1 Any interested PRA who is eligible in accordance with the eligibility criteria as specified by the CoC, may submit the EOI in the format as set out in '**Annexure B**' on or before **23 November, 2026 6.00 pm IST**. **It may be noted that the EOI shall be unconditional and accompanied by:**

7.1.1 An undertaking by the PRA for submission of the EOI as set out in '**Annexure C'.**

7.1.2 An affidavit by the PRA as set out in '**Annexure D**' that it does not suffer from any ineligibility under Section 29A of the IBC.

7.1.3 Non-disclosure and Confidentiality Undertaking as set out in '**Annexure E**'.

7.1.4 Other relevant records in evidence of meeting the criteria specified herein.

7.1.5 Any additional document or information or clarification that may be sought by the Resolution Professional and/ or CoC, in their sole discretion, must be furnished by the PRA.

7.2 The PRAs shall submit the EOI along with the required documents in a sealed envelope in hard copy along with the relevant Annexures, to the following address by speed/registered post or courier or hand deliver in person or email to:

Satish Kumar Gupta
Resolution Professional of GVK Power and Infrastructure Ltd,

Address: **Darshak Chambers, Plot No 32, Ground Floor, H. No 1-8-303/48/32, Street No 1, Penderghast Road, Secunderabad, Hyderabad, Telangana 500003**
Email Id: gvkpilcirp@gmail.com

7.3 The envelope should be labelled as "EOI for GVK Power and Infrastructure Ltd" in the name of "**Mr. Satish Kumar Gupta – Resolution Professional of GVK Power and Infrastructure Ltd**".

7.4 The EOI shall be accompanied with the following documents/ information, as applicable:

(i) Profile of the PRA and its management, key managerial persons, board of directors, promoter and promoter group, Parent company and Ultimate Parent company. In case of a Consortium, profile of each Consortium Member and its management / key managerial persons.

(ii) Copies of certificate of incorporation/ registration and constitutional documents (such as memorandum & articles of association) of the PRA/ each Consortium Member (in case of Consortium).

(iii) Audited financial statement for last 3 (three) financial years of the PRA/ each Consortium Member (in case of Consortium). In case audited financial statement for the last financial year is not available, an unaudited financial statement may be provided along with EOI, and audited statement shall be furnished along with resolution plan.

(iv) Certificate from statutory auditor or chartered accountant or equivalent in the jurisdiction of incorporation/registration of the entity certifying that the PRA satisfies the eligibility criteria specified in Paragraph 5 of this Invitation, including the tangible net worth as on 31 March 2026.

(v) Copy of PAN card, GST number or equivalent documents.

(vi) In case of Consortium, copy of consortium agreement/MOU, if any, entered into between the Consortium Members.

7.5 Additionally, a soft copy of the EOI along with above-mentioned documents should also be mailed to gvkpilcirp@gmail.com.

7.6 The RP may seek any clarification and additional information or document, in addition to material on record, from the PRAs for conducting due-diligence to ensure compliance with respect to the eligibility of PRAs in accordance with this Invitation and the applicable provisions of the IBC.

7.7 Any EOI received after stipulated time on **23 November 2026** shall be rejected without any prejudice.

7.8 EOIs not fulfilling the requirement and conditions as mentioned in this Invitation shall be automatically liable to be disqualified without assigning any reasons and communication.

7.9 The PRAs must regularly visit the website of the Corporate Debtor **www.gvkpil.com GVKPIL CIRP** section to keep themselves updated regarding clarifications, amendment or extension of time, if any. Any extension of time for submission of EOI shall not be deemed as a modification to this Invitation.

7.10 The decision of the RP regarding eligibility of the PRA shall be final and binding and the RP reserves the right to disqualify any PRA, should it be so necessary at any stage without assigning any reason and without incurring any liability.

7.11 This Invitation is not an offer document and is issued with no commitment.

7.12 No oral conversations or agreements with the RP or any official, agent, advisor, agent or employee of the RP, or any member of the CoC shall affect or modify any terms of this Invitation.

7.13 Entire costs and expenses in connection with submission of the EOI shall be solely borne by the PRAs.

7.14 Upon submission to the RP, all documents submitted by the PRAs will be the property of the RP and the RP will be entitled to use and deal with them in such manner as the RP may in its sole discretion consider reasonable.

