

**Annexure I**  
**[On the letterhead of the Interested Bidder]**

**DECLARATION OF INTEREST FORM**

Date: \_\_\_\_\_

To,

**Mr. Dinkar T. Venkatasubramanian**

Liquidator,  
Go Airlines (India) Limited (in liquidation),  
Yesssworks, S13-14, Second Floor,  
Pinnacle Business Park, Mahakali Caves Road,  
Andheri - Kurla Rd, M.I.D.C, Andheri East,  
Mumbai, Maharashtra 400093

**Subject:** Submission of Declaration of Interest (“DoI”) for Specified Assets of the Go Airlines (India) Limited (“Corporate Debtor”) in response to the Asset Sale Process Memorandum for e-auction dated \_\_\_\_\_ issued by the Liquidator.

Dear Sir,

I/We hereby submit a Declaration of Interest (“DoI”) for the Specified Assets (*as listed below*) of Go Airlines (India) Limited-in Liquidation (“Company”) in response to Asset Sale Process Memorandum for e-auction dated \_\_\_\_\_ (“Memorandum”).

The Specified Assets of the Company for which this DoI is being submitted are (“Specified Assets”):

Sl. No.	Description of the Specified Asset
1.	
2.	
3.	

I/We have also set out the information required in the format prescribed as an annexure to this DoI;

I/We undertake that the information furnished by us in this DoI and the annexure hereto is true, correct, complete, and accurate in all respect. Further, we agree and acknowledge that:

- (a) the Liquidator reserves the right to determine at his sole discretion whether or not I am / we are eligible to participate in the Sale Process of the aforementioned Specified Assets pursuant to the Memorandum and may reject the DoI submitted by me / us without assigning any reason whatsoever;
- (b) the Liquidator reserves the right to request for additional information or clarifications from me / us for the purposes of the DoI and I / we shall promptly comply with such requirements. Failure to satisfy the queries of Liquidator may lead to rejection of our participation pursuant to this DoI;

- (c) the submission of this DoI alone does not automatically entitle me / us to participate in the next stage of the Sale Process;
- (d) the eligibility criteria under the Code shall continue to be complied with throughout the Sale Process, any changes in the details provided under the DoI or any material adverse change affecting the eligibility or ability to participate shall be intimated immediately and in no event later than 3 (three) business days from such change, to the Liquidator;
- (e) I/We undertake to follow the process pursuant to the Memorandum, to further participate as a Qualified Bidder which may include deposit of Earnest Money and Performance Security (bid bond);
- (f) I/We undertake that I/we have fully understood all the terms and conditions in the Memorandum and unconditionally agree to be bound by the same;
- (g) I/We also undertake that our DoI is on an “as is where is”, “as is what is”, “as is how is” “whatever there is” and “without any recourse” basis in context of Specified Assets being sold pursuant to the Memorandum. I/we undertake and note that the Liquidator or the SCC make no representation as to any encumbrance on the title of the Specified Assets;
- (h) I/we undertake and note that if we are selected as the Highest Bidder in terms of the Memorandum, all pending dues pertaining to the Specified Assets as on the Transfer Date of the title shall be payable by me / us.

[I/We] represent and confirm that [I/we], and no other person acting jointly or in concert with [me/us] is disqualified under the provisions of Section 29A of the Code or is in any manner ineligible to participate in the Sale Process as on the date of this DoI.

Capitalized terms used in this DoI, but not defined herein shall have the same meaning as ascribed to those terms in the Memorandum.

