

## **GUPTA POWER INFRASTRUCTURE LIMITED**

### **Detailed Invitation for Expression of Interest**

**Dated: 25<sup>th</sup> November, 2025**

**Issued by:**

**CA IP Pradeep Kumar Kabra  
Interim Resolution Professional/ Resolution Professional of  
Gupta Power Infrastructure Limited  
IBBI Registration No. IBBI/IPA-001/IP-P01104 /2017-18/11790**

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## **DISCLAIMER**

*This detailed invitation for expression of interest (“**Invitation**” or “**IEOI**”) is issued by Pradeep Kumar Kabra, Insolvency Professional, having Registration No: IBBI/IPA-001/IP-P01104 /2017-18/11790, appointed as the Interim Resolution Professional/Resolution Professional (“**IRP/RP**”) of Gupta Power Infrastructure Limited (“**Corporate Debtor**” or “**CD**” or “**Company**” or “**GPIL**”), acting on the instructions of and with the prior approval of the committee of creditors of the Corporate Debtor (“**CoC**”) in terms of the provisions of the Insolvency and Bankruptcy Code, 2016, as amended from time to time (“**Code**” or “**IBC**”) and read with Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as amended from time to time (“**CIRP Regulations**”) for general information purposes only, without regard to any specific objective, suitability, financial situations and needs of any particular person. This Invitation does not constitute or form part of and should not be construed as an offer or invitation for the sale or purchase of securities or any of the businesses or assets described in it or as a prospectus, offering circular or offering memorandum or an offer to sell or issue or the solicitation of an offer to buy or acquire securities or assets of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity. No part of this Invitation, nor the fact of its distribution, should form the basis of, or be relied on in connection with, any contract or commitment or investment decision whatsoever. Nothing in this document shall be construed as an advice or opinion (whether legal, financial, technical, or otherwise). By accepting this Invitation, the recipient acknowledges and agrees to the terms set out in this Invitation. This Invitation is specific to each applicant and does not constitute an offer or invitation or solicitation of an offer to the public or to any other person within or outside India.*

*This Invitation is neither an agreement nor an offer by the IRP/RP or the members of CoC to the prospective resolution applicant(s) (“**PRA**”) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in submission of Expression of Interest (“**EOI**”) to submit the resolution plan with respect to the Corporate Debtor.*

*The recipients of the data / information are suggested to exercise their own judgment and verify facts and information before taking any decision without any recourse to the IRP/RP or any of the professionals or advisors engaged by the IRP/RP. The IRP/RP is not in a position to independently evaluate the accuracy, reliability, completeness, or veracity of the information of the CD, obtained by or available with him. Accordingly, the IRP/RP cannot express opinion or any other form of assurance to the recipient of this Invitation in connection with the contents of this Invitation or any other information in relation to the CD, including the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information. All recipients should conduct their own diligence, investigation and analysis of the Corporate Debtor, and the data set forth in this document or otherwise provided.*

*No statement, fact, information (whether current or historical) or opinion contained herein or as part of inviting and accepting EOI should be construed as a representation or warranty, express or implied, of the IRP/RP or the Corporate Debtor or the members of CoC (or each of their advisors, consultants, and/or professionals engaged by them); and none of the IRP/RP, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) shall incur any liability arising out of or in connection with the issue of this Invitation or the authenticity, correctness, fairness, or completeness of any statements, facts or opinions in this Invitation and any such liability is expressly disclaimed. This Invitation has not been approved and will not be filed, registered or reviewed or approved by any statutory or regulatory authority in India.*

*There is no intention of the IRP/RP, Corporate Debtor, the members of the CoC (including each of their advisors, consultants, and/or professionals engaged by them) while issuing this Invitation, to enter into any contractual or fiduciary relationship with the recipients and the recipients do not get any right or expectation in relation to the information contained in this Invitation.*

## **DETAILED INVITATION FOR EXPRESSION OF INTEREST**

### **1. BACKGROUND**

- 1.1. The corporate insolvency resolution process (“**CIRP**”) of GPIL was initiated pursuant to an application jointly filed by a Consortium of banks under Section 7 of the Insolvency and Bankruptcy Code, 2016 before the Hon’ble National Company Law Tribunal, Kolkata Bench, (“**NCLT**”). The application was admitted by the Hon’ble NCLT vide its order dated 26<sup>th</sup> September, 2025, and the copy of the said order was received on 27<sup>th</sup> September, 2025 (“**CIRP Order**”). The NCLT, vide the CIRP Order, appointed **CA Pradeep Kumar Kabra, having IP Registration no. IBBI/IPA-001/IP-P01104/2017-18/11790** as the interim resolution professional of GPIL.
- 1.2. Pursuant to the CIRP Order, with effect from 26<sup>th</sup> September, 2025, *inter alia*, the management of GPIL vests with the IRP/RP, and the powers of the board of directors of GPIL stand suspended and are being exercised by the IRP/RP as per Section 17 of IBC.
- 1.3. The CoC, in its 2<sup>nd</sup> meeting held on 20<sup>th</sup> November, 2025, had approved the eligibility criteria under Section 25(2)(h) of the Code and the other terms and content of the Form G and the detailed invitation for expression of interest and had accordingly, authorised the IRP/RP to publish the Form G and the detailed invitation for expression of interest inviting interested and eligible PRAs to submit their EOIs in the CIRP of GPIL. Accordingly, the IRP/RP published the Form G on 25<sup>th</sup> November, 2025 in various newspapers wherein, the last date for submission of EOI by interested and eligible PRAs is 10<sup>th</sup> December, 2025.

### **2. INTRODUCTION**

- 2.1. The Corporate Debtor is a company incorporated under the Companies Act, 1956 on 09<sup>th</sup> May, 1961, having its registered office at Kolkata, West Bengal.
- 2.2. Gupta Power Infrastructure Limited incorporated in 1961 and taken over by the existing management in 1970, GPIL has a track record of over five decades in the cables and conductor industry. The company has consolidated its presence in this sector as one of the leading and reputed players over a period of time.
- 2.3. The company has a geographically diverse manufacturing base as it has three facilities located at Odisha (East India), Chennai (South India) and Kashipur (North India) along with various land parcels in Odisha and one in Halol (Gujarat). Presently Kashipur Plant is operational. There are various EPC sites of the Corporate Debtor across India as well.
- 2.4. The company's product portfolio comprises of aluminium, aluminium-alloy, and aluminium-steel reinforced conductors, high-tension and low-tension power cables, control cables, instrumentation and signal cables, Ariel bunched cables, and industrial cables. The company also undertakes EPC contracts for power transformation stations and transmission lines etc and domestic cables retail segment under the brand name of ‘Rhino’.
- 2.5. The manufacturing operations contributed around Rs. 3460 crore ~93% of its total operating income in FY 2022 (Rs. 2747 crore i.e. ~93% of TOI in FY 2021) and the EPC division contributed around Rs. 244.73 crore ~% in FY 2022 of TOI (Rs 210.78 crore i.e. ~7% of its TOI in FY 2021).
- 2.6. The cables and conductor's industry is open to significant growth opportunities on account of investments planned in the power and infrastructure sectors by the government. Investment by the central government through schemes such as Deen Dayal Upadhyaya Gram Jyoti Yojana (DDUGJY), Integrated Power Development Scheme (IPDS), Revamped Distribution Sector

Scheme (RDSS) and Saubhagya will continue to maintain the demand in the cables and conductors' segment.