7.15 The information contained in this Invitation is merely for reference purposes, and no representation or warranty is provided by the Resolution Professional or the members of the CoC in relation to the authenticity or adequacy of the information relating to the Corporate Debtor as contained in this Invitation. PRA is required to conduct its own due diligence on the Corporate Debtor. By submitting an EOI, the PRA shall be deemed to have unconditionally waived any claim against the Resolution Professional or any person acting on its behalf or the Corporate Debtor or the CoC or any member thereof in relation to any information provided in this Invitation.

7.16 Neither any PRA nor any of representatives of such PRA shall have any claims whatsoever against the RP or any official, agent, advisor or employee of the RP, or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this Invitation.

7.17 All PRAs must read, understand and comply with all requirements under the IBC and any other applicable regulations that are in force or that may come into force subsequently, for resolution plans and all matters thereunder in relation to this Invitation.

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

7.19 By submitting an EOI, each PRA shall be deemed to acknowledge that it has carefully read and understood the entire Invitation and is fully informed as to all existing conditions and limitations.

7.20 For any queries or clarifications on the process of submission of EOI, kindly write to Mr. Satish Kumar Gupta, Email ID: gkvpilcirp@gmail.com (with Subject: GVKPIL – EOI)

Thanking you,

Yours truly

Satish Kumar Gupta
Resolution Professional
GVK Power and Infrastructure Limited
satishg19@outlook.com

IP Registration No.: IBBI/IPA-001/IP-P00023/2016-17/10056
AFA No. - AA1/10056/02/311226/108454
AFA Validity Date – 31 December 2026

Communication Address: Darshak Chambers, Plot No 32,
Ground Floor, H.No 1-8-303/48/32, Street No 1, Penderghast Road,
Secunderabad, Hyderabad, Telangana, India 500003
Communication Email ID: gvkpilcirp@gmail.com

ANNEXURE A

Earnest Money – Bank Guarantee

[To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution and should be in the name of the Guarantor Bank]

To,

Mr. Satish Kumar Gupta
Resolution Professional of GVK Power and Infrastructure Ltd
IP Registration No. IBBI/IPA-001/IP-P00023/2016-17/10056

Address: Darshak Chambers, Plot No 32, Ground Floor,
H. No 1-8-303/48/32, Street No 1, Penderghast Road,
Secunderabad, Hyderabad, Telangana 500003

Email Id: gvkpilcirp@gmail.com

In consideration of and pursuant to the [Insert name of the Applicant with address] agreeing to undertake the obligations under the Invitation for Expression of Interest ("**EOI**") dated [●] (hereinafter referred to as "**Invitation**") -, issued by the Resolution Professional on behalf of GVK Power & Infrastructure Limited (In CIRP) ("**Corporate Debtor**"), the [Insert name and address of the bank issuing the guarantee and address of the head office] ("**Guarantor Bank**") hereby agrees unequivocally, irrevocably, without demur and unconditionally to pay to the Resolution Professional of the Corporate Debtor, (hereinafter referred to as "**Beneficiary**") forthwith on demand in writing from the Beneficiary or any officer authorized by it in this behalf, any amount not exceeding INR [●] (Indian Rupees [●]) ("**Earnest Money Bank Guarantee**") on behalf of [Insert name of the Applicant] ("**Applicant**").

1. This Earnest Money Bank Guarantee shall be valid and binding on the Guarantor Bank up to and including [●]* with an additional claim period up to [30 (thirty) days] thereafter and shall in no event be terminable, by notice or for any change in the constitution of the Guarantor Bank and/or the Beneficiary or for any other reasons whatsoever. The liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between the Applicant and the Guarantor Bank or any other person.

2. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Beneficiary (made in any format) raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Beneficiary.

3. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Applicant] and / or any other person. The Guarantor Bank shall not require the Beneficiary to justify the invocation of this Earnest Money Bank Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary in respect of any payment made hereunder.

4. This Earnest Money Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at [Hyderabad] shall have the exclusive jurisdiction. The Guarantor Bank represents that this Earnest Money Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

5. [1]This Earnest Money Bank Guarantee shall not be affected in any manner by any dispute or disagreement between any persons, merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

6. This Earnest Money Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Beneficiary shall not be obliged before enforcing this Earnest Money Bank Guarantee to take any action in any court or arbitral proceedings against the Applicant, to make any claim against or any demand on the Applicant or to give any notice to the Applicant or to exercise, levy or enforce any distress, diligence or other process against the Applicant.

