

## **DETAILS OF EOI AND OTHER DOCUMENTS TO BE SUBMITTED BY BIDDER**

### **Bidders are required to submit the following Annexures along with KYC Documents**

Annexure-I:	On stamp paper of appropriate value and duly notarized
Annexure-II to IV:	on plain paper (in the case of individual) On letterhead (In the case of Company)
Annexure-V:	on letterhead (only in the case of company)
Annexure-VI:	on plain paper (in the case of individual) On letterhead (In the case of Company)
Annexure-VII	On stamp paper of appropriate value
Annexure-VIII	On stamp paper duly notarized.

### **In addition to the above the following documents are to be submitted.**

#### **In the case of Individuals applying:**

1. Self attested Aadhar Card
2. Self attested PAN Card
3. Latest Income Tax Return
4. CBIL Report
5. Family Details with individual aadhar and pan numbers with copies of the same. Name of the relatives should be as per PAN only.

#### **In the case of Company applying:**

1. Copy of Company Incorporation Certificate duly attested by Authorised representative
2. Copy of Company PAN Card duly attested duly attested by authorised representative
3. Copy of Company GST registration certificate duly attested by authorised representative
4. Details of Partners/Proprietors (Name, DIN No., Aadhar Card, Pan Card)
5. Audited Financials for the last three years
6. Family details of individual partner/promoters with individual aadhar pan numbers with copies of the same. Name of the relatives should be as per PAN only.

**ANNEXURE I**  
**AFFIDAVIT AND UNDERTAKING**  
**(To be notarized on the stamp paper)**

Date:  
To,  
CA Sai Ramesh Kanuparthi (K S Ramesh)  
Liquidator of GVK Industries Limited (In Liquidation)  
Registration No. IBBI/IPA-001/IP-P00910/2017-2018/11510  
Plot No.6-B, Beside TDP office Road No.02, Banjara Hills,  
Hyderabad 500034 Telangana.

Sub: Disclosure and undertaking on eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016

Dear Sir,

I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("IBC") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018 and further amendments thereto:

I have understood the provisions of Section 29A of IBC and confirm that I am eligible to submit my bid, as neither \_\_\_\_\_ [Name of the bidder / name of company or any person acting jointly with \_\_\_\_\_ [bidder name], nor any person who is a promoter or in the management or control of \_\_\_\_\_ [bidder name] nor any person acting in concert with \_\_\_\_\_ [bidder name], attract or suffer from any of the ineligibility provisions under section 29A of IBC.:

I, therefore, confirm that \_\_\_\_\_ Limited is eligible under Section 29A of IBC to submit its Bid for sale of assets as **advertised under LOT-I of Sale Notice dated 17.02.2024 of Corporate Debtor M/s. GVK Industries Limited (In liquidation) Under IBC, 2016.**

I undertake on behalf of \_\_\_\_\_ [name of bidder], that during the Liquidation Process, no person who would be considered as Connected Person as is not eligible to submit resolution plan under Section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) Regulations, 2016 shall be engaged in the management and control of the Bidder or any connected person thereof.

I declare and undertake that in case \_\_\_\_\_ [name of bidder] becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming so ineligible.

I confirm that the said declaration and disclosure as above are true and correct and the undefined legal terms in this undertaking shall have the same meaning as ascribed to them under IBC and regulations thereunder.

I am duly authorized to submit this declaration by virtue of [Insert the details of the corporate authorisations]

**(DEPONENT) VERIFICATION**

I, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

**ANNEXURE-II**  
**EXPRESSION OF INTEREST (EOI)**  
**[On the Letterhead of the Entity Submitting the EOI]**

Date:

To,

CA Sai Ramesh Kanuparthi (K S Ramesh)

Liquidator of GVK Industries Limited (In Liquidation)

Registration No. IBBI/IPA-001/IP-P00910/2017-2018/11510

Plot No.6-B, Beside TDP Office, Road No.02, Banjara Hills,  
Hyderabad-500034. Telangana

Subject: Submission of Expression of Interest ("Eol") for the purchase of Assets (Plant & Machinery and Power Plant Buildings) of Corporate Debtor M/s. GVK Industries Limited (In liquidation) under IBC, 2016 in response to Public Announcement/Sale Notice dated **17.02.2024** by the Liquidator.

Dear Sir,

We hereby submit an Eol with regard to purchase of assets (Plant & Machinery and Power Plant Buildings) advertised under LOT-I of **Sale Notice dated 17.02.2024** of Corporate Debtor M/s. GVK Industries Limited (In liquidation) under IBC, 2016.

We undertake that the information furnished by us in this Eol and the Annexure is true, correct, complete, and accurate.