2.7. Brief Snapshot of the relevant information of the Company:

<b>Name</b>	M/s Gupta Power Infrastructure Limited
<b>ROC Code</b>	Registrar of Companies, Kolkata
<b>CIN</b>	U31300WB1961PLC025104
<b>Registration No.</b>	025104
<b>Date of Incorporation</b>	09.05.1961
<b>Class of Company</b>	Public
<b>Company Category</b>	Company limited by shares
<b>Company Sub Category</b>	Indian Non-Government company
<b>Whether Listed or Not</b>	Unlisted
<b>Industry</b>	Manufacturer of Wires and Cables
<b>Current Registered Office</b>	EN-62, Sector-V 7th Floor, Salt Lake City, Kolkata, West Bengal, India, 700091
<b>Authorized Capital</b>	Rs.10,00,00,000
<b>Paid-up Capital</b>	Rs. 9,54,35,600
<b>Date of last AGM</b>	30-09-2022
<b>Date of Balance Sheet</b>	31-03-2022

**3. EOI PROCESS**

All interested and eligible PRAs are hereby invited to submit their EOIs for Gupta Power Infrastructure Limited as a “whole” and in a “consolidated” manner and as a “going concern” (i.e. including all assets that belong to GPIL on “as is where is basis”).

It is clarified that the bid process document detailing the procedure for submitting resolution plan (RFRP), criteria for evaluation of bids (Evaluation Matrix) shall be disclosed at a later stage.

**4. PROCESS STAGES**

The process for invitation and submission of resolution plan for the Corporate Debtor is described below:

- 4.1. Submission of EOI by the PRA, along with the applicable Refundable Deposit and the necessary documents as detailed in this IEOI or as may be required by the IRP/RP and CoC.
- 4.2. Shortlisting of eligible PRAs upon verification of the EOI, supporting documents, and Refundable Deposit submitted by respective PRAs, in accordance with the provisions of the Code, the CIRP Regulations, and this IEOI.
- 4.3. Issuance of provisional list of the eligible PRAs by the IRP/RP.
- 4.4. Issuance of final list of the eligible PRAs by the IRP/RP, in accordance with the CIRP Regulations.
- 4.5. The PRAs in the final list shall be provided with: (i) information memorandum prepared by the IRP/RP, in accordance with the provisions of the Code and the CIRP Regulations (“IM”); (ii) access to the data room (whether virtual or physical) for conducting due diligence of the CD (“Data Room”); and (iii) the request for resolution plan (including the evaluation matrix) outlining the process for submission, evaluation, negotiation, and approval of the resolution

plans in the CIRP of the Corporate Debtor, prepared in accordance with the provisions of the Code and the CIRP Regulations (“**RFRP**”).

## **5. SUBMISSION OF EOI**

- 5.1. Any PRA submitting the EOI should meet the applicable eligibility criteria (including the requirement of net-worth/net owned funds/assets under management as well as the Refundable Deposit) as set out in “**Annexure-A**” hereto (“**Eligibility Criteria**”). The EOI shall be submitted in the prescribed format as set out in “**Annexure – B**” hereto along with: (i) the supporting documents as set out in “**Annexure-C**”; (ii) the details of PRA as set out in “**Annexure- D**” hereto; (iii) confidentiality undertaking in the format set out in “**Annexure E**”; (iv) In line with IBBI Circular No. IBBI/CIRP/88/2025 dated 18th November 2025 regarding strengthening due diligence under Section 29A of the Insolvency and Bankruptcy Code, all Prospective Resolution Applicants are required to ensure strict compliance with the eligibility criteria prescribed under Section 29A, Applicant shall submit declaration cum undertaking under Section 29A of the Code in the format set out in “**Annexure F**”; (v) declaration cum undertaking in the format set out in “**Annexure G**”; (vii) applicable Refundable Deposit (in the format set out in “**Annexure H**”, in case of a bank guarantee); and (viii) duly filled checklist for submission of EOI in the format set out in “**Annexure J**”.
- 5.2. The EOI in the prescribed format, along with all annexures and the applicable Refundable Deposit, is required to be submitted via email to **ip.guptapower@gmail.com** and the hard copy of the same is to be mailed in a sealed envelope at below mentioned address through speed post / registered post or by hand delivery latest by **Last Date**. The subject line of the email and the superscription on the sealed envelope (*for the hard copy*) should be “**Expression of Interest for Gupta Power Infrastructure Limited**” and the same must be addressed in the name of Pradeep Kumar Kabra, Interim Resolution Professional/ Resolution Professional for Gupta Power Infrastructure Limited, **3rd Floor, Regus Business Centre, New City Light Road, Surat – 395007, Gujarat**.
- 5.3. In case of any discrepancy in the EOI submitted by a PRA in soft copy and physical form, the physical copy would prevail. Further, in case of any such discrepancy, the IRP/RP and the CoC also reserve their rights to seek clarifications from the PRAs and/or reject the EOI, in their sole discretion.

## **6. LAST DATE FOR SUBMISSION OF EOI**

- 6.1. The last date for submission of EOI (strictly in the format prescribed herein) is **6 PM (18:00 hours IST), 10<sup>th</sup> December, 2025** (“**Last Date**”). Provided that the Resolution Professional may extend the Last Date, with consent/ approval/ ratification of the CoC (at its sole discretion). Provided further, that the IRP/RP (with CoC consent/ approval/ ratification) has the right to accept or reject any EOI submitted after the last date for submission of EOI in terms of the IEOI.
- 6.2. In case the Last Day happens to be a holiday in Surat, Gujarat/ Kolkata/ Odisha, the next working day will be deemed as the Last Date.
- 6.3. All the EOIs received on or before the Last Date will be reviewed by the IRP/RP.
- 6.4. Access to IM, RFRP, Data Room, and other relevant information pertaining to the CIRP of GPIL shall be provided to qualified and shortlisted PRAs appearing in the final list.
- 6.5. The qualified and shortlisted PRAs appearing in the final list shall be required to submit their resolution plan, in accordance with the provisions of IBC and the CIRP Regulations and in accordance with the provisions set out in the RFRP, on or before the date as may be communicated to the PRAs.

6.6. The Last Date may be extended from time to time in accordance with applicable laws and such an extension shall not be considered as a fresh issuance or modification of the IEOI for the purpose of the CIRP Regulations.

## 7. REFUNDABLE DEPOSIT

7.1. Along with its EOI, all the PRAs shall be required to submit a non-interest bearing refundable deposit (as applicable in terms of the eligibility criteria as set out in **Annexure A**) by way of a direct bank deposit or by way of a demand draft or by way of a bank guarantee (“**Refundable Deposit**”).

7.2. In case of a direct bank deposit, the Refundable Deposit should be transferred in the following bank account of the Company:

Name of the Account holder	Gupta Power Infrastructure Limited – In CIRP
Account No:	44527582595
Account type	Current Account
Bank & Branch Name:	State Bank of India, New City light, Surat Branch
IFSC Code:	SBIN0018710

7.3. In case of submission of Refundable Deposit by way of a demand draft, the same should be submitted in favour of “**Gupta Power Infrastructure Limited – in CIRP**”.

7.4. In case of submission of the Refundable Deposit by way of bank guarantee, an unconditional and irrevocable bank guarantee from a scheduled commercial bank should be issued in favour of “**Gupta Power Infrastructure Limited – in CIRP**” with an initial validity period of 6 (six) months from the date of issuance, in the format set out in **Annexure H**. Further, the Refundable Deposit (submitted by way of a bank guarantee) shall be renewed/extended by the PRA from time to time, for such period, as may be desired by the Interim Resolution Professional/ Resolution Professional and/or CoC and within a period of 7 days from the receipt of such request from Interim Resolution Professional/ Resolution Professional and/or CoC, Failing which the Refundable Deposit may be liable to invocation in the sole discretion of the RP and/or CoC.

7.5. In case of entities with no domestic presence in India, i.e., overseas/foreign entities, mode of submission of Refundable Deposit shall only be through bank guarantee of scheduled commercial banks in India. In the alternative, if the PRA opts to remit the Refundable Deposit in foreign currency, any impact of foreign exchange fluctuation—whether gain or loss—shall be entirely borne by the PRA, without any recourse to the RP/GPIL/CoC.