7. The Guarantor Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Earnest Money Bank Guarantee either in part or in full, as it may deem fit.

8. The Guarantor Bank further unconditionally agrees with the Beneficiary that the Beneficiary shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time:

   (i) Vary and/or modify any of the terms of the EOI;

   (ii) Extend and/or postpone the time of performance of the obligations of the Applicant under the EOI or

   (iii) Forbear or enforce any rights exercisable by the Beneficiary against the Applicant under the terms of the EOI and the Guarantor Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Guarantor Bank of its obligations under the Guarantee.

9. Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to INR [●] and it shall remain in force until [●], with an additional claim period of 30 (thirty) days thereafter. This Earnest Money Bank Guarantee shall be extended from time to time for such period, as may be desired by the Applicant. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee forthwith on demand only if the Beneficiary or its authorized representative serves upon us a written claim or demand.

10. Failure to re-issue or extend this Guarantee as requested by the Beneficiary shall entitle the Beneficiary to invoke this Guarantee.

11. All claims under this Earnest Money Bank Guarantee shall be payable at [Hyderabad].

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

Witness:

1……. Signature:
Name and Address: Name:

---

[*] *Validity period of the Bank Guarantee (BG) - 6 months, with an additional claim period of 30 days thereafter*

Designation with Bank Stamp[2]

2……..
Name and Address:

For:

_____ (Bank)
Banker's Stamp and Full Address:
Dated this _____ day of _____
Designation with Bank Stamp Name and

Address: Attorney as per power of attorney No

…… For:
……. *[Insert Name of the Bank]*

Banker's Stamp and Full Address:

Dated this …… day of …… 2026
Notes: The stamp paper should be in the name of the Guarantor Bank.

[*] *Validity period of the Bank Guarantee (BG) - 6 months, with an additional claim period of 30 days thereafter*

ANNEXURE B

Format of the EOI

(On the Letterhead of the Prospective Resolution Applicant i.e. either entity or Lead Member submitting the EOI)

Date:

To:

Mr. Satish Kumar Gupta
Resolution Professional of GVK Power and Infrastructure Ltd
IP Registration No. IBBI/IPA-001/IP-P00023/2016-17/10056
Address: Darshak Chambers, Plot No 32, Ground Floor,
H. No 1-8-303/48/32, Street No 1, Penderghast Road,
Secunderabad, Hyderabad, Telangana 500003
Email Id: gvkpilcirp@gmail.com

Subject: Expression of Interest for submitting Resolution Plan for GVK Power and Infrastructure Ltd undergoing the corporate insolvency resolution process

Dear Sir,

1. In response to the invitation for submission of expression of interest dated [●] ("**Invitation**") inviting expression of interest ("**EOI**") for submission of resolution plans for GVK Power and Infrastructure Ltd ("**Corporate Debtor**") undergoing corporate insolvency resolution process ("**CIRP**") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), we confirm that we have understood the prescribed eligibility criteria mentioned in the Invitation to submit the EOI.

2. We confirm that we are submitting this EOI for submission of resolution plan(s) for Category I / Category II / Category III/ Category IV in terms of the Invitation. (*Please tick the category/ies)*

Categories	**Description of assets**	**Tick (✓)mark the category for which EOI is submitted**
Category I	Corporate Debtor as a whole as a going concern.	
Category II	Entire shareholding held by the Corporate Debtor in GVK Perambalur SEZ Private Limited ("**GVK Perambalur**").	
Category III	4,80,00,000 equity shares of Rs.10 each fully paid-up held by the Corporate Debtor in GVK Airport Developers Limited ("**GVKADL**").	
Category IV	Corporate Debtor along with residuary assets, i.e. excluding the shareholding held by the Corporate Debtor in GVK Perambalur and, GVKADL.	

3. We also confirm that we meet the necessary threshold and other criteria mentioned in the Invitation and are submitting this EOI for submission of a resolution plan in terms of the provisions of Section 25(2)(h) of the IBC read with Regulation 36A(1A) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons)

Regulations 2016 (**CIRP Regulations**) (such resolution plan, **Resolution Plan**). Along with our EOI, we have also provided the necessary information and documents as required under the Invitation.

