

**EoI Process Document**

*INVITATION FOR CHANGE IN MANAGEMENT ALONG WITH RESOLUTION OF DEBT OF PTC  
INDIA FINANCIAL SERVICES LIMITED*

*IN*

*VENTO POWER INFRA PRIVATE LIMITED*

**Deloitte Touche Tohmatsu India LLP**

Tower-B, 7<sup>th</sup> Floor Building 10

DLF Cyber City

DLF Phase-2,

Sector-24, Gurugram

Haryana-122002,

India

**PTC India Financial**

**Services Limited**

7<sup>th</sup> Floor, MTNL Building,

8 Bhikaji Cama Place,

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## **DISCLAIMER**

*This EoI Process document (“EPD”) is issued by the Authorised Representative (as defined hereinafter) on behalf of **PTC India Financial Services Limited**, having office address at 7th Floor, Telephone Exchange Building 8 Bhikaji Cama Place, South West Delhi, New Delhi, , India, 110066 (“PFS”), being the sole secured lender of Vento Power Infra Private Limited (“VPIPL” or “Company”), for general information purposes only, without regard to any specific objectives, suitability, financial situations and requirements of any particular person. Neither this EPD nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever. This EPD does not solicit any action based on the material contained herein by PFS and/ or the Authorized Representative. Nothing in this EPD, including opinions, if any, contained in the EPD is intended by the Authorised Representative and/or PFS to be construed as an advice of any nature by whatsoever name including legal, accounting or tax advice . Neither, this EPD nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever from Authorised Representative and/or PFS.*

*This EPD is strictly for information purposes only and this EPD should not be construed as an offer to sell or the solicitation of an offer to buy, purchase or subscribe to any securities, and neither this EPD nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever. This EPD does not solicit any action based on the material contained herein. It is strictly for the general information. Authorised Representative and/or PFS will not treat its recipients as clients by virtue of their receiving this EPD and the Authorised Representative and/or PFS shall not owe any duty of care and/or shall not be liable directly or indirectly towards recipient of this EPD on account of this EPD. It does not constitute a personal recommendation or take into account the particular investment objectives, financial situations, or needs of individual persons. Similarly, this EPD does not have regard to the specific investment objectives, financial situation/circumstances and the particular needs of any specific person who may receive this EPD. The appropriateness of a particular investment or strategy will depend on an investor's individual circumstances and objectives. Persons who may receive this EPD should consider and independently evaluate whether it is suitable for his/ her/their particular circumstances and, if necessary, seek professional/financial advice. Any such person shall be responsible for conducting his/her/their own investigation and analysis of the information contained or referred to in this EPD and of evaluating the merits and risks involved in the Proposed Transaction (as defined hereinafter) which is the subject matter of this EPD. This EPD constitutes no form of commitment on the part of the Authorised Representative and/or PFS in any manner whatsoever. Furthermore, this EPD confers neither the right nor expectation on any interested parties to be selected to participate in the expression of interest (“EoI”) and nothing in this EPD or subsequent submission of EoI by an interested party constitutes a contract, in any manner whatsoever, between the Authorised Representative and/or PFS or any other entity and the interested parties. PFS and/or the Authorised Representative reserves the sole and absolute right to accept or reject any EoI without assigning any reasons/justification of any nature and without any liability whatsoever. PFS and/or Authorised Representative also reserve the right to suspend and/ or cancel the EoI process and/ or amend and/ or supplement the EoI process or modify the dates or other terms and conditions relating thereto, without assigning any reason and without any liability whatsoever at any time during the process. Interested parties should regularly visit the data room which is being set up for this process to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any. No financial obligation will accrue to the Authorised Representative and/or PFS in any event. No representation is made on the accuracy or adequacy of any information made available pursuant to the EPD and the bidders are required to carry out their own independent due diligence before submitting an EoI or bid.*

*The Authorised Representative and/or PFS shall not be responsible for non-receipt of any*

*correspondence sent by any interested party through any mode. The Authorised Representative and/or PFS shall in no circumstances, be responsible to bear or reimburse any expenditure or costs incurred by any interested party in respect of the submission or non-submission of the EoIs. This EPD and information contained herein or any part of it does not constitute or purport to constitute investment advice in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without the prior written approval from the Authorised Representative.*

*Distributing/taking/sending/dispatching/transmitting this EPD in certain jurisdictions may be restricted by law, and persons into whose possession of this EPD comes should inform themselves about, and observe, any such restrictions. Neither the Authorised Representative nor PFS, its affiliates, its partners, directors, employees, agents or representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this EPD. Further, no representation or warranty, expressed or implied, is made or given by or on behalf of the Authorised Representative, PFS and/ or their affiliates, nor any person who controls them or any director, officer, employee, advisor or agent of it, or affiliate of any such person or such persons as to the accuracy, authenticity, completeness or fairness of the information contained in this EPD and the Authorised Representative, PFS or its affiliates or such persons do not accept any responsibility or liability for any such information and therefore, any liability or responsibility is expressly disclaimed.*