7.6. Except if invoked earlier, the Refundable Deposit shall be refunded (without interest)/ returned within 30 business days of the occurrence of any of the following events (whichever occurs earlier):

- (a) Rejection of EOI of such PRA and/or non-inclusion of the PRA in the final list of eligible PRAs;
- (b) Withdrawal of the PRA from the resolution plan process (where such withdrawal is notified to the RP in writing) before submission of resolution plan;
- (c) PRA failing to submit the resolution plan by the respective due date.
- (d) Submission of resolution plan(s) as per the respective due date.

7.7. The Refundable Deposit submitted by the PRA may be forfeited/invoked at any time, upon the PRA being disqualified on the ground of occurrence of any of the following events:

- (a) The PRA is found to be ineligible in terms of Section 29A of the Code;
- (b) 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 Code;

- (c) There is found to be any misrepresentation in the EOI;
- (d) The PRA fails to renew/extend the validity period of the Refundable Deposit within 7 (seven) days from the request for such renewal/extension from the RP;
- (e) The RP (in consultation with the CoC) determines that the PRA has made a false or misleading declaration of eligibility to satisfy the Eligibility Criteria provided in this IEOI;
- (f) In case the PRA breaches any terms of the Confidentiality Undertaking.

It is clarified that any such forfeiture/invocation shall not limit any rights or remedies that the IRP/RP or CoC may have under applicable law or otherwise, against the PRA.

7.8 PRA shall be required to submit the Refundable Deposit of INR 5 Crores.

## **8. CONSORTIUM TERMS**

- 8.1. A person may submit EOI, individually and/ or as a constituent of a Consortium, where “**Consortium**” shall mean ‘*any person, acting together with another person as a consortium/joint bidder, whether incorporated or not, for the purpose of submission of the EOI and resolution plan in respect of the Corporate Debtor*’.
- 8.2. At least one of the members of the Consortium must hold or propose to hold at least 26% total equity participation or economic interest in the Consortium and such member must be designated as the ‘**Lead Partner**’. The Lead Partner nominated by the Consortium shall be the single point of contact on behalf of the Consortium with IRP/RP and the CoC (and each of their advisors and representatives) for all matters relating to the Consortium, the IEOI, and the resolution plan process in the CIRP of GPIL and such Lead Partner shall be duly authorized by each member of the Consortium to bind, represent and take decisions on behalf of the entire Consortium. To clarify, the identity of the Lead Partner must be communicated at the time of submission of the EOI. Further, the Lead Partner of the Consortium cannot be replaced post submission of EOI, without the approval of the CoC.
- 8.3. All members / constituents of the Consortium would need to have a minimum stake of 10% in the total equity participation or economic interest in the Consortium.
- 8.4. Where the EOI is being submitted by a Consortium, the EOI, along with all undertakings submitted pursuant to this IEOI shall, be signed by each member of the Consortium and where the EOI is submitted under the single signature of the Lead Partner (duly authorized by all other constituents of the Consortium), all the requisite undertakings in terms of this Invitation must be separately provided by each member of the Consortium.
- 8.5. The Consortium shall submit the copy of consortium agreement/MOU, if any, entered into between the Consortium members.
- 8.6. If any member of the Consortium is disqualified under Section 29A of the Code or terms of this IEOI, then the entire Consortium; i.e., all the members of such Consortium shall stand disqualified, except as otherwise permitted by the CoC in which case the CoC may, in its sole discretion, permit either the Lead Member or Lead Member and other members of the Consortium (who are not disqualified) to continue to participate in the process with revised participation interest.
- 8.7. In case any EOI applicant wishes to add/remove members to form or change a Consortium, the same may be allowed by the CoC in its sole discretion, subject to fulfilment of the mandatory eligibility conditions prescribed under this IEOI, the Code and the CIRP Regulations and upon submission of such documents and fulfillment of such conditions as may be required by the RP and/ or CoC (to their satisfaction) in that regard.

- 8.8. No dispute amongst the constituents of the Consortium (including the Lead Member), shall affect the obligations of the Consortium and/ or the members of the Consortium under the IEOI, EOI, RFRP, or the resolution plan submitted by the Consortium.
- 8.9. The Consortium would need to fulfill the Eligibility Criteria (as set out in Annexure A) on a weighted average basis. For these purposes, it is essential that a PRA submitting an EOI as a Consortium clearly specifies the equity participation or economic interest held by each member of the Consortium, as part of its EOI.

## **9. NOTES TO PRAs**

- 9.1. The RP and the CoC retain the right to issue clarifications, amendments, addendum and modifications to this Invitation, or to waive or relax any term or condition or its application, generally or in any particular case, in each case as they may deem fit in their sole discretion without assigning any reason and without any liability. The RP and the CoC also have the right to issue further supplements to this Invitation and retain the right to require additional documents from the PRAs without assigning any reason and without any liability. Any modifications or clarifications to this Invitation, in writing by the RP, shall be binding on the PRAs and shall be deemed to form a part of this Invitation, and shall not entitle the PRAs to seek any extension of timeline for submission of EOI. For the avoidance of doubt, it is clarified that, a clarification issued to this invitation by the Resolution Professional, shall not be considered as modification to or re-issuance of this Invitation in terms of the CIRP Regulations. PRAs are requested to regularly visit the website of the Corporate Debtor where any such clarifications would be uploaded.
- 9.2. The IRP/RP and the CoC reserve the right to cancel, amend, withdraw or modify the process (including the timelines) under this Invitation and to issue fresh IEOI / make revisions to the IEOI as they deem fit.
- 9.3. By virtue of submission of an EOI pursuant to this Invitation, it shall be deemed that PRAs unconditionally acknowledge and agree that, neither the PRA nor any of representatives of the PRA shall have any vested rights or claims whatsoever against the IRP/RP, GPIL, any member of the CoC or their respective directors, officials, agents, employees, and advisors, arising out of or relating to or in connection with this Invitation or in the CIRP of GPIL in any manner whatsoever.
- 9.4. The EOI must be unconditional and strictly in the format set out herein.
- 9.5. The PRAs must not be ineligible under Section 29A of the Code. The ineligibility criteria are set out based on Section 29A of the Code as applicable on the date of issuance of the IEOI and are subject to changes pursuant to the amendments in the Code, from time to time. The PRAs are required to stay updated on the amendments to the Code from time to time and any modifications to the ineligibility norms set out under Section 29A of the Code shall also apply to this IEOI, without the requirement of any further communication to be issued to the PRAs.
- 9.6. Amendments / Clarifications / Information regarding extension, if any, of time for submission of IEOI shall be communicated to the respective PRAs through email.
- 9.7. No oral conversations, communications or agreements with IRP/RP, member of the CoC, or any official, representative, affiliates, associate, advisor, agent, director, partner or employee of the RP or any member of the CoC shall affect or modify any terms of this EOI.
- 9.8. EOIs not fulfilling the conditions set out under applicable law and/or this IEOI are liable to be disqualified without any further communication.