4. [We are submitting the EOI as a Consortium. The following are the constituents of the Consortium:

Sr. No.	Name of the Consortium Member	Type of entity	Percentage of share in the Consortium
[●]	[●]	[●]	[●]

[●] is the Lead Member of the Consortium.] *Please note that no other member of the consortium shall be allowed to be added later after the submission of EOI and lead to disqualification.*

5. We undertake that the information furnished by us in this EOI is true, correct, complete and accurate and further confirm / undertake that:

(a) We meet the eligibility criteria specified in the Invitation. Relevant records in evidence of meeting the criteria are attached.

(b) We are not ineligible to participate in the CIRP of the Corporate Debtor under the provisions of section 29A of the IBC. An affidavit to confirm this has been submitted.

(c) We shall, upon any potential or actual contravention of any of the provisions of the IBC or the CIRP Regulations, including any ineligibility or disqualification under the CIRP, immediately intimate the Resolution Professional ("**RP**") of the same.

(d) That every information and records provided in EOI are true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit the Resolution Plan, forfeit any refundable deposit, and attract penal action under the IBC.

(e) We shall maintain confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under section 29(2) of the IBC.

6. We further undertake, agree and acknowledge that:

(a) EOI and all its contents will be evaluated by the RP to determine our eligibility to submit a Resolution Plan.

(b) The CoC and/ or the RP reserve their right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EOI submitted by us without assigning any reason/without any liability whatsoever.

(c) The RP reserves the right to request for additional information or clarification(s) from us for the purposes of EOI and we shall promptly comply with such requirements. Failure to address the queries of the RP to his satisfaction or our non-responsiveness may lead to rejection of our EOI.

(d) Meeting the qualification /criteria set out in the Invitation alone does not automatically entitle us to participate in the process.

(e) We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting our/ Consortium's (or any Consortium Member's) eligibility or ability to submit a Resolution Plan shall be intimated immediately.

(f) Any material change affecting the Consortium Members' ability to perform in Consortium shall be intimated within 3 (three) business days (means a day other than a Saturday or a Sunday) of such change to the CoC and the RP. Allowing change will be at the sole discretion of the CoC and the RP

(g) We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a 'fit and proper' person and do not suffer from any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and regulations and guidelines of the Securities and Exchange Board of India.

(h) We have not been barred from operating and/or engaging in the type of business being undertaken by the Corporate Debtor, as on date of submission of the EOI.

(i) We understand that in case of Consortium, the Lead Member shall represent and act on behalf of the Consortium Members. Such Lead Member shall be the single point of contact on behalf of the Consortium with the RP and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium.

7. We confirm that all the confirmations, declarations and representations made in the EOI are valid as on the date of this undertaking and acknowledge that the discovery of any false information or record at any time will render the Prospective Resolution Applicant ineligible under the CIRP and liable for forfeiture of any refundable deposit and attract penal action under the IBC.

8. We have enclosed the following documents as required under the Invitation in the prescribed formats:

(a) Profile of the PRA and its management, key managerial persons, board of directors, promoter and promoter group, Parent company and Ultimate Parent company. [In case of a Consortium, profile of each Consortium Member and its management / key managerial persons.]

(b) Copies of certificate of incorporation/ registration and constitutional documents (such as memorandum & articles of association) of the PRA [/each Consortium Member (in case of Consortium)].

(c) Audited financial statement for last three financial years of the PRA [/each Consortium Member (in case of Consortium)].

(d) Certificate from Statutory Auditor or Chartered Accountant or equivalent in the jurisdiction of incorporation/registration of the entity certifying that the PRA satisfies the eligibility criteria specified in Paragraph 5 of the Invitation, including the tangible net worth as on 31 March 2026.

(e) Copy of PAN card, GST number or equivalent documents.

(f) [Copy of consortium agreement/MOU, if any, entered between the Consortium Members.]

9. The details of authorised person for any query in this matter are as under:

Name	[●]
Mobile Number	[●]
Land Line, if any	[●]
Email	**[●]**
Address	**[●]**

10. We have submitted the EOI and other requisite information strictly as per the format prescribed in the Invitation, without any deviations or conditions and without setting out any assumptions or notes qualifying the EOI.