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## DEFINITIONS AND ABBREVIATIONS

<b>Authorised Representative</b>	Shall have the meaning ascribed to it in paragraph 1 of Chapter 1 of this EPD.
<b>Advertisement</b>	Shall mean the advertisement issued for inviting EoIs for change in management along with resolution of debt of PFS in VPIPL on an ' <i>as is where is whatever there is</i> ' without recourse basis (in any manner whatsoever).
<b>Company</b>	Shall have the meaning ascribed to it in paragraph 1 of Chapter 1 of this EPD.
<b>Confidentiality Undertaking</b>	Shall mean the confidentiality undertaking to be executed by the Interested Bidders in format set out in <b>Format II</b> of this EPD.
<b>EoI Due Date</b>	Shall have the meaning ascribed to such terms in paragraph 3 of Chapter 2 of this EPD.
<b>EPD</b>	Shall mean this EoI Process Document.
<b>Interested Bidder(s)</b>	Shall have the meaning ascribed to it in paragraph 5(i) of Chapter 1 of this EPD.
<b>Potential Bidder(s)</b>	Shall have the meaning ascribed to it in paragraph 3 of Chapter 1 of this EPD.
<b>Proposed Transaction</b>	Shall have the meaning ascribed to it in paragraph 2 of Chapter 1 of this EPD.

## Chapter 1 – Proposed Transaction

1. Deloitte Touche Tohmatsu India LLP (“**Authorised Representative**”) has been engaged by PTC India Financial Services Limited, having office address at 7th Floor, Telephone Exchange Building 8 Bhikaji Cama Place, South West Delhi, New Delhi, India, 110066 (“**PFS**”), being the sole lender to Vento Power Infra Private Limited (“**Company**”), to act as the process advisor to PFS and assist them in change in management along with resolution of debt of PFS in Company on an ‘*as is where is whatever there is*’ without recourse basis (in any manner whatsoever).
2. For the maximization of enterprise value of the Company and resolution of debt of the Company, the process of change in management along with resolution of debt of PFS in Company is being conducted / supervised by Authorised Representative for and on behalf of PFS (“**Proposed Transaction**”).
3. In relation to the aforesaid, the Authorised Representative has published the Advertisement seeking EoI from a competent, experienced and capable entity (“**Potential Bidder(s)**”), with adequate financial strength, acceptable by PFS, for the purposes of effecting the Proposed Transaction.
4. This EPD contains instructions to the Potential Bidders for submitting their EoI to the Authorised Representative in order to proceed with the Proposed Transaction.
5. Potential Bidders will be required to respond in the format as detailed in this EPD latest by **5:00 pm IST on March 10, 2025**.
  - (i) Post submission of the EoIs and duly executed and stamped Confidentiality Undertaking, the Potential Bidders who have submitted the EoI and duly executed confidentiality undertaking in the format prescribed herein (“**Interested Bidders**”) will be provided with the Request for Proposal (“**Bid Document**”).
  - (ii) The Interested Bidders upon submission of the EoIs and duly executed and stamped Confidentiality Undertaking, would be given the access to the data room for the time period as specified under the Bid Document, in order to undertake review of the relevant documents in connection with the Company and to enable them to conduct their own independent due diligence on the Company. Authorized Representative may, acting on the instructions of PFS, extend such timeline upon duly informing all the Interested Bidders by email or in any other manner uniformly accessible to all Interested Bidders. The modalities related to the access to the data room for due diligence has been provided in Chapter 3 of this EPD. The data room has been organized only for the ease of reference of the Interested Bidders, and the Interested Bidder(s) shall be responsible to conduct their own due diligence, research, assessment and analysis with respect to the information contained in the data room. Notwithstanding anything to the contrary contained in this EPD, PFS and the Authorised Representative, including the personnel of PFS and the Authorised Representative, shall not in any manner whatsoever, be held liable for the relevance, adequacy, correctness, completeness or accuracy of the information contained in the data room.
  - (iii) Subsequently, a site visit (cost of which shall be solely borne by the relevant Interested Bidder) may be scheduled to facilitate the Interested Bidders in their assessment of the Proposed Transaction. The modalities related to the site visit shall be provided in the Bid Document.