- 9.9. By submitting EOI, each PRA shall be deemed to acknowledge that (i) it has carefully read the entire IEOI and has fully informed itself as to all existing conditions and limitations; and (ii) disqualification of the PRA due to non-compliance with Section 29A of the Code will not attract any litigation from PRA.
- 9.10. The PRAs must be capable of carrying on the business/ businesses of GPIL being bid for, and shall undertake in the EOI that such PRA meets the ‘fit & proper’ criteria as applicable to the running of such business/ businesses.
- 9.11. All PRAs who are desirous of submitting a resolution plan pursuant to the EOI in respect of the Corporate Debtor must read, understand and comply with all the requirements of the Code, CIRP Regulations and any other applicable laws for resolution plans and all matters under, pursuant to, in furtherance of or in relation to, this Invitation.
- 9.12. The EOI and other concerned documents shall be signed by the authorized signatory of the PRA, supported by evidence of authority of such person (such as Board resolution or resolution of any sub-committee of the board (if so authorized by the board) or Power of Attorney, authorizing such person to execute the EOI) and appropriately stamped / company seal (if any) affixed by the authorized representative of the PRA. Further, the annexures need to be executed on the stamp paper of adequate amount as applicable to the place of execution. Foreign/overseas entities submitting EOI are required to ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and the applicable stamp duty is paid in India before submission to the IRP/RP.
- 9.13. It may be noted that the EOIs of only those interested PRAs who meet the Eligibility Criteria specified herein shall be considered. The fulfilment of the Eligibility Criteria in the IEOI does not automatically entitle PRAs to participate in the CIRP, which will be subject to applicable laws and further conditions which may be stipulated by the IRP/RP or CoC, in their sole discretion, including those in relation to access to Data Room or as may be stipulated under the RFRP. Without prejudice to the generality of the above provisions, the IRP/RP / CoC reserves their right (without being bound to do so) to reject the EOI of any PRA and not include them in the provisional or final list of eligible PRAs, in the following events (including but not limited to): (a) If the EOI submitted by the PRA is incomplete or the PRA does not submit the documents as required under this Invitation; or (b) If the PRA does not submit such further documents or information as requested by the IRP/RP for conducting due diligence on the PRA; or (c) If any information/document provided by the PRA is false, incorrect, inaccurate, or misleading or in the opinion of the IRP/RP/ CoC, the PRA is not credible.
- 9.14. All the EOIs received will be reviewed by the IRP/RP in consultation with its advisors and CoC, and a provisional list of eligible PRAs shall be issued in accordance with the Code and CIRP Regulations.
- 9.15. By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire IEOI and has fully informed itself as to all existing conditions, limitations and applicable laws.
- 9.16. The IRP/RP/ CoC reserves the right to stipulate such conditions as they may deem fit in relation to the submission of a resolution plan in the interest of achieving the objectives of the Code including but not limited to the maximization of the value of the assets of the Company.
- 9.17. For any clarifications, please write to: [ip.guptapower@gmail.com](mailto:ip.guptapower@gmail.com), with the subject “**GPIL: CLARIFICATION IN RESPECT OF IEOI**”.

**Sd/-**

**CA. Pradeep Kumar Kabra**

IRP/RP for M/s Gupta Power Infrastructure Limited- in CIRP

IBBI Registration No.: IBBI/IPA-001/IP-P01104 /2017-18/11790

**ANNEXURES**

**Annexure A:** Eligibility Criteria

**Annexure B:** Format of EOI

**Annexure C:** Supporting documents required to be submitted with EOI

**Annexure D:** Details of the PRA

**Annexure E:** Format of Confidentiality Undertaking

**Annexure F:** Format of Declaration cum Undertaking under Section 29A of the Code

**Annexure G:** Format of Declaration cum Undertaking

**Annexure H:** Format of Refundable Deposit (in case of a bank guarantee)

**Annexure I:** Form G – Invitation for expression of interest for Gupta Power Infrastructure Limited

**Annexure J:** Checklist for submission of EOI

**ANNEXURE A: ELIGIBILITY CRITERIA**

Pursuant to the provisions of Section 25(2)(h) of the Code read with Regulation 36A of the CIRP Regulations, the RP hereby issues this IEOI inviting expressions of interest from eligible PRAs who fulfil the following eligibility criteria, including the requirement of net-worth /assets under management (“Eligibility Criteria”):

<b>Particulars</b>	<b>Private/Public Limited Company, LLP, Partnership Firm, Body Corporate ('Body Corporates'), whether incorporated in India or outside India</b>	<b>Financial Institutions (FI)/ Investment Funds / NBFC / Private Equity (PE) Investors/ARCs/ Venture Capital Funds/Foreign Investment Institutions ("FIIs")/AIFs</b>	<b>Individual investors</b>
Corporate Debtor as a “whole” and in a “consolidated” manner and as a “going concern” (i.e. including all assets that are in possession of the IRP/RP).	<p>1. Minimum net worth of <b>INR. 250 Crores (Rupees Two Hundred and Fifty Crores only)</b> or more as per latest audited Financial Statements i.e., as on 31<sup>st</sup> March, 2025.</p> <p>2. 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.</p>	<p><b>1. Minimum Assets Under Management (AUM):</b> Minimum asset under management (at individual or group level) of <b>INR. 1000 Crores (Rupees One Thousand Crores only)</b> or more as per latest audited Financial Statements i.e., as on 31<sup>st</sup> March, 2025.</p>	Any individual with a positive Net-worth of <b>INR. 150 Crores (Rupees One Hundred and Fifty Crores only)</b> or more as per latest audited Financial Statements i.e., as on 31 <sup>st</sup> March, 2025.

**IMPORTANT NOTES ON APPLICABILITY OF ELIGIBILITY CRITERIA:**

1. For the purposes of demonstrating the satisfaction of the Eligibility Criteria, the PRA can rely on the credentials of any entity: (i) which Controls the PRA, and whose consolidated accounts (wherever required under applicable laws) include the financials of the PRA; or (ii) is under the Control of entity Controlling the PRA, whose consolidated accounts (wherever required under applicable laws) include the financials of such entity (“**Controlling Entity**”). Provided that such PRA may rely on the credentials only if such Controlling Entity has provided a board resolution or similar authorization (i.e., such as a letter typed on its letterhead and duly executed by a key managerial personnel or director) agreeing for use of its credentials to evidence eligibility of such PRA in the CIRP of Gupta Power Infrastructure Limited.

For the above purposes, “**Control**” shall include 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 terms “**Controlling**” / “**Controlled**” / “**Controls**” shall be construed accordingly.

2. For Companies, ‘*Net Worth*’ shall mean ‘*the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written*

*off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation’.*

*For Limited Liability Partnerships (“LLP”), ‘Net Worth’ shall mean ‘the aggregate value of the partners’ contribution and all reserves created out of the profits of the LLP, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation’.*

*For Alternative Investment Funds (“AIF”), ‘Net Worth’ shall mean ‘the maximum permissible investment limit from ‘investable funds’ for that particular AIF, as per SEBI (Alternative Investment Funds) Regulations, 2012, in a single investee entity’.*

3. For entities (other than AIF) proposing to meet the financial criteria through ‘Assets Under Management’ or ‘Net Worth’ shall be considered as ‘25% of their Assets Under Management’ or ‘100% of available capital for investment’.

*The expression ‘Assets Under Management’ shall be defined as “total funds deployed + un-deployed committed capital” or “value of loan book / instruments”.*

4. Net Worth/ Assets Under Management criteria shall be calculated as per the latest available audited annual accounts which shall not be earlier than 31<sup>st</sup> March, 2025, and shall be duly certified by statutory auditor of the PRA/ practicing Chartered Accountant. Provided that the PRAs may also demonstrate eligibility (a) by submission of certificate showing calculation as on or after 31 March 2024, duly certified by statutory auditor of the PRA/ practicing Chartered Accountant or (b) based on the latest audited annual accounts not older than 31<sup>st</sup> March, 2025.
6. In case PRAs are located outside India, then for the demonstration of the relevant Eligibility Criteria, the currency conversion rate shall be as per the reference rates published by the Reserve Bank of India on its website for different currencies. Such rate should be of the day immediately preceding the date of EOI, or as near to the date as possible (only in case the rate is unavailable on the preceding date) and the date of which the rates have been used should also be indicated in the EOI.
7. Any entity which has been barred by the Central/ State Government/or any other relevant regulator, or any entity acting jointly or in concert or Controlled by them, from operating or engaging in its business, as on the date of submission of the EOI, would not be eligible to submit the EOI, either individually or as member of a Consortium and its ‘net worth’ can also not be taken into consideration for the purposes of meeting the Eligibility Criteria. In case any such prohibition is imposed after the submission of the EOI, then such applicant shall be disqualified. In case the IRP/RP or the CoC subsequently becomes aware or is made aware of any disqualification of the PRA, then they shall have a right to disqualify such PRA from the resolution process and forfeit the Refundable Deposit.
8. The Eligibility Criteria is determined with the approval of CoC of the Corporate Debtor and may be amended or changed at any stage. The RP/ CoC reserve the right to cancel or modify the process and/or reject/ disqualify any interested party/bid/offer at any stage of the resolution process and without any liability.
9. In case consortium is of Private/ Public Limited Companies/ LLP/ Body Corporate/ any other Potential Resolution Applicants, net worth of the Consortium shall be calculated as an aggregate of weighted average of individual member’s net worth proportionate to their respective shareholding in the consortium. [(% equity contribution of member 1 x net worth of member 1) + (% equity contribution of member 2 x net worth of member 2) + (%equity contribution of member 3 x net worth of member 3) + member n].