Further, we agree and acknowledge that:

The Liquidator reserves the right to determine at his sole discretion, whether or not we qualify for the participation in the sale process and may reject the Eol submitted by us without assigning any reason whatsoever.

The Liquidator reserves the right to request for additional information or clarification from us for the purposes of the Eol and we shall promptly comply with such requirements. Failure to satisfy the queries of Liquidator may lead to rejection of our participation pursuant to Eol.

Submission of this Eol alone does not automatically entitle us to participate in the next stage of the sale process.

The eligibility criteria under the Code shall be continued to be complied with throughout the sale process, and any changes in the details provided under the Eol or any material adverse change affecting the Eol or ability to participate shall be intimated immediately and in any case not later than 3 (three) business days to the Liquidator.

We undertake to follow the further process of sale as liquidator informs us including the E-AUCTION PROCESS INFORMATION DOCUMENT (I).

We also undertake that our EOI is for purchase of advertised assets **on “as is where is”, “as is what is”, “whatever there is” and “no recourse” basis.**

Sincerely yours,

On behalf of [Insert the name of the entity submitting the Eol

Signature:

Name of Authorized Signatory:

Designation (no less than a director or Partner of the entity or a person specifically authorized by the Board of the entity):

Bidders Seal/Stamp

Note: The person signing the Eol and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter or the Director or Partner of the entity itself may sign the Eol.

**ANNEXURE III**  
**BID APPLICATION FORM**

To,  
Mr. Sai Ramesh Kanuparthi  
Liquidator of GVK Industries Limited (in Liquidation)  
Registration No. IBBI/IPA-001/IP-P00910/2017-2018/11510  
Plot No.6-B, Beside TDP Office Road No.02, Banjara Hills,  
Hyderabad-500034, Telangana State.

Dear Sir,

I am desirous in participating in the E-Auction Process of Sale of assets (Plant & Machinery and Poer Plant Buildings) **advertised under LOT-I of the Sale Notice dated 17.02.2024** of Corporate Debtor M/s. GVK Industries Limited (In liquidation) under IBC, 2016 announced by you, on \_\_\_\_\_.

My details are as follows:

Name	
Constitution of the Bidder	
Contact No.	
Alternate no	
Email ID	
PAN No.	
Aadhar No.	
Address	
Amount of EMD deposited	
Mode of EMD payment	
Payer's bank A/c. number	
Instrument number and date	

My Bank details (For Refund of earnest Money as may be applicable)

Name	
Account Number	
Bank Name	
Branch	
IFSC Code	

I/We/M/s. also enclose copies of the required KYC documents and copies of documents substantiating deposit of the Earnest Money. We request you to kindly verify the same and arrange with the auction portals for issue of a login ID and password for us to enable us to take part in the E-Auction.

Place:

(Name, Designation, Signature)

Date:

**Notes:**

**Self-attested copies of following documents to be enclosed (originals to be produced for verification at any time when demanded by the Liquidator):**

**In case of individuals:** Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport , Aadhar Card etc., (b) Current address proof for communication, (c) PAN card of Bidder, (d) Valid Email ID, (e) contact number (Mobile/Landline) (f) CIBIL Report of Bidder and all other relevant documentation in relation to the bidding process.

**In case the Bidder is a Corporate/other Entity:** Copy of original authorization letter on Bidder's letter head, in the name of the individual authorized to collect Letter of Intent on behalf of the company; (b) Copy of ID Proof of the authorized representative like AADHAR/Passport etc.; (c) Copy of PAN Card of corporate/other Entity; (d) Copy of Memorandum and Articles of Association of the corporate/other Entity; and (e) CIBIL Report of Bidder, Directors, Group Companies, Associate Companies, Subsidiaries, Partnership Firms, Partners etc., and All other relevant documentation related to the E-Auction Process. Scanned copies of the original of these documents can also be submitted to the email of the Liquidator at [info@ksrfms.com/liqgvk@gmail.com](mailto:info@ksrfms.com/liqgvk@gmail.com)

Only after declaration as a Qualified Bidder and payment of EMD, the Prospective Bidder shall be required to be registered with the E Auction Service Provider for generation of login credentials to enable the Bidder to participate in the E- Auction on the appointed date.

Liquidator has right to demand any additional documents from the Bidder for the E- Auction Process. In case such additional documents are not provided by the Bidder, the Liquidator in his own discretion may disqualify the Bid.