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

On behalf of [Please insert the Name of the Prospective Resolution Applicant]:

_____
Name of the Authorized Signatory: **[●]**
Designation: **[●]**

Company Seal / Stamp: **[●]**

Place: **[●]**
Date: **[●]**

[***Notes****:*

(a) *In case EOI is from a Consortium, the EOI shall be signed by each Consortium Member.*

(b) *The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*

ANNEXURE C

(To be executed on stamp paper of appropriate value)

UNDERTAKING

Date:

To:

Mr. Satish Kumar Gupta
Resolution Professional of GVK Power and Infrastructure Ltd
IP Registration No. IBBI/IPA-001/IP-P00023/2016-17/10056
Address: Darshak Chambers, Plot No 32, Ground Floor,
H. No 1-8-303/48/32, Street No 1, Penderghast Road,
Secunderabad, Hyderabad, Telangana 500003

Subject: Undertaking with respect to submission of Expression of Interest for submitting Resolution Plan for GVK Power and Infrastructure Ltd undergoing the corporate insolvency resolution process.

Dear Sir,

1. In response to the invitation for submission of expression of interest dated [●] ("**Invitation**") inviting expression of interest ("**EOI**") for submission of resolution plans for GVK Power and Infrastructure Ltd ("**Corporate Debtor**") undergoing corporate insolvency resolution process ("**CIRP**") as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), we confirm that we have understood the prescribed eligibility criteria mentioned in the Invitation to submit the EOI.

2. In respect of submission of submission of the EOI and the resolution plan we hereby confirm, represent, warrant and undertake that:

   (a) We have read and fully understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issued by the Resolution Professional of the Corporate Debtor.

   (b) We meet the necessary threshold and eligibility criteria mentioned in the Invitation.

   (c) We are not an ineligible/disqualified person in terms of provisions of Section 29A of the IBC and other eligibility criteria as mentioned in the Invitation.

   (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 IBC (and in particular Section 29A of the IBC), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the committee of creditors of the Corporate Debtor.

   (e) All information and records provided by us to the Resolution Professional in/along with or in respect of the EOI or otherwise are true and correct. 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 qualify us as Prospective Resolution Applicant in the CIRP of the Corporate Debtor.

(f) In case any information/record provided by us is found to be false and incorrect, we shall become ineligible to submit the resolution plan, and the same shall attract forfeiture of the refundable earnest money deposit and penal action under the IBC.

Yours Sincerely,

On behalf of [***Please insert the Name of the Prospective Resolution Applicant***]:

_____

Signature
Name of the Authorized Signatory: **[●]**
Designation: **[●]**

Company Seal / Stamp: **[●]**

Place: **[●]**
Date: **[●]**

[Notes*:*

(a) In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.

(b) The person signing EOI, and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]

ANNEXURE D

(*TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE*)

AFFIDAVIT

I,……..., S/o Shri……..aged…years,……,residing at……designated as [ ] of [ ] ("**Prospective Resolution Applicant"**) having its registered office at… do solemnly affirm and declare on oath as under:

1. I state that the corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 ("**IBC**" or the "**Code**") has been initiated against GVK Power and Infrastructure Ltd ("**Corporate Debtor**") vide order dated 12 July 2024 passed by National Company Law Tribunal, Hyderabad Bench ("**NCLT**") uploaded on 15 July 2024 on the portal.

2. I state that the present affidavit is sworn by me on behalf of the Prospective Resolution Applicant in compliance of section 29A of the IBC.

3. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Prospective Resolution Applicant in terms of [resolution of its board of directors/ power of attorney dated [__]. I hereby unconditionally state, submit and confirm that the said document/ authorisation is true, valid and genuine.

4. I hereby unconditionally state, submit and confirm that the Prospective Resolution Applicant is not disqualified from submitting an expression of interest or a resolution plan in respect of the Corporate Debtor, pursuant to the provisions of the Code including under section 29A of the Code.