10. In case of consortium of Financial Investors, the minimum AUM of consortium shall be calculated as an aggregate of weighted average of individual member's AUM proportionate to their respective shareholding in the consortium.
11. The shareholding of the special purpose vehicle (SPV) incorporated by the consortium shall be same as the shareholding of members in consortium. In SPV, no new shareholder, other than consortium members mentioned in EOI, can be added.

## **PROVISIONS OF SECTION 29A OF IBC**

Potential Resolution Applicant must be eligible to submit Resolution Plan in accordance with provision of Section 29A of IBC. For this purpose, the Potential Resolution Applicant should give an Undertaking supported by affidavit as set out in "Annexure-F" hereto stating that it does not suffer from any disqualification provided in Section 29A of IBC. In case of Resolution Applicants submitting the Resolution Plan jointly, the declaration and affidavit needs to be submitted by each such Resolution Applicant. However, a Resolution Applicant(s) suffering from a disqualification under Section 29A(c) may submit a resolution plan, provided that it undertakes that it will make payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan and that it will submit a written acknowledgement of such payment at least one day before the last day of submission of resolution plan.

## **EXCHANGE RATE**

For the purpose of evaluation of the EOI, the exchange rate to be used for conversion into INR (Indian Rupees) shall be RBI Reference rate on the last working day that precedes the date of the EOI.

**ANNEXURE B: FORMAT OF EOI**

*[On the letter head of the company/ in case of consortium- the Lead Partner submitting the EOI]*

To,

CA IP Pradeep Kumar Kabra

IBBI Registration No.: IBBI/IPA-001/IP-P01104 /2017-18/11790

Interim Resolution Professional/ Resolution Professional for  
Gupta Power Infrastructure Limited- in CIRP

**Subject:** Expression of Interest (“EoI”) for submitting Resolution Plan for Gupta Power Infrastructure Limited- in CIRP (“Corporate Debtor” or “Company”) undergoing Corporate Insolvency Resolution Process (“CIRP”).

Dear Sir,

In response to the advertisement published in the newspapers on 25<sup>th</sup> November, 2025 ("Advertisement") inviting EOI for submission of Resolution Plans as per the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder ("Code"), we confirm that we have understood the eligibility criteria mentioned in the Invitation for Expression of Interest dated [insert] (“IEOI”) for the Corporate Debtor and meet the necessary thresholds mentioned therein and we hereby submit our unconditional EOI for submission of a Resolution Plan for the Corporate Debtor in compliance with the provisions of the Code read with the IEOI. We have attached the necessary information requested in the IEOI. The information furnished by us in this EOI is true, correct, complete, and accurate in all respects and no material information has been omitted or concealed.

I, \_\_\_\_\_, [insert name of the signatory] confirm that I am duly authorized to submit this EOI on behalf of \_\_\_\_\_[insert the name of the entity submitting the EOI].

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

Sr. No.	Name of Consortium Member	Type of Entity	Participating Interest

We [●], are the Lead Member of the Consortium, pursuant to [●] (copy enclosed herewith).] **[Note: To be retained only in case of EOI being submitted by a Consortium]**

We understand and confirm that:

- a. we accept the terms and conditions set out in the IEOI.
- b. the EOI will be evaluated by the Interim Resolution Professional (IRP/RP) of the Corporate Debtor along with the Committee of Creditors (CoC), based on the information provided in this EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Company.
- c. the RP and the CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan in the CIRP of the Company and may reject the EOI submitted by us and not include us in the provisional or final list of eligible prospective resolution applicants.

- d. the IRP/RP and the CoC reserve the right to conduct due diligence on us and/or request for additional information or clarification from us for the purposes of evaluating the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of Resolution Professional or the CoC may lead to rejection of our EOI.
- e. meeting the qualification criteria set out in IEOI alone does not automatically entitle us to participate in the next stage of the process.
- f. we/ our related parties have not withdrawn from or failed to implement or contributed to the failure of implementation of any other resolution plan approved by the committee of creditors or the Hon'ble NCLT at any time in the past.
- g. If any false, misleading, incomplete or inaccurate information or record has been submitted by us, it will render us ineligible to participate in the process.
- h. we confirm that, pursuant to the board resolution dated [●], we have been duly authorized by our [board of directors/governing body] to undertake all such acts and deeds, as may be required or necessary for the purpose of submission of EOI.
- i. [we are authorized to submit this EOI on behalf of [●], [●] (insert the name of members of the Consortium)] (Applicable only in case EOI is being submitted by a consortium)].
- j. we have read and understood the terms of the IEOI and the provisions of the Code, and that, along with our IEOI, we have also enclosed all information/documents (including those required for the proof of our eligibility) as required in the IEOI in compliance with the terms of the IEOI and the provisions of the Code.
- k. the RP may, on the directions of the CoC, have the right to cancel the process without any prior intimation to us or modify or vary the terms without assigning any reason, whatsoever and without any liability. Any clarifications, amendment or extensions of time, etc. in relation to the process would be updated on the website of the Corporate Debtor and the RP is not required to separately intimate us in this respect. We are aware that the timelines for diligence and other processes will not be extended without prior approval of the IRP/RP/ CoC, which approval may be provided by the IRP/RP/ CoC at their sole discretion. No financial obligation shall accrue to the IRP/RP or the Corporate Debtor in such an event.
- l. the Corporate Debtor is on an “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the IRP/RP, CoC, or their respective advisors or representatives will not be providing any representations or warranties.
- m. we will continue to meet the eligibility criteria throughout the process, and will immediately intimate the RP of any change in the information provided by us along with our EOI, which may impact our ability to satisfy the eligibility criteria or participate in this process.
- n. The IRP/RP and the Corporate Debtor shall, in no circumstances, be responsible to bear or reimburse any expenses or costs incurred by us in respect of submission of this EOI.
- o. Information Memorandum and access to virtual data room will be provided to the qualified and shortlisted Resolution Applicants as per the provisions of Code after the submission of a confidentiality undertaking and other documents required in terms of this EOI and the provisions of the Code.

p. If we are shortlisted, we will submit the Resolution Plan in compliance with the provisions of the Insolvency & Bankruptcy Code, 2016, as amended and the regulations framed thereunder within the timelines laid down by the IRP/RP/CoC.

Thanking you.  
Yours truly.

On behalf of the firm/company/organization: Signature: Name of signatory:

Designation: Company Seal/stamp Place:  
Date:

Enclosures: Annexures

**ANNEXURE C: SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI**

1. Profile of PRA (as per Annexure D), including subsidiaries (wholly-owned subsidiary and partly-owned subsidiary, if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel
2. Legal Documents: Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) or other equivalent organizational/charter documents of PRA.
3. Copy of PAN card, GST number or equivalent documents as applicable.
4. Certified true copies of Audited financial statements of immediately preceding 3 (three) years of RA and/ or its promoter/ promoter group or any other group company as per eligibility criteria and Certificate from Statutory Auditor or practicing Chartered Accountant, as required under Annexure A.
5. A notarized declaration from PRA in order to demonstrate that the PRA satisfies the requirement of Annexure A, in case it relies on the credentials of any entity other than the PRA, for the purposes of meeting the Eligibility Criteria. Please note that in such a scenario, the PRA shall provide all relevant documents, as may be required by the IRP/RP/CoC to check if the PRA meets the Eligibility Criteria.
6. In case of an EOI from a consortium, copy of a consortium agreement and other relevant documents as required by the RP/CoC in relation to each member of the Consortium, providing the details of total equity participation/economic interest of each member of Consortium in the Consortium.
7. Any other documents/information/undertaking prescribed herein as well as additional information which the PRA finds necessary to share or as may be notified by the IRP/RP/CoC from time to time.