**ANNEXURE IV**  
**BID DECLARATION FORM / DECLARATION BY BIDDERS**

Date:

To

**CA Sai Ramesh Kanuparthi (K S Ramesh)**

Liquidator of GVK Industries Limited (in Liquidation)

Registration No. IBBI/IPA-001/IP-P00910/2017-2018/11510

Plot No.6-B, Besides TDP office,

Road No.2, Banjara Hills

Hyderabad - 500034, Telangana

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of the assets (Plant & Machinery and Power Plant Buildings) **advertised under LOT-I of the Sale Notice dated 17.02.2024** of Corporate Debtor as specified in the Public Advertisement/Sale Notice and E-AUCTION PROCESS INFORMATION DOCUMENT (I) and have understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions of the Public Advertisement/Sale Notice and E-AUCTION PROCESS INFORMATION DOCUMENT (I) and agree to take part in the E-Auction Process.
2. I / We declare that the documents submitted in relation to the Eligibility Criteria as specified in the E-AUCTION PROCESS INFORMATION DOCUMENT (I) and that the particulars of remittance of Earnest Money Deposit and all other information given by me/us are true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the Bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any other monies paid by me / us is liable to be forfeited by the Liquidator who will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our Bid in relation to the sale of the asset as contemplated under the E-AUCTION PROCESS INFORMATION DOCUMENT (I) is accepted by the Liquidator, if I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified under the E-AUCTION PROCESS INFORMATION DOCUMENT (I) or the Liquidation Process Regulations for any reason whatsoever and /or fail to fulfill any / all the terms and conditions of the E- Auction and letter of intent, the EMD and other monies paid by me / us are liable to be forfeited. The timeline for payment of final sale consideration may be extended at the sole discretion of the Liquidator and as per the Liquidation Process Regulations, to the extent permissible under the Applicable Law(s).
5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned to the unsuccessful bidders only after the conclusion of the bid process. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.

6. I / We confirm that our participation in the E-Auction Process and submission of Bid for the sale of the assets (Plant & Machinery and Power Plant Buildings) **advertised under LOT-I of the Sale Notice dated 17.02.2024** of the Corporate Debtor, pursuant to the provisions of the E-AUCTION PROCESS INFORMATION DOCUMENT (I) will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any Applicable Law; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. I/ We understand that I/We shall be responsible for fully satisfying ourselves with the requirements of the IBC and the related regulations as well as all Applicable Law(s) that are relevant for the E-Auction Process and consummating of the
8. the assets of the Corporate Debtor. I/We shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) for consummation of sale of asset of the Corporate Debtor in accordance with the provisions of IBC and Liquidation Process Regulations.
9. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.
10. I/We also undertake to abide by the additional conditions if announced during the e- auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal being kept open for bidding.
11. I/We confirm that the Liquidator and his employees, representatives, agents etc, shall not be liable and responsible in any manner whatsoever for my/our failure to access and Bid on the E-Auction portal due to any unforeseen circumstances etc. before or during the E-Auction event.
12. I/We hereby confirm that I/we are eligible to submit our Bid in relation to sale of the Corporate Debtor under Section 29A of the Insolvency and Bankruptcy Code, 2016 read with subsequent amendments thereto.
13. The capitalized terms not defined in this Bid Declaration Form and phrase “sale of the asset of the Corporate Debtor” shall have the same meaning as ascribed to it in the E- Auction Process Information document (I).

(Signature with Seal) Name:

Address:

Email:



**ANNEXURE-V**  
**Format of Board Resolution**  
**(On the letter head of the interested bidder)**

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF [Insert name of the Interested bidder] IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the sale notice dated **17.02.2024 issued** under IBC,2016 by the Liquidator, GVK Industries Limited (in liquidation) (GVK), in relation to the Sale of assets Plant & Machinery and Power Plant Buildings of GVK it is decided to submit EOI for participation in the e-Auction of asset.

In view of the above, the Board of Directors has resolved as follows:

RESOLVED THAT \_\_\_\_\_ AND \_\_\_\_\_ (insert name and designation / status in relation to the bidding entity), jointly and severally, be and are hereby authorized to take all the necessary steps, and carry out all the acts required for participating and bidding in the auction process in accordance with the terms of the E- AUCTION PROCESS INFORMATION DOCUMENT (I) including the following:

participating in the auction process and submit and sign other requisite documents, in accordance with the terms of the relevant E-AUCTION PROCESS INFORMATION DOCUMENT (I);

execute and submit all other agreements, deeds, writings as may be required in relation to the auction process, including any amendments or modifications as may be demanded by the Liquidator;

to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental to or for the purpose of implementation and giving effect to the above resolutions for and on behalf of \_\_\_\_\_ [insert name of bidding entity], and to comply with all other requirements in this regard.”