5. I hereby state, submit and declare that neither the (i) Prospective Resolution Applicant nor; (ii) any person acting jointly or in concert with the Prospective Resolution Applicant; nor (iii) any person who is a connected person (as defined under the provisions of the Code) of: (a) the Prospective Resolution Applicant or (b) any person acting jointly or in concert with the Prospective Resolution Applicant):

   (a) is an undischarged insolvent;

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

   (c) at the time of submission of the resolution plan has an account, or an account of a Corporate Debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of 1 (one) year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Corporate Debtor:

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

   [Provided that nothing in this paragraph 5(c) applies to the Prospective Resolution Applicant since the Prospective Resolution Applicant is a financial entity (as

defined under Section 29A of the Code) and is not a related party to the Corporate Debtor)] [OR] [Provided that nothing in this paragraph 5(c) applies to the Prospective Resolution Applicant since the Prospective Resolution Applicant is exempted under Explanation II of Section 29A(c) of the Code for a period of 3 (three) years from [insert date of approval of a prior resolution plan under IBC].

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

(i) for 2 (two) years or more under any Act specified under the Twelfth Schedule of the Code and 2 (two) years have not passed from the date of release from such imprisonment; or

(ii) for 7 (seven) years or more under any law for the time being in force and 2 (two) years have not passed from the date of release from such imprisonment.

Provided further that aforementioned point (d) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A.

(e) is disqualified to act as a director under the Companies Act, 2013; provided further that this point (e) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A;

(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 Adjudicating Authority under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place prior to the acquisition of the corporate debtor by the Prospective Resolution Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and the Prospective Resolution Applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction);

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

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

(j) has a connected person (as defined in Section 29A of the IBC) not eligible under abovementioned points (a) to (i).

6. [That the Prospective Resolution Applicant is a financial entity (as defined under Section 29A of the Code) in terms of [insert details of certificate of registration as financial entity or other relevant document] issued by [insert detail of regulator] valid up till [insert details], and is not a related party to the Corporate Debtor].

7. That the Prospective Resolution Applicant unconditionally and irrevocably agrees and undertakes that it has the capability to implement the resolution plan as required under Regulation 38(3) of the CIRP Regulations.

8. That the Prospective Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure as per the provisions of the IBC and the rules and regulations framed thereunder to submit a resolution plan and that it shall provide all relevant documents, representations and information as may be required by the Resolution Professional or the committee of creditors ("**CoC**") to substantiate to the satisfaction of the RP and the CoC that the Prospective Resolution Applicant is eligible under the IBC and the rules and regulations thereunder to submit a resolution plan in respect of the Corporate Debtor.

9. That the Prospective 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.

10. That the Prospective Resolution Applicant understands that the CoC and the Resolution Professional may evaluate the resolution plan to be submitted by the Prospective 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 Prospective Resolution Applicant under this affidavit.

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

12. That the Prospective Resolution Applicant agrees that the Resolution Professional and/or the CoC reserves the right to determine at their sole discretion, whether the Prospective Resolution Applicant is eligible / ineligible for the submission of the proposal and may reject the EOI submitted by them without any liability whatsoever.

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

14. That the Prospective Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the Resolution Professional and the members of the CoC, if the Prospective 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 Corporate Debtor, after the submission of this undertaking.

15. That this undertaking shall be governed in accordance with the laws of India and the NCLT, Hyderabad, shall have the exclusive jurisdiction over any dispute arising under this undertaking.

The Prospective Resolution Applicant shall be required to be compliant with IBC including but not limited to eligibility under Section 29A of the IBC and its related regulations that are in force or

which may come into force subsequently for submission of resolution plan and all matters under/ pursuant to/ related to and/ or in furtherance of this Invitation.

(Deponent)

V E R I F I C A T I ON

Verified at _____ on this _____ (day, month & year), that the above contents of this affidavit are true & correct to the best of my knowledge and belief and nothing has been concealed there from.

(Deponent)

*[**Notes**:*

(a) In case of Consortium the Affidavit shall be signed by each Consortium Member.

(b) The person signing the Affidavit and other supporting documents should be an authorized signatory supported by necessary board resolutions/power of attorney.

(c) In case this Affidavit is executed outside India, requirements of legalization/ apostillisation of such Affidavit, as applicable, should be complied with before submission of the same to the Resolution Professional.]

ANNEXURE E

(*To be executed on stamp paper of appropriate value*)

NON – DISCLOSURE AND CONFIDENTIALITY UNDERTAKING

(Note: In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.)