**ANNEXURE D: DETAILS OF THE PRA**

**1. Name and address (with proof) of the PRA:**

Name:  
Address (with proof):  
Telephone No.:  
Fax No.:  
Email:

**2. Date of establishment of PRA and copies of relevant documents:**

**3. Core area of expertise of PRA:**

**4. Contact Person:**

Name:  
Designation:  
Telephone No:  
Mobile No.:  
Email:

**5. PAN No. and / or CIN No. and / or Aadhar No. or equivalent details of PRA and copies of documents:**

**6. Financial Profile:**

(i) Financial Profile (consolidated / standalone as applicable):

<b>Relevant Date</b>	<b>Relevant Parameter used to meet the Eligibility Criteria in Annexure A</b>
As on 31 <sup>st</sup> March, 2023	
As on 31 <sup>st</sup> March, 2024	
As on 31 <sup>st</sup> March, 2025	

(ii) Experience of the PRA in the relevant sector(s).

(iii) History if any, of the PRA or its related entities being declared a ‘wilful defaulter’ or ‘non-cooperative borrower’ or ‘non-impaired asset’ or ‘non-performing asset’.

(iv) Experience of the PRA in acquisition / turnaround of stressed assets

(v) Latest Credit Rating, if any (copy to be enclosed)

(vi) Profile of PRA including subsidiaries (wholly-owned subsidiary and partly-owned subsidiary, if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel.

**(Note: In case of Consortium, the details set out above are to be provided for each of the member of the Consortium)**

**ANNEXURE E: FORMAT OF CONFIDENTIALITY UNDERTAKING**

*[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Interim Resolution Professional/Resolution Professional.*

*Each page of the undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]*

To,

CA IP Pradeep Kumar Kabra

IBBI Registration No.: IBBI/IPA-001/IP-P01104 /2017-18/11790

Interim Resolution Professional/ Resolution Professional for  
Gupta Power Infrastructure Limited- in CIRP

Re: Corporate Insolvency Resolution Process of Gupta Power Infrastructure Limited– Confidentiality Undertaking (“**Undertaking**”)

Dear Sir,

Gupta Power Infrastructure Limited, a company incorporated under the Companies Act, 1956 having its registered office at EN-62, Sector-V, 7th Floor, Salt Lake City, Kolkata, West Bengal, India, 700091 (“Company” or “Corporate Debtor” or “Disclosing Party”, as the context may require, which shall include the IRP/RP (as defined hereinafter) and any of their officers, employees, advisors, duly authorized attorneys, accountants) is currently undergoing corporate insolvency resolution process (“CIRP”) under the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder (“Code”), pursuant to the order dated 26.09.2025 (received on 27.09.2025) passed by Hon’ble National Company Law Tribunal, Kolkata Bench (“NCLT”);

The NCLT had appointed Pradeep Kumar Kabra, being a registered insolvency professional with IP Registration No.: IBBI/IPA-001/IP-P01104/2017-18/11790, as the interim resolution professional for the Company. As per the provisions of the Code, the IRP/RP is under an obligation to provide the ‘relevant information’ (as defined under the Code) to the prospective resolution applicants.

In view of the above, the IRP/RP will be sharing the relevant information, comprising/ containing certain Confidential Information (as defined in Clause 1 below) with us, [insert name and description of the PRAJ (“Recipient”/ “Resolution Applicant”) for the purpose of preparation, submission and negotiation of the resolution plan (“**Resolution Plan**”) by us in the CIRP of the Company (“**Purpose**”) and accordingly, the Resolution Applicant has agreed to execute this Undertaking to be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

**NOW THEREFORE**, the Resolution Applicant agrees, acknowledges, confirms, and undertakes as follows:

1. **“Confidential Information”** shall mean all information, whether in written, oral, pictorial, electronic, visual or any other form, including information in the virtual data room (“VDR”), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process, provided by or on behalf of the Disclosing Party or any of its affiliates or advisers to me/us. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
  - a. any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, financial position of the Company;
  - b. any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
  - c. any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
  - d. any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
  - e. any information belonging to identified third parties with whom the Company has business dealings;
  - f. any proposed business deals, contracts or agreements to which Company is party;
  - g. any information relating to disputes, litigations, proceedings filed by or against the Company;
  - h. the information memorandum in respect of the Company prepared under the provisions of the Code and ‘relevant information’ under Section 29 of the Code as well as the information contained in VDR;
  - i. contents of its Resolution Plan;
  - j. particulars of any negotiations conducted with the committee of creditors (“CoC”) on its Resolution Plan;
  - k. financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as process of negotiation with the Recipient; and
1. any information which is derived/generated from or copied from or reflects the abovementioned information.

2. The Recipient shall at all times observe the following terms:
  - a. it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
  - b. it shall not, directly or indirectly, use the Confidential Information for: (i) any purpose other than the Purpose; or (ii) causing an undue gain or undue loss to itself or any other person;

- c. it shall comply with the requirements under sub-section (2) of section 29 of the Code;
- d. it shall comply with provisions of law for the time being in force relating to confidentiality and insider trading;
- e. it shall protect any intellectual property of the corporate debtor it may have access to;
- f. it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except to its Representatives in the manner provided below) without the prior consent of the Disclosing Party;
- g. it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “**Representatives**”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Undertaking. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Undertaking. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Undertaking by the Recipient. For the purposes of this Undertaking, the term “Affiliate” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “Control” shall have the meaning ascribed to the term under the Companies Act, 2013. The terms “**Controlling**” and “**Controlled by**” or “**under common Control**” shall have corresponding meanings;
- h. it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- i. it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
- j. it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Undertaking or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
- k. it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Undertaking; and
- l. it shall protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner.

3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:

- a. is or becomes available to the public domain without breach of this Undertaking by the Recipient; or

- b. is disclosed with the prior written approval of the Disclosing Party; or
- c. was in the possession of the Recipient prior to its disclosure to them under this Undertaking from another source which was not under any obligation of confidentiality, which is evidenced from the records of the Recipient; or
- d. is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, and promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such Disclosure or discuss the extent of disclosure by the Recipient.

4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Undertaking or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
5. For the avoidance of doubt, nothing in this Undertaking shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Undertaking, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the veracity, accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any acts, omissions, or decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.
7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and the committee of creditors of the Corporate Debtor ("CoC") and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Undertaking and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Undertaking, in addition to and without prejudice to, any other remedies available to the Disclosing Party and the CoC under applicable law or in equity.
8. The Recipient shall indemnify and hold harmless the Disclosing Party and the CoC against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Undertaking, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
9. The Recipient shall not, without prior written consent of the Disclosing Party and the CoC, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or Disclosing Party in relation to the corporate insolvency resolution process of the Company.

10. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

**For Disclosing Party/IRP**

**Contact Person:** CA IP Pradeep Kumar Kabra

**Postal address:** 3rd Floor, Regus Business Centre, New City Light Road, Surat – 395007, Gujarat

**E-mail Id:** ip.guptapower@gmail.com

**For Recipient/Resolution Applicant**

Postal Address:

Contact Person:

Email:

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

11. If any provision of this Undertaking is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Undertaking as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Undertaking as though the provision had never been included, in either case, the remaining provisions of this Undertaking shall remain in full force and effect.
12. No amendments, changes or modifications of any provision of this Undertaking shall be valid, except by an undertaking in writing signed by the Recipient and acknowledged and accepted by the Disclosing Party.
13. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
14. The Recipient shall not assign or transfer its rights or obligations contained in this Undertaking or any interest therein without the prior written consent of the Disclosing Party.
15. This Undertaking shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts/tribunals at Kolkata and National Company Law Tribunal, Kolkata bench (as applicable).
16. The Undertaking shall be in conjunction to any other undertakings provided by us to the Disclosing Parties.

