

### CORRIGENDUM-1

**Subject: Corrigendum 1 to the Bid Process Document("RFS") issued on 26<sup>th</sup> March 2025 for Resolution of PFS debt in Vento Power Infra Private Limited (VPIPL) by way of Change in Management/Assignment of Debt.**

In terms of the cited subject, the key following amendments have been made:

S. No.	Particulars	Clause No.	Original Clause	Revised Clause
1.	Performance Bank Guarantee or Performance Security	1.10	<p>Along with its acceptance of the Lol, the Successful Bidder(s) shall cause to furnish an amount of <b>10% (ten percent)</b> of the Proposed Transaction value offered by the Successful Bidder as a performance security in the form of (a) a bank guarantee issued by any scheduled commercial bank in India, in favor of PFS as per the Annexure I hereto ("<b>PBG</b>") or (b) direct deposit by way of the real time gross settlement system into a bank account held by PFS, the details of which shall be shared separately with the Successful Bidder ("<b>Performance Security</b>").</p> <p><b>Para 4:</b></p> <p>PFS shall have the right to invoke the PBG or forfeit the Performance Security by issuance of a written demand. The PBG / Performance Security can be invoked/forfeited at any time, if (a) any of the conditions under the Lol or Bid or the Process Document or Definitive Agreements are breached or not met or any misrepresentation is made in relation thereto; or (b) non-receipt of required approvals for implementation of the Bid of the Successful Bidder within the timelines specified in the Bid or if the Bid is not effective due to any approval required by the Successful Bidder to give effect to the Bid; or (c) non-payment or failure to make payment in accordance with the approved Revised Financial Proposal and/ or the Definitive Agreements; or (d) the Successful Bidder fails to renew/extend the PBG at least 30</p>	<p>Along with its acceptance of the Lol, the Successful Bidder(s) shall cause to furnish an amount of <b>20% (twenty percent)</b> of the Proposed Transaction value offered by the Successful Bidder as a performance security in the form of (a) a bank guarantee issued by any scheduled commercial bank in India, in favor of PFS as per the Annexure I hereto ("<b>PBG</b>") or (b) direct deposit by way of the real time gross settlement system into a bank account held by PFS, the details of which shall be shared separately with the Successful Bidder ("<b>Performance Security</b>").</p> <p><b>Para 4:</b></p> <p>PFS shall have the right to invoke the PBG or forfeit the Performance Security by issuance of a written demand. The PBG / Performance Security can be invoked/forfeited at any time, if (a) any of the conditions under the Lol or Bid or the Process Document or Definitive Agreements are breached or not met or any misrepresentation is made in relation thereto; or (b) non-receipt of required approvals for implementation of the Bid of the Successful Bidder within the timelines specified in the Bid or if the Bid is not effective due to any approval required by the Successful Bidder to give effect to the Bid; or (c) non-payment or failure to make payment in accordance with the approved Revised Financial Proposal and/ or the Definitive Agreements; or <b>(d) the successful bidder fails to make the payment of consideration in full</b></p>

			(thirty) days prior to the date of its expiry.	<b>for the agreed transaction value within stipulated time as mentioned under clause 2.1.1 (i.e., within 60 days or 90 days as the case may be); or (e) the Successful Bidder fails to renew/extend the PBG at least 30 (thirty) days prior to the date of its expiry.</b>
2.	Non-Compliance by the Successful Bidder	2.4	<p>In the event of non-compliance with the conditions as set out in the Process Document or the LoI or the Definitive Agreements, for any reason whatsoever by the Successful Bidder(s), PFS reserves the right to pursue any of the following actions, in addition to other rights as may be available under the Applicable Laws:</p> <p><b>(a)</b> revoke the Letter of Intent;</p> <p><b>(b)</b> cancel/reject the Bid(s) submitted by the Bidder(s);</p> <p><b>(c)</b> invoke the Earnest Money Deposit or PBG/ Performance Security, as applicable, provided by the Bidder(s);</p> <p><b>(d)</b> consider the Bid(s) of other Bidders or annul the Bidding Process; or</p> <p><b>(e)</b> repeat such steps of the Bidding Process, as set out in Clause 2.2 of this Process Document as it may deem fit in the sole discretion of the PFS.</p>	<p>In the event of non-compliance with the conditions as set out in the Process Document or the LoI or the Definitive Agreements, for any reason whatsoever by the Successful Bidder(s), PFS reserves the right to pursue <b>all or</b> any of the following actions, in addition to other rights as may be available under the Applicable Laws:</p> <p><b>(a)</b> revoke the Letter of Intent;</p> <p><b>(b)</b> cancel/reject the Bid(s) submitted by the Bidder(s);</p> <p><b>(c)</b> invoke the Earnest Money Deposit or PBG/ Performance Security, as applicable, provided by the Bidder(s);</p> <p><b>(d)</b> consider the Bid(s) of other Bidders or annul the Bidding Process; or</p> <p><b>(e)</b> repeat such steps of the Bidding Process, as set out in Clause 2.2 of this Process Document as it may deem fit in the sole discretion of the PFS.</p>
3.	Bid Evaluation process- Payment of Consideration	2.1.1(x)	Payment of consideration within <b>30 days</b> from the date of Definitive Agreement	<p>Payment of consideration within <b>60 days</b> from the date of Definitive Agreement.</p> <p><b>Addition to the existing clause: In case, the selected bidder intends to extend the payment timelines by further 30 days beyond 60 days then:</b></p> <p><b>a. The selected bidder is required to make a written request to PFS / Authorized representative for the “extension of time” at least 5 working days prior to the expiry of 60 days.</b></p> <p><b>b. The selected bidder shall be required to make an additional payment over and above the</b></p>

				<p>transaction value at the rate of 2% p.m. for the no. of days beyond 60 days limited to 90 days until full payment towards the consideration is made.</p> <p>In this case the revised transaction value shall be:  Revised Transaction value (RTV) =  [Original TV + Original TV x 2% x (No. of days beyond 60 days up to 90 days/30)]</p>
4.	Bid submission Timeline	Indicative timeline	18 <sup>th</sup> April 2025	5 <sup>th</sup> May 2025

All other terms and conditions of the Bid Process Document shall remain unaltered.