- (iv) The Proposed Transaction shall be on an ‘*as is where is whatever is*’ basis without any recourse (*in any manner whatsoever*) to PFS and/or the Authorised Representative or their consultants, agents, officials and employees. The Interested Bidders shall carry out their own independent due diligence and independent assessment/determination. PFS or the Authorised Representative or their consultants, agents, officials and employees hereby make no representations (*in any manner whatsoever*) in relation thereto and shall not be liable in any manner whatsoever.
- (v) The Interested Bidder(s) would be required to submit its bid/proposal (in accordance with the terms of the Bid Document) on or before a pre-determined date which shall be intimated to the Interested Bidders, at the time of issuance of Bid Document (as subsequently amended from time to time). PFS/ Authorised Representative reserve the right to accept or reject the bid submitted by the Interested Bidders with or without assigning any reason or justification of any nature and without any liability whatsoever. In case there is only one offer, PFS may accept the same at their own discretion. PFS shall have the right to negotiate better terms and conditions in relation to the Proposed Transaction with the relevant Interested Bidders.
- (vi) Nothing in this EPD shall be taken or read as compelling or requiring the PFS/ Authorised Representative to respond to any question or to provide any clarification. No extension of any time and date referred to in this EPD shall be granted on the basis or grounds that PFS / Authorised Representative have not responded to any queries / provided any clarification to the Potential Bidders or Interested Bidders.
- (vii) PFS / Authorised Representative reserve their right to modify/postpone/cancel or call off the Proposed Transaction at any stage, without assigning any reason whatsoever and without any liability whatsoever to any person. PFS / Authorised Representative also reserve the sole right to call for any additional document/information from the Potential Bidders / Interested Bidders, which may be considered necessary without any liability to PFS / Authorised Representative. PFS / Authorised Representative also reserve the right to disqualify any Potential Bidder / Interested Bidder, should it be so necessary at any stage without assigning any reason or justification of any nature and without any liability whatsoever to any person.
- (viii) This EPD and all related communication and documents shall be subject to the terms of the Bid Document, which may clarify, modify or amend the process or requirements set out herein.
- (ix) In the event of any conflict between the terms of the EPD and the Bid Document, efforts shall be made for a harmonious interpretation of the terms to foster the interests of PFS, and the decision of PFS in this regard shall be final and binding on the Potential Bidders and/or Interested Bidders/ on all parties. In the event of any conflict between the terms of the EPD and the advertisement inviting EoI, efforts shall be made for a harmonious interpretation of the terms to foster the interests of PFS, and the decision of PFS in this regard shall be final and binding on the Potential Bidders and/or Interested Bidders.
- (x) This EPD or Advertisement do not create any binding obligation on any of the parties, nor does the submission of the EoI create any right in favour of any Potential Bidders or the Interested Bidders. PFS and Authorised Representative shall have no liability or indemnity obligations (whether express or implied) to any Potential Bidder or Interested Bidder.



- (xi) This EPD shall be governed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction over any dispute arising under this EPD.

## Chapter 2 – Instructions for Submission of EoI

The EoI, conforming to the conditions of this EPD, shall be submitted latest by **5:00 pm IST on March 10, 2025** by emailing it at **inpjvalentia@deloitte.com**.

Capitalized terms used but not defined herein shall have the meaning ascribed to it in the EoI process document dated **February 24, 2025**.

1. PFS/ Authorised Representative shall bear no responsibility for non-receipt of EoI and any other correspondence sent. The EoIs submitted after the above-mentioned date may be accepted at the sole discretion of PFS/ Authorised Representative without assigning any reason or justification of any nature and without any liability whatsoever.
2. The Potential Bidders shall solely bear all costs associated with the preparation and submission of the EoI. PFS/Authorised Representative shall not, under any circumstances be responsible or liable for any such costs in this regard, whether direct, incidental or consequential.
3. **Important Timelines:**

*Table 1: Indicative Timeline*

Event	Date
Last date & time for Submission of EoIs (“ <b>EoI Due Date</b> ”)	5:00 pm IST on March 10, 2025

### **Chapter 3 – Rules for Data Room**

The rules set out below shall regulate the terms of use of the information, facilities and documents, made available in the data room.

#### ***Preliminary***

- 1) These rules shall control the use of the data room made available by the Authorised Representative in connection with the Proposed Transaction.
- 2) These rules shall apply to each person who has been duly authorised in accordance with the rules ("User") to visit the data room.
- 3) Every User shall at all times comply with these rules.
- 4) The Authorised Representative is exclusively responsible for granting access rights to the data room. Unless express and written authorization has been given specifically by or on behalf of the Authorised Representative, no person has any authority to grant any access rights to the data room and no Potential Bidder shall have any vested right of being granted the access to the data room.
- 5) These rules apply to each occasion when the data room is accessed by the User and the User shall be deemed to have accepted the Rules on each instance of access of the data room by the User.
- 6) The Authorised Representative may withdraw its consent given to any User in relation to the access to the data room, any time without prior notice and without any liability whatsoever.
- 7) Users' access to the data room shall be limited to viewing folders and documents to which they have been granted access by the Authorised Representative. However, their right to access and use the data room can be modified, restricted, curtailed or otherwise affected at any time without prior notice by the Authorised Representative at its sole discretion.
- 8) Should the User face any difficulty in accessing the data room, the User should contact [inpjvalentia@deloitte.com](mailto:inpjvalentia@deloitte.com).