17. Nothing in this Undertaking shall have the effect of limiting or restricting any liability arising because of fraud or willful default.
18. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform the obligations under this Undertaking.
19. This Undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the Disclosing Party to forfeit the refundable deposit in terms thereof.

**IN WITNESS WHEREOF**, the Resolution Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

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

**Name:**  
**Designation:**

**ANNEXURE F: FORMAT OF DECLARATION CUM UNDERTAKING UNDER SECTION  
29A OF THE CODE**

*[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.]*

*Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]*

**In the matter of Corporate Insolvency Resolution Process of Gupta Power Infrastructure Limited  
under the provisions of the Insolvency and Bankruptcy Code, 2016**

I, [Name of Signatory], son of / daughter of [Name of Signatory's father] aged [Age of Signatory] resident of [Address of Signatory], the authorized signatory, on behalf of [insert name and description of the PRA] ("Resolution Applicant", a term which also includes any person acting jointly with the Resolution Applicant), duly authorized by the Resolution Applicant in terms of the board resolution dated [insert], which continues to be valid and subsisting as on the date of this declaration cum undertaking, do hereby solemnly affirm, state and declare to the committee of creditors ("CoC") of Gupta Power Infrastructure Limited ("GPIL" or "Company") and the resolution professional of the Company ("RP") as follows:

1. That I am duly authorized and competent to make and affirm the instant declaration cum undertaking for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. I hereby unconditionally state, submit and confirm that the Resolution Applicant is not disqualified from submitting an expression of interest in respect of the Company, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 read with the rules and regulations framed thereunder, as amended from time to time ("Code").
3. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) of (i) the Resolution Applicant; or (ii) any person acting jointly or in concert with the Resolution Applicant (a list of such 'connected person' is set out in the Annexure hereto):
  - a. is an undischarged insolvent;
  - b. is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
  - c. is at the time of submission of the expression of interest and / or resolution plan a person who,
    - i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or

ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force;

and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of expression of interest and / or resolution plan.<sup>1</sup>

d. has been convicted for any offence punishable with imprisonment<sup>2</sup>

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

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

e. is disqualified to act as a director under the Companies Act, 2013;<sup>3</sup>

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;<sup>4</sup>

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

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

4. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure of relevant information and records in respect of itself, and all its connected persons as required under Regulation 36A(7)(D) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, for the assessment of its eligibility under Section 29A of the Code, as applicable to the corporate insolvency resolution process of the Company.

5. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents, records and information as may be required by the RP or the CoC to verify the statements made under this declaration cum undertaking.

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

7. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or a person acting jointly or in concert with 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 during the corporate insolvency resolution process of the Company, after the submission of this declaration cum undertaking.
8. That this declaration cum undertaking shall be governed in accordance with the laws of India and courts/tribunals at Kolkata and National Company Law Tribunal, Kolkata bench (as applicable) shall have the exclusive jurisdiction over any dispute arising under this declaration cum undertaking.
9. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the CoC to forfeit the refundable deposit in terms thereof.

**IN WITNESS WHEREOF**, the Resolution Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

Signed by  
for and on behalf of  
the Resolution Applicant

**Name:**  
**Designation:**

**Annexure – List of Connected Persons**

**Notes:**

<sup>1</sup> *Nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the Corporate Debtor.*

*Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the Corporate Debtor and is a related party of the Corporate Debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, prior to the insolvency commencement date.*

*Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;*

<sup>2</sup> *This clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code*

<sup>3</sup> *This clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A of the Code.*

<sup>4</sup> *This clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the Resolution Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction*

**ANNEXURE G: DECLARATION CUM UNDERTAKING**

*[To be submitted on non-judicial stamp paper of appropriate value as per the stamp act applicable to the place of execution. In case of Consortium, to be submitted by each member of the Consortium. Foreign companies submitting expression of interest / resolution plan are required to follow the applicable law in their country and ensure that the documents submitted as part of the EOI are appropriately apostilled/consularised, and stamp duty is paid in India before submission to Resolution Professional.]*

*Each page of the declaration cum undertaking is required to be signed by the prospective resolution applicant at the bottom of the page and on the execution page, the signatory must affix his/her full signature and additionally affix the rubber stamp seal of the PRA. Kindly fill in the requisite details in each of the items where information is left blank or has been sought]*

**In the matter of Corporate Insolvency Resolution Process of Gupta Power Infrastructure Limited (“GPIL”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”)**

I, [Name of Signatory], son of / daughter of [Name of Signatory’s father] aged [Age of Signatory] resident of [Address of Signatory], the authorized signatory, on behalf of [insert name and description of the PRA] (“**Applicant**”), duly authorized by the Applicant in terms of the board resolution dated [insert], which continues to be valid and subsisting as on the date of this declaration cum undertaking, do hereby solemnly affirm, state and declare as under:

1. That the Applicant meets the eligibility criteria specified by the committee of creditors of GPIL under clause (h) of sub-section (2) of section 25 of the Code and has provided relevant records in evidence of meeting such criteria.
2. That the Applicant does not suffer from any ineligibility under Section 29A of the Code to the extent applicable to the Applicant and has provided relevant information and records to enable an assessment of the same.
3. That the Applicant shall intimate the resolution professional of GPIL forthwith if it becomes ineligible at any time during the corporate insolvency resolution process of GPIL.
4. That every information and records provided in expression of interest submitted by the Applicant is true and correct and discovery of any false information or record at any time will render the Applicant ineligible to submit resolution plan and shall make the Applicant liable for forfeiture of the refundable deposit in terms of the detailed invitation for expression of interest and shall also attract penal action under the Code against the Applicant.
5. This declaration cum undertaking forms an integral part of the expression of interest and any breach hereof would be considered as a breach of the invitation for the expression of interest and entitle the committee of creditors of GPIL to forfeit the refundable deposit in terms thereof.

**IN WITNESS WHEREOF**, the Applicant hereto has caused their duly authorized representatives to set their hands the day and year first above written.

Signed by  
for and on behalf of  
the Applicant

**Name:**  
**Designation:**

**ANNEXURE H: FORMAT OF REFUNDABLE DEPOSIT (IN CASE OF A BANK  
GUARANTEE)**

*(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution, which should be in the name of the guarantor bank)*

**To**  
**CA IP Pradeep Kumar Kabra**  
**Interim Resolution Professional/ Resolution Professional**  
**Gupta Power Infrastructure Limited**  
**E-mail ID for correspondence:** ip.guptapower@gmail.com

**Issue Date:** \_\_\_\_ [Date of actual issuance will come here].

**Guarantee Type:** Bank Guarantee

**Guarantor Bank:** \_\_\_\_

**Address:** \_\_\_\_

**E-mail:** \_\_\_\_

**Applicant:** \_\_\_\_

**Beneficiary:** **Gupta Power Infrastructure Limited** (acting on behalf of the Committee of Creditors of Gupta Power Infrastructure Limited)

**Guarantee Amount and Currency:** INR [•]

**Expiry Date:** [•] (“BG Validity Period”)

**Claim Period:** The Guarantor Bank agree that the guarantee herein contained shall remain in full force and effect and can be invoked till the period of 12 months after the BG Validity Period (“**Claim Period**”).