“RESOLVED FURTHER THAT a certified copy of the foregoing resolution is furnished as may be required, under the signature of [the Company Secretary / any two of the Directors of .... Limited].”

Certified to be true For the Limited

Director(s) / Company Secretary

Place:

Date:

**Notes:**

The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

In case of the Board Resolution being provided by an entity incorporated in India, the Board Resolution shall to be notarized by a notified notary. In the event the Board resolution is from an entity incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the entity as per laws prevailing there.

This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the entity.

## **ANNEXURE VI**

### **TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE**

Intending bidders shall have a valid e-mail ID, valid PAN Card and other appropriate KYC documents to register with the E - Auction Service Provider.

Bidders have to register themselves with the E-Auction Service Provider.

Only upon verification of the bid application form and confirmation of remittance of EMD and thereafter, Qualified Bidders will be permitted to access the Platform for bidding for the Company.

The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the agency / the Liquidator. Bidders are cautioned to be careful to check their bid(s) and alter/rectify their Bid if required before confirming the Bid submitted.

Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.

Bidders are advised to change the password immediately on receipt thereof.

The Affidavit and Undertaking and Bid Declaration Form by the Bidders as per the formats substantially provided in Annexure I and III respectively of the E- Auction Process Information document (I) (I) shall be executed by the Bidders in accordance with Applicable Law(s) and in accordance with the constitutional documents of the Bidder, and after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the Bid Declaration Form by the Bidders. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is a Director, Partner or in full time employment of the Bidder and duly authorized to sign the same.

All the aforementioned documents are required to be submitted in original physical copies to the Liquidator in accordance with the E- Auction Process Information document (I) .

All Bid(s) placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the Bid is placed, the Bidder cannot reduce or withdraw the Bid for whatever reason. If done so, the EMD deposited by the Bidder shall be forfeited.

The highest Bid on the E-Auction date(s) shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his Bid. After the conclusion of the E-Auction of the Company, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-Auction. A separate intimation shall also be sent to the Successful Bidder. The date of sending of the e-mail intimating the Successful Bidder shall be considered as the date of receipt of the Intimation.

It is possible that Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above mentioned reasons, it is advised not to wait for the last moment. The Bidders are required to keep themselves updated with any revised terms and conditions of E-Auction by regularly visiting the links of the auction portal and website of the Company as mentioned in this E-AUCTION PROCESS INFORMATION DOCUMENT (I).

**ANNEXURE VII**  
**CONFIDENTIALITY UNDERTAKING**  
(On stamp paper)

This Confidentiality Undertaking has been signed by (Name of potential Bidders) having its office at acting through Mr. (Name of person Authorised by potential Bidder(s)), the authorized signatory/authorized representative ("Bidder"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. CA Sai Ramesh Kanuparthi, the Liquidator of GVK Industries Limited, a company registered under Companies, Act, 1956 (hereafter referred as the "Company").

WHEREAS GVK Industries Limited, a company registered under Companies, Act, 1956 (hereafter referred as the "Company") is undergoing liquidation vide NCLT Hyderabad Bench ("NCLT") order and vide the said NCLT Order Mr. CA Sai Ramesh Kanuparthi ("Liquidator"), a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IP-P00910/2017-2018/11510 has been appointed as liquidator to carry out the process of liquidation in terms of the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC") and the Regulations made there under.

AND WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process of sale of the assets (Plant & Machinery and Power Plant Buildings) **advertised under LOT-I of the Sale Notice dated 17.02.2024** of the Company in accordance with the provisions of E-AUCTION PROCESS INFORMATION DOCUMENT (I) and provisions of the IBC read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Process Regulations").

AND WHEREAS the Liquidator is required to share certain data, documents and information in relation to the Company for facilitating the prospective Bidder(s) in their due diligence.

THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:

The Bidder(s) shall not divulge any part of the information contained in and accessed through the Virtual data room which shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company ("Data Room") or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute "Confidential Information". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

The Bidder (s) further unconditionally and irrevocably undertakes and declare that:

the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;

the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;

the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;

the Bidder (s) shall protect any intellectual property of the Company which it may have access to;

the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreement, to terms at least as restrictive as those stated in this Confidentiality Undertaking.

the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, theft or leakage;

the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the asset of the Company as provided under E- Auction Process Information Document the Liquidation Process Regulations;

the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and

the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.

Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:

information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or

information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or

information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E-AUCTION PROCESS INFORMATION DOCUMENT (I)/ Virtual Data Room. The Bidder(s) further agrees and acknowledges that the Liquidator

shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.

The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.

Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.

Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).

The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.

This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-AUCTION PROCESS INFORMATION DOCUMENT (I).