In any dispute as to whether a User has accessed the data room (including viewing, printing, uploading or performing any other action or function within the data room), the records of or held on behalf of the Company/ Authorised Representative in respect thereof shall be deemed conclusive evidence of such access, action or function.

#### ***Confidentiality***

- 9) Access to, and review of, the information and documents contained in the data room or received in the course of the due diligence process, is entirely subject to the Confidentiality Undertaking which shall be furnished by the Potential Bidder and/or Interested Bidder in favour of the PFS and Authorised Representative.
- 10) Each Interested Bidder and in case of consortium each member of the consortium and their advisors, including but not limited to their employees and personnel, would be bound by the terms of the Confidentiality Undertaking and will be required to confirm their acceptance to the same prior to accessing the data room.

- 11) Representatives and advisers of the Users shall ensure that their employees and such other personnel who access the data room:
  - are aware of the obligations in the Confidentiality Undertaking and around bound by similar confidentiality obligations on a back to back basis; and
  - comply with the terms and conditions of the Confidentiality Undertaking.

Notwithstanding the aforesaid, the relevant User shall be liable for any breach of the obligation of confidentiality by any of its employees or advisors or any person engaged by it who is provided access to the data room.

- 12) Documents and any other information set out in the data room are strictly confidential in nature in relation to the Company and/or the Proposed Transaction. The Interested Bidders shall not do anything to violate any of the provisions of the applicable laws in relation to the use of the documents and information set out in the data room.

### ***Time Frame***

- 13) The User will be permitted to use the data room at any given time for carrying out due diligence in relation to Proposed Transaction as specified in the Bid Document.
- 14) The User may access the data room at its discretion in accordance with these rules.
- 15) Each authorised personnel of the User, the details of whom have been provided by the User to the Authorised Representative, shall be provided with the login details, including password to access the data room, as per the modalities of accessing such data room.

### ***Location and Access Rights***

- 16) The User shall be provided with an internet protocol (“IP”) link, login ID and password (if required) to be enabled to access the data room, subject to the terms of the Confidentiality Undertaking and this EPD.
- 17) The documents and information contained in the data room or as obtained during the due diligence process, shall not be disclosed, shared, copied or printed without the prior written permission of the Authorised Representative and shall be bound with the terms of the Confidentiality Undertaking.
- 18) In the event a User gains access to any part / folder of the data room to which he knows, has reasons to believe or suspects that he should not have access to, and/ or accesses any information which he knows, has reasons to believe or suspects that should have been inaccessible/ restricted in relation to the User, the User shall immediately notify to the Coordinator (*defined below*) of such access by the User along with the necessary details. The information received from such access shall be treated as Confidential Information and the User shall be obligated to not divulge such information to any person.
- 19) No User shall share his or her login details, including user name and/ or password, and/ or divulge any information obtained from the data room to any other person and additional Users (if any) shall always be approved by the Coordinator (*defined hereinafter*) and be given access by the Coordinator.

### ***Data room Coordinator***

- 20) There will be an in-charge in relation to the data room (“**Coordinator**”), whose name and contact details shall be provided to Users along with the sharing of the IP link.
- 21) The Coordinator shall be responsible for supervising data room access and is not authorised to provide any answers or explanations regarding the contents of the documents contained in the data room.

#### ***Documentation Queries***

- 22) All the queries should be gathered, consolidated and sent to the Authorised Representative on [inpjvalentia@deloitte.com](mailto:inpjvalentia@deloitte.com) during the time period as specified in the Bid Document.

#### ***No Commitment***

- 23) Any written or oral information or representation supplied or made in connection with the use of the data room or any investigation or negotiations shall not be considered as constituting an offer or invitation for the sale of any securities or assets, and shall not be considered as forming the basis of any future contract/ agreement to be entered into with the shareholders, the Company or PFS.

#### ***No Representation or Warranty***

- 24) Except as otherwise mentioned in this EPD, no representation or warranty, expressed or implied, is made as to the accuracy or correctness or completeness of the information disclosed in the data room or in any other written or oral communication transmitted or made available by PFS or Authorised Representative;
- 25) Nothing contained in the data room is, or shall be relied upon as, a promise or representation, by the Authorised Representative, whether as to the past, current or future performance of the Company;
- 26) PFS and the Authorised Representative reserve the sole and absolute right to modify or amend the present procedure and timelines with respect to the use of the data room and the contents thereof, at any time and at the sole discretion of the PFS and/or the Authorised Representative without prior notice and without any liability and without any explanation whatsoever.