Date: [●]

To:

Mr. Satish Kumar Gupta
Resolution Professional of GVK Power and Infrastructure Ltd
IP Registration No. IBBI/IPA-001/IP-P00023/2016-17/10056
Address: Darshak Chambers, Plot No 32, Ground Floor,
H. No 1-8-303/48/32, Street No 1, Penderghast Road,
Secunderabad, Hyderabad, Telangana 500003

Subject: Undertaking under Section 29 (2) of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") and Regulation 36(4) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**") to maintain confidentiality.

Dear Sir,

In response to the invitation for submission of expression of interest dated [●] ("**Invitation**") inviting expression of interest ("**EOI**") for submission of resolution plans for GVK Power and Infrastructure Ltd ("**Corporate Debtor**") undergoing corporate insolvency resolution process ("**CIRP**") as per the provisions of the IBC, we, [***Please insert the Name of the Resolution Applicant***] hereby understand, acknowledge, state and represent that:

A. Under Regulation 36 of the CIRP Regulations read with Section 29 of the IBC, the Resolution Professional has to provide the information memorandum ("**IM**") and other relevant information / additional information, to the potential / prospective resolution applicants, subject to the Resolution Professional receiving a non – disclosure and confidentiality undertaking from each such potential / prospective resolution applicant in accordance with the requirements of the IBC and the CIRP Regulations.

B. The IM shall contain various confidential information relating to the Corporate Debtor including without limitation details of the assets and liabilities of the Corporate Debtor, annual financial statements, audited financial statements, list of creditors, particulars of debt due to or from the Corporate Debtor, details of guarantees, names and addresses of the members of the Corporate Debtor holding more than 1% (one percent) stake in the Corporate Debtor, details of material litigation, number of workmen / employees of the Corporate Debtor and the liabilities of the Corporate Debtor towards them and such other relevant information which the Resolution Professional deems relevant to the members of the CoC and the potential / prospective resolution applicants from time to time.

C. The IM, together with any additional or supplementary information, writings, recordings or clarification, including those provided by way of emails or virtual data room or on telephone or in physical form or in any other way by the Resolution Professional or any of

its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, including legal advisors is referred as "**Confidential Information**".

D. We are executing this undertaking to maintain confidentiality in respect of the Confidential Information in accordance with the requirements of the IBC and the CIRP Regulations.

E. In accordance with the terms of Section 29 of the IBC read with Regulation 36(4) of the CIRP Regulations, we hereby declare, acknowledge, represent, state, covenant and undertake as under:

(i) To maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain to ourselves or any other person, or undue loss to the Resolution Professional or the Corporate Debtor or any other person.

(ii) Comply with provisions of all applicable laws for time being in force relating to confidentiality and insider trading;

(iii) Protect any intellectual property and Confidential Information of the Corporate Debtor and its subsidiary / group companies, including improvements, derivatives, enhancements, modifications thereof, which we may have access to and as shared as part of the Confidential Information;

(iv) Not to share the Confidential Information with any third party subject to informing such third party that it should comply with clauses (i) and (ii) above.

(v) We will direct our Representatives (*as defined below*) to:

(a) Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including without limitation the Corporate Debtor, the Resolution Professional or any of its creditors and / or stakeholders.

(b) Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating the Confidential Information separate from its own confidential information.

(c) Use the Confidential Information solely for the purposes of submitting an EOI in accordance with the Invitation and not for any other purpose.

(vi) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our directors, officers, employees, agents and / or advisors (including without limitation our attorneys, consultants and accountants) (collectively, our "**Representatives**") who need to know such Confidential Information for the aforementioned purposes and shall ensure that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. If we fail to direct the Representatives to comply with the confidentiality and use obligations of this undertaking in case of disclosure of any Confidential Information to them, we will be responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives, except for those Representatives who have a separate undertaking of confidentiality with the Resolution Professional.

(vii) We agree to take any and all reasonable measures to restrain any person to whom we have disclosed Confidential Information, directly or indirectly, from disclosure or use of the Confidential Information in violation of this undertaking. The term "person" as used in this confidentiality undertaking shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

(viii) We shall not share the Confidential Information with any other member who is not a member of consortium disclosed under this EOI.

F. We shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by the Prospective Resolution Applicant or its Representative or any other person acting on its behalf.