Sincerely yours,

On behalf of [*Insert the name of the entity submitting the DoI*]<sup>1</sup>

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

Name of Authorized Signatory:

Designation (no less than a Director or Partner of the entity):

Company Seal/Stamp

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

## **Annexure to the DoI**

*[Note: In case of joint DoIs, the details set out below are to be provided for each of the entities / groups submitting each joint DoI.]*

### **1. Name and Address:**

- a. Name of the individual / firm / company / organization:
- b. Address:
- c. Telephone No:
- d. Email:
- e. PAN:
- f. CIN:

### **2. Date of Establishment:**

### **3. Core Area of Business:**

### **4. Contact Person:**

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

### **5. Company/FI Profile:**

- a. Company financial profile (consolidated / standalone as applicable) including: (a) Annual report or audited financials of the Interested Bidder, its parent and flagship company of group and any guarantor, if applicable, for the preceding 3 years. In case of a financial investor / fund, in addition to the above, statutory auditor's certificate for committed funds available for investment / deployment in Indian companies as of March 31, 2025.

*[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding 3 (three) years. Where the entity submitting the DoI is a financial investor/ fund entity, please provide details pertaining to 'assets under management' and/or 'committed funds' for the preceding three years or the committed funds available as on March 31, 2024, for investment.]*

- b. External rating report, if rated entity, for the Interested Bidder and its parent/flagship company. In case not provided, the Interested Bidder will be treated as unrated.

- c. Names, DIN, PAN Card and Passport Numbers of Directors including Independent Directors.
- d. Experience of the Interested Bidder in the relevant sector.
- e. Names of key lenders, if any, to the company or its affiliates.
- f. History if any, of the company or affiliates of the company being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non-performing asset'.
- g. Details of the ownership structure of the Interested Bidder: Details of persons owning 1% (one percent) or more (and in case of unlisted company, each shareholder) of the total paid up equity of the Interested Bidder.
- h. Any other relevant details which would be useful for the Liquidator to be aware of in respect of the Interested Bidder including but not limited to their eligibility/ineligibility pursuant to conditions prescribed under Section 29A of the Code.

## Annexure II

### **Format of Board Resolution** (On the letter head of the Interested Bidder)

**CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS (“BOARD”) OF [Insert name of the Interested Bidder] (“COMPANY”) IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]**

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**“RESOLVED THAT** any of the directors of the Company, be and are hereby authorized to take all the steps required to be undertaken for participation of the Company in the in the e-auction for sale of the assets of the Go Airlines (India) Limited in Liquidation (**“Corporate Debtor”**) being \_\_\_\_\_ [**Note:** Interested Bidder to insert details of the class of assets proposed to be acquired] pursuant to Asset Sale Process Memorandum for e-auction dated \_\_\_\_\_ (**“Memorandum”**) issued by the Liquidator of the Corporate Debtor in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (**“Code”**) and the IBBI (Liquidation Process) Regulations, 2016 (**“Liquidation Regulations”**), including the following:

- a) submission of the Declaration of Interest along with all eligibility documents for participation in the e-auction in accordance with the terms of the Memorandum;
- b) participating in the e-auction process and submitting and signing other requisite documents, in accordance with the terms of the Memorandum;
- c) executing all other agreements, deeds, writings and submitting the earnest money and performance security as may be required in relation to the auction process, including any amendments or modifications as may be suggested by the Liquidator, in accordance with the terms of the Memorandum;
- d) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental to or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard.”

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

Certified to be true

**For the Company**

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**Director(s) / Company Secretary**

Notes:

- 1) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 2) In case of the Board Resolution being provided by a company incorporated in India, the Board Resolution shall not be notarized by a notified notary. In the event the Board resolution is from a company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the company.

- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolution is in compliance with the applicable laws of the respective jurisdiction of the issuing company and the authorizations granted therein are true and valid.
- 4) The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the Company.
- 5) An authorization letter shall also be required for the Interested Bidders who are not incorporated as companies.