I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [insert the name of the Bidder (s)].

Signed on behalf of

(Name of Bidder(s)) by Mr.

(Name and Designation) Authorised Signatory

Date:

Place:

Note- In case of consortium, undertaking to be executed by each of the members

**ANNEXURE VIII**  
**UNDERTAKING FOR REMOVAL OF PLANT & MACHINERY**  
**(on Rs. 100 stamp paper and to be duly notarized)**

To

Mr. Sai Ramesh Kanuparthi  
Liquidator of GVK Industries Limited (in Liquidation)  
Registration No. IBBI/IPA-001/IP-P00910/2017-2018/11510  
Plot No.6-B, Beside TDP Office Road No.02, Banjara Hills,  
Hyderabad-500034.Telangana State

Sub: Your **Sale Notice dated 17.02.2024** - e-auction for the sale of Plant & Machinery and Power Plant Buildings of M/s GVK Industries Limited – Removal/Shifting of Plant & Machinery and Power Plant Buildings upon successful bid

With reference to the above-mentioned subject, we hereby undertake that, if we are declared as the successful bidder,

1. We shall pay the full sale consideration before we are allowed to shift the plant & machinery.
2. We shall give advance intimation of at least one week to the Liquidator regarding removal of the plant & machinery
3. We shall **dismantle and remove all the assets of the Power Plant with its Building Structures as referred under LOT-I of the sale notice dated 17.02.2024 within a period of 12 (Twelve) months from the date of issue of LOI, failing which we shall be liable to pay “Delay Penalty” Rs.1,00,00,000/- (Rupees One Crore Only) on the accepted bid amount for delay/default of every month or proportionately for part thereof, payable on or before seventh day of the succeeding month of such delay/default.**
4. In addition to the Sale Consideration, we shall deposit Rs.5,00,00,000/- (Rupees Five Crores Only) as interest free security deposit, within one week from issue of sale certificate/ sale invoice whichever is earlier failing which, we agree that we will not be allowed to start the removal process.
5. We hereby agree that for any delay in dismantling of the assets (Phase-II power plant with its Building Structures), beyond 2 (two) months, that is, where dismantling period exceeds 14 (Fourteen) months from date of LOI, or any default or delay in payment of penalty, will result in forfeiture of the security deposit amount
6. We further agree that if the assets (Phase-II power plant with its Building Structures) are not removed by us beyond 6 (six) months i.e., where dismantling period exceeds 18 (Eighteen) months from date of LOI, we will not be allowed further and the sale contract will be short closed. Such Successful Bidder will not be allowed to remove any further material and the left-over assets available at the site will be re-auctioned or dismantled and removed at our risk and costs. Accordingly, the Sale Invoice will be issued only for the value of the material (as may be decided by the Liquidator) removed from the Plant Site prior to such Short Closure

7. it is understood that with the conclusion of the E-Auction Process as Successful Bidder, we shall have the option of deploying additional security personnel, as may be mutually agreed, at our own sole costs and expenses in the premises of the power plant. Provided that, in the event the Liquidator requires removal of any person from the security team, we are obligated to replace such personnel without any undue delay.
8. We hereby agree that the right to appoint such security personnel shall stand terminated immediately in the event we fail to pay the balance sale consideration (including GST and other **applicable taxes/ duties in addition to accepted BID amount**), along with Additional Security Deposit of Rs.5 Crores within the specified term. Further the security personnel so deployed shall function only under the directions of the Liquidator and shall not have any rights of allowing or preventing any ingress or egress of persons or material from the site without the specific approval of the Liquidator
9. We shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the subject work. We shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the site and other persons who may be affected thereby, (2) all plant, Machinery and equipment and (3) other property, plants & trees at the site. We shall bear all risk of loss to the plant & machinery or materials or equipment for the removal due to Hazardous chemicals, fire, theft, vandalism, or other casualty or cause, until the removal is fully completed and accepted by the Liquidator.
10. We shall be responsible for obtaining the requisite permissions, comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the us, any Sub Contractor, any Sub-Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by us.
11. We shall indemnify and hold harmless the Liquidator and their respective officers, agents and employees, insurers, and self-insurance pool, from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of ours (Successful Bidder) or any Subcontractor of the Contractor, or any officer, employee, representative, or our agent of the or any Subcontractor appointed by us, or which arise out of any worker's compensation claim of any of our employee or any of our Subcontractor.



I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of\_\_\_\_\_

[insert the name of the Bidder].

Signed on behalf of

(Name of Bidder(s)) by Mr.

(Name and Designation) Authorised

Signatory

Date:

Place:

Note- In case of consortium, undertaking to be executed by each of the members