#### ***Clarification***

- 27) It is hereby clarified that the Authorised Representative, PFS and the Company shall not have any liability whatsoever to any User relating to or resulting from the use of the information shared relating to the Company and/or Proposed Transaction, in the data room or any subsequent clarifications which may be provided by the Authorised Representative, PFS or the Company.

**Format I (A): Format for Letter of EoI**  
**(On the letterhead of the Interested Bidder submitting the EoI)**

Date [●]

To,

**Deloitte Touche Tohmatsu India LLP (“Authorised Representative”)**

Tower-B, 7th Floor Building 10

DLF Cyber City, DLF Phase-2,

Sector-24, Gurugram, Haryana-122002, India

**Sub: Expression of Interest (“EoI”) for change in management along with resolution of debt of PTC India Financial Services Limited in Vento Power Infra Private Limited on an ‘as is where is whatever there is’ without recourse basis (in any manner whatsoever).**

Dear Sir/Madam,

In response to the public advertisement published in Financial Express (English- all editions), Business Line (English- all editions) and Jansatta (Hindi- Delhi edition) on **February 24, 2025**, inviting EoIs for change in management along with resolution of debt of PTC India Financial Services Limited in Vento Power Infra Private Limited on an ‘as is where is whatever there is’ without recourse basis (in any manner whatsoever) (“**Opportunity**”), we hereby submit our EoI. We have also attached the Confidentiality Undertaking, in the prescribed format and duly stamped and executed, annexed herewith. We would like to submit our bid for the Opportunity of the Company.

We further undertake that information furnished by us in this EoI and the annexure is true, correct, complete, accurate and duly authorized for submission. We understand that it is based on our representation of accuracy that our EoI is being considered and we shall be solely responsible and liable in case of breach of any representation made by us. We further agree and acknowledge that:

- (a) The Authorised Representative and PTC India Financial Services Limited reserve the sole and absolute right to request for additional information or clarification(s) from us for the purpose of the EoI and we shall promptly comply with such requirements. Failure to satisfy the queries of the Authorised Representative and PFS may lead to rejection of our EoI; and
- (b) The Authorised Representative and PTC India Financial Services Limited reserve the right sole and absolute to alter, substitute or cancel the process for selection of the bidder for Opportunity, without being liable to the bidders in any manner whatsoever.

Capitalized terms used but not defined herein shall have the meaning ascribed to it in the EoI Process Document dated **February 24, 2025**.

Sincerely yours,

On behalf of the firm / company / organization:

Signature: \_\_\_\_\_

Name of signatory: [●]

Designation: [●]

Company stamp

**Note:** The person signing the EoI and other supporting documents should be an authorised signatory supported by necessary board resolution/authorization letter.

**Enclosure:**

**Format I (B): Format for Letter of EoI (For Consortium)**  
**(On the letterhead of the lead member of the consortium submitting the EoI. )**

Date [●]

To,  
**Deloitte Touche Tohmatsu India LLP (“Authorised Representative”)**  
Tower-B, 7th Floor Building 10  
DLF Cyber City, DLF Phase-2,  
Sector-24, Gurugram, Haryana-122002, India

**Sub: Expression of Interest (“EoI”) for change in management along with resolution of debt of PTC India Financial Services Limited in Vento Power Infra Private Limited on an ‘as is where is whatever there is’ without recourse basis (in any manner whatsoever).**

Dear Sir/Madam,

In response to the public advertisement published in Financial Express (English- all editions), Business Line (English- all editions) and Jansatta (Hindi- Delhi edition) on **February 24, 2025**, inviting EoIs for change in management along with resolution of debt of PTC India Financial Services Limited in Vento Power Infra Private Limited on an ‘as is where is whatever there is’ without recourse basis (in any manner whatsoever) (“**Opportunity**”), we hereby submit our EoI.

We have also attached the Confidentiality Undertaking (duly stamped and executed) and the supporting documents, in the prescribed format, annexed herewith. We would like to submit our bid for the Opportunity of the Company.