### Annexure III

#### AFFIDAVIT

*[To be notarized and stamped with adequate value as per the stamp laws prevailing in the Indian state of execution of this Affidavit]*

I, \_\_\_\_\_ *[insert the name of the authorized signatory of the Interested Bidder]*, son of \_\_\_\_\_, aged about \_\_\_\_ years, currently residing at \_\_\_\_\_ *[Address to be inserted]* and having Aadhaar/ Passport number \_\_\_\_\_, being the authorized signatory of \_\_\_\_\_ *[insert name of the Applicant/member of consortium]* having its registered office at \_\_\_\_\_ *[insert address]* (“**Interested Bidder**”), do hereby solemnly affirm and state as under:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Interested Bidder 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. That capitalized terms used by not defined herein shall have the meaning ascribed to them in the Insolvency and Bankruptcy Code, 2016 (“**IBC**”).
3. I/We hereby unconditionally state, submit and confirm that we are not disqualified from submitting declaration of interest and Bid in respect of the Specified Assets of the Company, pursuant to the provisions of Section 29A of the IBC and/or otherwise.
4. I / We hereby state, submit and declare that none of (a) us being the Interested Bidder; (b) any other person acting jointly or in concert with us (c) any of our “Connected Persons” (as defined under Section 29A(j) of the IBC):
  - (A) is an undischarged insolvent;
  - (B) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India (“**RBI**”) issued under the Banking Regulation Act, 1949 (the “**BR Act**”);
  - (C) at the time of submission of the bid, has an account or an account of a corporate debtor which is under management or control of such person(s) or of whom such person(s) is a promoter, classified as non-performing asset in accordance with the guidelines of the RBI issued under the BR Act or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of 1 (one) year has lapsed from the date of such classification till the date of commencement of CIRP of the corporate debtor<sup>1</sup>;

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<sup>1</sup> provided that the Interested Bidder shall be eligible to submit a Bid if the Eligible Bidder has made the payment of any overdue amounts with interest thereon and charges relating to non-performing asset as of the date of submission of the Bid.

provided further, where the Interested Bidder has an account or an account of a corporate debtor under the management and control of such person or of whom such person is a promoter, classified as non-performing asset and such an account was acquired pursuant to a prior resolution plan approved under the IBC, then the above provision shall not apply to the Interested Bidder for a period of 3 (three) years from the date of approval of such resolution plan by the adjudicating authority under the IBC;

- (D) has been convicted for any offence punishable with imprisonment:
    - (i) for 2 (two) years or more under any act specified under the Twelfth Schedule of the IBC; or
    - (ii) for 7 (seven) years or more under any law for the time being in force<sup>2</sup>.
  - (E) is disqualified to act as a director under the Companies Act, 2013;
  - (F) is prohibited by the Securities and Exchange Board of India (“SEBI”) from trading in securities or accessing the securities markets;
  - (G) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, 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 IBC;
  - (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 IBC and such guarantee has been invoked by the creditor and remains unpaid in full or part;
  - (I) is subject to any disability, corresponding to abovementioned clauses (A) to (H) above, under any law in a jurisdiction outside India;
5. A list of all the connected persons is set out in Appendix I hereto.
  6. I/We irrevocably and unconditionally submit to the Liquidator, that the list of the connected persons set out in Appendix I hereto is exhaustive in all respects and the names of all the connected persons have been set out thereunder without any omission whatsoever.
  7. I/We submit to the Liquidator that the Interested Bidder unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons.
  8. I/We, submit that, till the approval of the bid, as and when any of the statements made hereunder are invalid, incorrect, or misrepresented by us/ any other person acting in jointly or in concert with us, I/we agree that such an event shall be a breach of the terms of the Asset Sale Process Memorandum for the e-auction dated \_\_\_\_\_ and hold the Interest Bidder ineligible from participating in the process of liquidation of Go Airlines (India) Limited.
  9. I/We agree and acknowledge that Liquidator and/or the SCC is entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing, and approving the bid submitted by the Interested Bidder.
  10. I/We unconditionally and irrevocably represent, warrant, and confirm that the Interested Bidder is eligible under the terms and provisions of the IBC and the rules and regulations framed thereunder to submit the bid.