**Demand:** Any demand under this Guarantee can be made by the Beneficiary.

1. In consideration of [*Insert name of the Prospective Resolution Applicant*] (hereinafter called the “**Prospective Resolution Applicant**”) agreeing to undertake the obligations under the Invitation for Expression of Interest dated [ ] (hereinafter called “**IEOI**”) issued by the Resolution Professional of **Gupta Power Infrastructure Limited** (hereinafter called the “**Company**”), the [*Insert name and address of the bank issuing the guarantee and address of the office*] (hereinafter called the “**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to **Gupta Power Infrastructure Limited** (hereinafter referred to as “**Beneficiary**”) forthwith on demand in writing from the Beneficiary or any officer authorised by it in this behalf, any amount up to and not exceeding **INR [•]/-** on behalf of [*Insert name of the Prospective Resolution Applicant*] (“**Guarantee**” or “**Bank Guarantee**”)].
2. This Bank Guarantee shall be valid and binding on the Guarantor Bank up to and including [•], 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 and 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 Prospective Resolution Applicant and the Beneficiary.

3. We, [Insert name of Guarantor Bank] do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur or protest, merely on a demand from the Beneficiary, as above. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Bank Guarantee.
4. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Bank Guarantee. The Beneficiary shall have a right to invoke this Bank Guarantee, as many times as it deems fit, either in part or in full, as it may deem. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding [●].
5. The demand letter shall state the bank and account details of the beneficiary, where the Bank Guarantee amount is to be paid by the Guarantor Bank.
6. We undertake to pay any money so demanded as per the demand letter above notwithstanding any dispute or disputes raised by the Prospective Resolution Applicant or anyone else including in any suit or proceeding pending before any Court or Tribunal relating thereto. Our liability under this present being absolute and unequivocal.
7. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Prospective Resolution Applicant] and / or any other person. 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. The Guarantor Bank shall not require the Beneficiary to justify for the invocation of this Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary in respect of any payment made hereunder.
8. The Guarantor Bank's obligations are absolute, irrevocable and unconditional irrespective of any dispute or disputes raised by the Prospective Resolution Applicant or anyone else including in any suit or proceeding pending before any court or tribunal relating thereto or irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defences or other rights that may have at any time and from time to time against the Guarantor Bank, whether in connection with this Bank Guarantee, any such document or otherwise, or any substitution, release or exchange of any other guarantee of, or security or support for, any of the guaranteed obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defence of a surety or guarantor, it being the intent of this clause that the Guarantor Bank's obligations hereunder shall be absolute and unconditional under any and all circumstances.
9. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the Prospective Resolution Applicant shall have no claim against us for making such payment.
10. We, the Guarantor Bank, further agree that the Guarantee herein contained shall remain in full force and effect up to and including [●]. The Beneficiary shall be entitled to invoke this Bank Guarantee by issuance of a written demand.
11. We, the Guarantor Bank, further agree that the Beneficiary/ its resolution professional/ its committee of creditors shall have the fullest liberty without our consent to vary any of the terms and conditions of the IEOI or any of the powers exercisable by the Committee of Creditors against the said Prospective Resolution Applicant and to forbear or enforce any of the terms and conditions of IEOI. We shall not be relieved from our liability by any reason of any such

variation or extension being granted to the said Prospective Resolution Applicant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

12. This Bank Guarantee shall be valid and binding on the Guarantor Bank and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability 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 parties. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.
13. This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts/tribunals at Kolkata and National Company Law Tribunal, Kolkata bench (as applicable) shall have exclusive jurisdiction. The Guarantor Bank represents that this 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.
14. This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Beneficiary shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Prospective Resolution Applicant, to make any claim against or any demand on the Prospective Resolution Applicant or to give any notice to the Prospective Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Prospective Resolution Applicant. We, [●], lastly undertake not to revoke this Bank Guarantee during its currency.
15. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to and shall not exceed INR [●]/- and it shall remain in force up to and including [●] (being the date of expiry of the Guarantee). Further, a claim period of 12 (twelve) months after the BG Validity Period (being the Claim Period) is available to you to make a demand under this Guarantee. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only if the Beneficiary serves upon us a written claim or demand during the BG Validity Period or during the Claim Period.
16. All claims under this Bank Guarantee shall be payable at Surat, Gujarat.

The Guarantor Bank, through its authorised officer, has set its hand and stamp on this ..... day of ..... at .....

Attorney as per power of attorney No .....

For:

...

[Insert Name of the Bank]

Banker's Stamp and Full Address:

**ANNEXURE I: FORM G - INVITATION FOR EXPRESSION OF INTEREST FOR  
GUPTA POWER INFRASTRUCTURE LIMITED**

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

<b>RELEVANT PARTICULARS</b>		
1.	Name of the corporate debtor along with PAN/ CIN/ LLP no	Gupta Power Infrastructure Limited U31300WB1961PLC025104
2.	Address of the registered office :	<b>Current Registered Office:</b> En-62, Sector-V 7th Floor, Salt Lake City, Kolkata, West Bengal, India, 700091.
3.	URL of website	<a href="https://guptapower.com/">https://guptapower.com/</a>
4.	Details of place where the majority of fixed assets are located.	The company has a geographically diverse manufacturing base with facilities located in Khurda - Odisha (East India), Gummudipoondi - Chennai (South India) and Kashipur- Uttarakhand (North India), along with multiple EPC sites across India. As per the available information, its other fixed assets are situated at Rajarhat (West Bengal), together with various land parcels across districts of Odisha and in Halol (Gujarat).
5.	Installed capacity of main products/ services.	The company's product portfolio comprises of aluminium, aluminium-alloy, and aluminium-steel reinforced conductors, high-tension and low-tension power cables, control cables, instrumentation and signal cables, Ariel bunched cables, and industrial cables. The company also undertakes EPC contracts for power transformation stations and transmission lines etc and domestic cables retail segment under the brand name of 'Rhino'. Overall Capacity was approx. up to 1,50,000 MT per annum.
6.	Quantity and value of main products/ services sold in last financial year	Not Known* <b>Note:</b> As per the last available financial statements sale of products in the F.Y. 2021-22 was Rs. 34,59,77,70,000/- and sale of services in the F.Y. 2021-22 was Rs. 2,44,73,44,000/-.
7.	Number of employees/ workmen	Not Known* <b>Note:</b> Operations at the Kashipur (Uttarakhand) facility are ongoing. Depending on operational requirements of the CD, the workforce presently deployed — including employees and contractual workmen — ranges up to approximately 500 personnel.
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors, relevant dates for subsequent events of the process are available at:	Details can be sought in electronic form by email at: <a href="mailto:ip.guptapower@gmail.com">ip.guptapower@gmail.com</a>
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at	The Resolution Applicants must be eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016. Details are available in detailed IEOI, which can be sought in electronic form by email at: <a href="mailto:ip.guptapower@gmail.com">ip.guptapower@gmail.com</a>
10.	Last date for receipt of expression of	10 <sup>th</sup> December, 2025
11.	Date of issue of the provisional list of prospective resolution applicants	20 <sup>th</sup> December, 2025
12.	Last date for submission of objections to provisional list applicants	26 <sup>th</sup> December, 2025
13.	Date of issue of final list of prospective resolution applicants	30 <sup>th</sup> December, 2025
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution	03 <sup>rd</sup> January, 2026
15.	Last date for submission of resolution	03 <sup>rd</sup> February, 2026
16.	Process email ID to submit EOI	<a href="mailto:ip.guptapower@gmail.com">ip.guptapower@gmail.com</a>

**ANNEXURE J: CHECKLIST FOR SUBMISSION OF EOI**

*[To be submitted on the letterhead of the Company]*

<b>S. No.</b>	<b>Required Documents</b>	<b>Responses (Y/N/NA)</b>
1.	Annexure B: Format of EOI	-
2.	Supporting documents as specified in Annexure C (as applicable)	-
3.	Annexure D: Details of the PRA	-
4.	Annexure E: Confidentiality Undertaking	-
5.	Annexure F: Declaration cum Undertaking under Section 29A of the Code	-
6.	Annexure G: Declaration cum Undertaking	-
7.	Annexure H: Refundable Deposit	-
8.	Annexure J: Duly filled checklist	-