We further undertake that the information furnished by us in this EoI and the annexure is true, correct, complete, accurate and duly authorized for submission. We understand that it is based on our representation of accuracy that our EoI is being considered and we shall be solely responsible and liable in case of breach of any representation made by us. We further agree and acknowledge that:

- (a) The Authorised Representative and PTC India Financial Services Limited reserve the right to request for additional information or clarification(s) from us for the purpose of the EoI and we shall promptly comply with such requirements. Failure to satisfy the queries of the Authorised Representative and PFS may lead to rejection of our EoI;
- (b) The Authorised Representative and PTC India Financial Services Limited reserve the right to alter, substitute or cancel the process for selection of the bidder for Proposed Transaction, without being liable to the bidders in any manner whatsoever;
- (c) Any material adverse change affecting the consortium members ability to perform in consortium shall be intimated within five business days to the Authorised Representative and PTC India Financial Services Limited;
- (d) In case of consortium, we would comply with the requirement pertaining to equity holding i.e. the lead member must hold at least twenty six percent of total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of ten percent each in the consortium;



Capitalized term used herein and not defined shall have the meaning ascribed to it in the EoI Process Document dated **February 24, 2025**.

Sincerely yours,  
On behalf of the firm/company/organization:

Signature: \_\_\_\_\_

Name of signatory: [●]  
Designation: [●]  
Company stamp

**Note:**

1. *In case of Consortium Bidder, the EoI shall be signed by each member.*
2. *The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions / authorisation letter.*

**Enclosure:**

## ANNEXURE A

### Supporting Documents to be submitted with EoI

Requirement	Category A	Category B	Category C
	Private/Public Limited Company, LLP, Body Corporate, India	Financial Institutions (FI)/ Funds / Private Equity (PE) Investors/ NBFC whether incorporated in India or outside /Any other applicant	Sole Individual investor
1	Profile of the bidder (As per Annexure B)	Profile of the bidder (As per Annexure B)	Profile of the bidder (As per Annexure B)
2	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Government ID proofs including Aadhar card, PAN Card, Voting Card etc.

#### In case of a consortium:

- The above documents, including certificates are required for each of the consortium members.
- The relevant documents of the consortium agreement to be also attached.

## ANNEXURE B

### Details of Interested Bidder

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

**1. Name and Address:**

- a. Name of the Firm/Company/Organization/ sole individual:
- b. Address:
- c. Telephone No:
- d. Fax:
- e. Email:

**2. Name and Address (with proof) of the firm/company/organization/sole individual**

**3. Date of Establishment/ Date of Birth (for sole individual):**

**4. Overview, corporate structure and core area of expertise and of the firm/company/organization:**

**5. Contact Person:**

- a. Name:
- b. Designation:
- c. Telephone No:
- d. Email:

**6. Company/FI Profile:**

- a. Company Financial Profile (consolidated / standalone as applicable):

Company profile	Private/Public Limited Company, LLP, Body Corporate,	Financial Institutions (FI)/ Funds / Private Equity (PE) Investors / NBFC whether incorporated in India or outside India/Any other applicant	Sole Individual investor
At 31 March, 2016	<i>Total Net Worth (in Crs)</i>	<i>Asset Under Management (in Crs) and Committed funds (in Crs)</i>	<i>Net worth (in Crs)</i>
At 31 March, 2017	<i>Total Net Worth (in Crs)</i>	<i>Asset Under Management (in Crs) and Committed funds (in Crs)</i>	<i>Net worth (in Crs)</i>
At 31 March, 2018	<i>Total Net Worth (in Crs)</i>	<i>Asset Under Management (in Crs) and Committed funds (in Crs)</i>	<i>Net worth (in Crs)</i>

## ANNEXURE C

(To be executed on stamp paper)

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**To,**  
PTC India Financial Services Limited  
7<sup>th</sup> Floor, MTNL Building,  
8, Bhikaji Cama Place,  
New Delhi-110066, India

**To,**  
Deloitte Touche Tohmatsu India LLP  
Tower-B, 7<sup>th</sup> Floor Building 10  
DLF Cyber City, DLF Phase-2,  
Sector-24, Gurugram,  
Haryana-122002, India

Dear Sir,

### **SUBJECT: UNDERTAKING FOR EQUITY PARTICIPATION**

In response to the public advertisement published in Financial Express (English- all editions), Business Line (English- all editions) and Jansatta (Hindi- Delhi edition) on **February 24, 2025**, inviting EoIs for change in management along with resolution of debt of PTC India Financial Services Limited in Vento Power Infra Private Limited on an ‘as is where is whatever there is’ without recourse basis (*in any manner whatsoever*) (“**Opportunity**”), we have submitted an EoI as a consortium. The members of the consortium are as follows:

*[Insert names of the members of the consortium and indicate the lead member]*

As required in terms of the EoI, we agree and undertake that we will hold at least *[insert percentage (lead member to choose [•] and other to choose [•])]* equity participation in the consortium. We further agree and undertake that all the members of the consortium shall be jointly and severally responsible for compliance with the terms of the invitation for submission of EoI & bids submitted thereafter.