G. Without the prior written consent of the Resolution Professional, we agree that neither we nor our Representatives will disclose:

(i) the fact that the Confidential Information has been provided to us,

(ii) that the EOI and/or proposed resolution plan to be submitted by us is (or was) under consideration,

(iii) that discussions or negotiations are taking place, have taken place, or will take place concerning the Corporate Debtor, or

(iv) any of the terms, conditions or other information with respect thereto (including the status thereof),

to any other person unless, such disclosure is required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange and then only with as much prior written notice to the Resolution Professional as is practical under the circumstances.

H. Except with the prior written consent of the Resolution Professional, we further agree that all communications (both written and oral) regarding the Confidential Information and / or the proposed resolution plan, requests for additional information, and discussions or questions regarding procedures, will be sent to the Resolution Professional only and not directly to any of the Corporate Debtor's affiliates or any of their respective directors, officers or employees.

I. In the event that we or any of our Representatives are required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange to disclose any of the Confidential Information, we shall provide the Resolution Professional with prompt written notice of any such request or requirement so that the Resolution Professional may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this undertaking. If, however in the opinion of our counsel, we or our Representative is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then we or our Representative may disclose only such portion of the Confidential Information which, in the opinion of our counsel, we are compelled to disclose. We will reasonably cooperate with the Resolution Professional in its efforts to obtain a protective order or other appropriate remedy that the Resolution Professional elects to seek to obtain, in its sole discretion.

J. We hereby represent and warrant that we have the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.

K. We hereby agree to, and will ensure that our Representatives do not share the Confidential Information with any third party / person or entity except where Confidential Information:

(i) is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or

(ii) prior to its disclosure for the aforementioned purposes was already in our or our Representatives possession; or

(iii) prior consent by the Resolution Professional is provided for disclosure in writing; or

(iv) is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).

L. This undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' or 'click wrap' acknowledgement or agreement associated with any such electronic data room.

M. We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating any of the Confidential Information separate from its own confidential information.

N. We understand and undertake, in the event we do not wish to proceed further with formulating the proposed resolution plan or in the event of approval of a resolution plan as submitted by any of the prospective resolution applicants as per Section 31 of the IBC, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, without retaining a copy thereof, in electronic or any other form (unless otherwise required by law or compliance). Notwithstanding the return or destruction of the Confidential Information, we and our Representatives will continue to be bound by our obligations of confidentiality and other obligations hereunder, for the term hereof.

O. We understand that the Resolution Professional/ Corporate Debtor reserve the right to assign all of its rights, powers and privileges under this undertaking (including, without limitation, the right to enforce all of the terms of this undertaking) to any person upon receipt of approval of NCLT, Hyderabad in respect of a resolution plan.

P. We understand that neither the Resolution Professional nor the Corporate Debtor makes any representation or warranty, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Confidential Information. Neither the Resolution Professional nor the Corporate Debtor shall, now or in future, have any liability to us or any other person resulting from our use of the Confidential Information. We also agree and acknowledge that we are not entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Confidential Information, whether for the purpose of formulation of the proposed resolution plan and / or otherwise in relation to the Corporate Debtor.

Q. We understand and agree that no failure or delay by the Resolution Professional/ Corporate Debtor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

R. This undertaking of confidentiality shall remain valid for a period of 3 (three) years after it is executed and / or from the date completion of the CIRP of the Corporate Debtor under Section 31 of the IBC, whichever occurs later.

S. Notwithstanding anything contained herein, we and our Representatives shall not divulge any Confidential Information of the Corporate Debtor, which has been received during the course of the confidentiality undertaking, to anybody, except as required aforesaid.

T. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the NCLT Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

U. We understand that if we disclose (or threaten to disclose) the Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or the Corporate Debtor shall be entitled to pursue all available remedies.

We accept and agree above terms.

On behalf of [***Please insert the Name of the Prospective Resolution Applicant***]:

_____

Signature
Name of the Authorized Signatory: **[●]**
Designation: **[●]**

Company Seal / Stamp: **[●]**

Place: **[●]**
Date: **[●]**

[***Notes****:*

(a) In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.

(b) The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]

WEBLINK TO DOWNLOAD ANNEXURES IN WORD FORMATS

Download link: Annexures of IEOI dated 07 November 2026