SIGNED AND DELIVERED by *[insert]*



## Format II: Format of Non-disclosure/Confidentiality Undertaking

[TO BE PRINTED BY THE COUNTER PARTY ON THE STAMP PAPER OF APPROPRIATE AMOUNT AS PER THE STAMP ACT APPLICABLE TO THE STATE OF EXECUTION. COUNTER PARTY IS REQUESTED TO PROCURE THE APPROPRIATE STAMP PAPER]

Date: [●]

To,  
PTC India Financial Services Limited  
7<sup>th</sup> Floor, MTNL Building,  
8, Bhikaji Cama Place,  
New Delhi-110066, India

To,  
Deloitte Touche Tohmatsu India LLP  
Tower-B, 7<sup>th</sup> Floor Building 10  
DLF Cyber City, DLF Phase-2,  
Sector-24, Gurugram  
Haryana-122002, India

### **Subject: Non-Disclosure Undertaking (“NDU”)**

We, [insert the name of the Interested Bidder] having our registered office at [●] (hereinafter referred to as the “**Receiving Party**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof include its successors and permitted assigns), irrevocably and unconditionally undertake the following:

- A. The Receiving Party has received, and may further receive, Confidential Information (*as defined hereinafter*) from PTC India Financial Services Limited having its registered office at 7<sup>th</sup> Floor, Telephone Exchange Building 8 Bhikaji Cama Place, South West Delhi, New Delhi, India, 110066 and/or Deloitte Touche Tohmatsu India LLP having its registered office at Indiabulls Finance Centre, Tower 3, 27<sup>th</sup> Floor, Senapati Bapat Marg, Elphinstone Road (W), Mumbai- 400013 (hereinafter collectively referred to as the “**Disclosing Parties**” and individually as a “**Disclosing Party**” as the context may require which expression shall, unless repugnant to or inconsistent with the context or meaning thereof include its successors and permitted assigns) either directly or through any other person acting on behalf of the Disclosing Party, in connection with the bidding process for change in management along with resolution of debt of PTC India Financial Services Limited in Vento Power Infra Private Limited (“**Company**”) on an ‘as is where is whatever there is’ without recourse basis (in any manner whatsoever) (*hereinafter referred to as the* “**Proposed Transaction**”).
- B. The Receiving Party and any officer, employee, director, advisor, (“**Representative**”) shall maintain the Confidential Information (*defined hereinafter*) on a strictly confidential basis on the terms and conditions set out below:

#### 1. **NON DISCLOSURE**

- 1.1 “**Confidential Information**” means the information disclosed or submitted to the Receiving Party or any Representative of the Receiving Party by the Disclosing Party or its Representatives in written, representational, electronic, verbal or other form and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software,

marketing plans, financial information, human resource information and any other information disclosed or submitted in connection with or related to the Proposed Transaction including without limitation information on the contents and existence of this NDU and analyses, compilations, studies and other documents which contain or otherwise reflect or are generated from any Confidential Information or conspicuously designated as “**Confidential**” or “**Proprietary**” at the time of disclosure by the Disclosing Party.

- 1.2 Confidential Information divulged by the Disclosing Party to the Receiving Party will be received and treated by the Receiving Party as strictly confidential and the Receiving Party shall not, without the prior written consent of the Disclosing Parties or as expressly permitted herein, disclose, publish or reveal or cause it to be disclosed, published or make available to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in Clause 1.3 below.
- 1.3 The Receiving Party may disclose the Confidential Information disclosed under this NDU to its Representatives on a "need to know" basis, for the sole purpose of enabling assessment and evaluation of the Proposed Transaction subject to such Representative being bound the similar confidentiality obligation set out hereunder on a back to back basis. However, the Receiving Party will remain responsible for any breach of the terms of this NDU by any of its Representatives to whom the Confidential Information is disclosed by the Receiving Party.
- 1.4 The Receiving Party and its Representatives shall exercise no lesser security or degree of care than it applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the Confidential Information would exercise.
- 1.5 The Confidential Information shall not be copied or reproduced by the Receiving Party or its Representatives at any time except on a “need basis” for the purpose of evaluation of the Proposed Transaction.
- 1.6 The Receiving Party will direct its personnel not to disclose or announce to any person (a) that the Confidential information has been made available to the Receiving Party or its Representatives, (b) that discussions or negotiations are taking place concerning a possible Proposed Transaction between the Receiving Party and the Disclosing Party; or (c) any terms, conditions or other facts with respect to any such possible Proposed Transaction, including the status thereof.

## 2. **EXCEPTIONS**

The Receiving Party's obligations hereunder, shall not apply to Confidential Information if the same:

- 2.1 at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the Receiving Party or its Representatives; or
- 2.2 is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information; or]
- 2.3 is approved for disclosure in writing by the Disclosing Parties.

## 3. **NON DISCLOSURE OF PROPOSED TRANSACTION**

- 3.1 Unless disclosure is required under applicable laws, court orders or any order from a regulatory or governmental authority or as permitted under Clause 1.3 and 2.4 above, it is agreed by the Receiving Party that without the prior written consent of the Disclosing Parties, the Receiving Party shall not disclose or direct its Representatives to disclose to any third party or person or entity (a) that the Confidential Information has been made available to the Receiving Party or its Representatives, (b) that discussions or negotiations are taking place concerning a possible Proposed Transaction between Disclosing Party and the Receiving Party or its Representatives; or (c) any terms, conditions or other facts with respect to any such possible Proposed Transaction, including the status thereof.
- 3.2 The Receiving Party understands and acknowledges that the Confidential Information is being provided by the Disclosing Party without any representation or warranty, express or implied, as to the sufficiency, accuracy or completeness of the Confidential Information and it shall not have any liability whatsoever to Receiving Party or its Representatives relating to or resulting from the use of the Confidential Information.
- 3.3 The Receiving Party agrees that unless and until definitive documentation regarding consummation of the Proposed Transaction have been executed, neither the Disclosing Party nor the Receiving Party will be under any legal obligation of any kind whatsoever with respect to a Proposed Transaction by virtue of this NDU except for the matters specifically agreed to herein.
- 3.4 The Receiving Party further acknowledges and agrees that each Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party or any of its Representatives with regard to the Proposed Transaction between the Parties and to terminate discussions and negotiations at any time.

#### **4. COMPELLED DISCLOSURE**

The Receiving Party may disclose Confidential Information to the extent necessary pursuant to applicable laws, regulation, court order or by rules of any stock exchange on which shares or other securities of the Receiving Party are listed, provided the Receiving Party notifies the Disclosing Parties of the statutory requirements governing such disclosure and seeks prior written approval of the Disclosing Party as to the form and contents of such disclosure. The Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDU.

#### **5. PROPERTY OF CONFIDENTIAL INFORMATION**

All Confidential Information disclosed or made available shall be and shall remain the property of the Disclosing Party or the Company or any other person who has necessary vested rights in such Confidential Information.

#### **6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

Within fifteen (15) days of being so requested in writing by the Disclosing Party, the Receiving Party and its Representatives shall return or destroy the Confidential Information and all copies thereof, save for such copies as may be required to be retained by applicable laws. The Receiving Party (and shall procure that its Representatives) shall be obligated to inform the Disclosing Party in writing, the information retained by in this regard. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality



obligations set forth in this NDU.

**7. INJUNCTIVE RELIEF**

Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party agrees and acknowledges that in the event of a breach or threatened breach by the Receiving Party of the provisions of this NDU, money or damages may not be an adequate remedy for a breach of any of the provisions of this NDU and it is reasonable that the Disclosing Party shall be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this NDU by the Receiving Party or its Representatives.

**8. NO LICENSES**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

**9. TERM**

This NDU shall remain valid and binding on the Receiving Party until the expiry of two (2) years from the date of this NDU or signing of definitive documents by the receiving party in relation to the Proposed Transaction, whichever is earlier.

**10. GOVERNING LAW**

This NDU shall be governed by and construed in accordance with the laws of India and the courts in New Delhi shall have exclusive jurisdiction.

**11. MISCELLANEOUS**

- 11.1 This NDU may not be amended except in writing signed by all the Disclosing Parties and the Receiving Party.
- 11.2 No failure or delay by the Disclosing Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this NDU shall not affect the validity or enforceability of any other provisions of this NDU, which shall remain in full force and effect. Nothing in this NDU shall be implied, except as required under statute.
- 11.3 The terms and conditions of this NDU shall inure to the benefit of and be binding upon the successors, novatees and/or assigns of the Parties. The obligations under this NDU shall not be assigned or otherwise transferred in whole or in part by Receiving Party without the prior written consent of the Disclosing Party. However, the Disclosing Party may at its sole discretion novate/assign/transfer its rights and obligations under this NDU.
- 11.4 Any breach of any provision of this NDU by a Disclosing Party hereto shall not affect the Receiving Party's (including that of its Representatives) obligations under this NDU including but not limited to non-disclosure and non-use obligations under this NDU.
- 11.5 The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid

power of attorney/resolution of the board/ resolution of the partners/ resolution of trustees (*as the case may be*), issued by the Receiving Party in favour of such authorized signatory in compliance with applicable law.

For and on behalf of [*insert the name of the Receiving Party*]

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**Authorized Signatory**

**Name:**

**Designation:**

*Note: The NDU has to be stamped appropriately at the place of execution.*