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<sup>2</sup> provided that this clause shall not apply to a person after the expiry of a period of 2 (two) years from the date of his release from imprisonment;



11. I/We unconditionally and irrevocably undertake that I/We shall provide all data, documents and information as may be required to verify the statements made under this affidavit, to the satisfaction of the Liquidator.
12. I/We understand and agree that the Liquidator and/or the SCC may evaluate the bid to be submitted by the Interested Bidder or any other person acting jointly with it and such evaluation shall *inter alia* be on the basis of the confirmations, representations and warranties provided under this affidavit.
13. I/We undertake that I/we have fully understood all the terms and conditions in the Memorandum and unconditionally agree to be bound by the same.
14. I/We also undertake that the sale of the Specified Assets is on an “as is where is”, “as is what is”, “as is how is” “whatever there is” and “without any recourse” basis. I/we undertake and note that the Liquidator or the SCC make no representation as to any encumbrance on the title of the Specified Assets.
15. I/We undertake and note that if I/we are selected as the Highest Bidder in terms of the Memorandum, all pending dues pertaining to the Specified Assets as on the Transfer Date of the title shall be payable by us.
16. I/We agree and undertake to disclose/inform forthwith, to the Liquidator and/or the SCC, if the Interested Bidder becomes aware of any change in factual information in relation to it or its connected persons which would make it ineligible under any of the provisions of Section 29A of the IBC at any stage of the liquidation, after the submission of this affidavit.
17. I/We agree that in the event any of the above statements are found to be untrue or incorrect, then the Interested Bidder unconditionally agrees to indemnify and hold harmless the Liquidator and/or the SCC and each of their Representatives and advisors against any losses, claims or damages incurred by the Liquidator and/or the SCC, as the case may be, on account of such misrepresentation/ incorrect representation made by the Interested Bidder.
18. This affidavit 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 affidavit.
19. I/We submit that, the contents of this Affidavit, as provided above are correct, true, valid and genuine.
20. I/We submit that, no information/details, have been concealed while signing this Affidavit and there are no further facts to be disclosed to determine the eligibility of [name of the Interested Bidder] in terms of Section 29A of the IBC.

Solemnly affirmed by the said \_\_\_\_\_  
 [Insert name of the authorised signatory] at  
 \_\_\_\_\_[insert place] on this day of  
 \_\_\_\_\_[insert date].

Identified by Me  
 Advocate

DEPONENT  
 Before Me,  
 Notary

Notes:

1. Please note that in case of the Interested Bidder being an unlimited liability partnership firm under the Indian Partnership Act, 1932, the affidavit is required to be furnished separately by each partner of the partnership firm.
2. Please note that in case of the Interested Bidder being a limited liability partnership (“LLP”) incorporated under the Limited Liability Partnership Act, 2008, the affidavit will be provided by the ‘designated partners’ of the LLP on behalf of the LLP and also by each partner of the LLP for itself, acting in its capacity as partner of the LLP.

### VERIFICATION

I, the Deponent hereinabove [on behalf of \_\_\_\_\_ [name of the Interested Bidder]], do hereby verify and affirm that the contents of paragraph to of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

Verified at \_\_\_\_\_ on this \_\_\_\_\_, 2025.

Deponent's signature

***APPENDIX I***  
**LIST OF THE CONNECTED PERSONS AS DEFINED UNDER SECTION 29A (j) OF THE**  
**IBC**

***[Note to Interested Bidders: please list down the names of all the connected persons.]***

## Annexure IV

[To be notarized and stamped with adequate value as per the stamp laws prevailing in the Indian state of execution of this Affidavit]

### Confidentiality Undertaking

Date: \_\_\_\_\_

To,  
The Liquidator,  
Go Airlines (India) Limited (in liquidation)

Re: Confidentiality Undertaking pursuant to the Asset Sale Process Memorandum for e-auction dated \_\_\_\_\_ for sale of the assets of Go Airlines (India) Limited -in liquidation ("**Company**").

This Confidentiality Undertaking ("**Undertaking**") has been signed by \_\_\_\_\_ ("**Interested Bidder**"), having its office at \_\_\_\_\_ acting through Mr./Ms. \_\_\_\_\_, the authorized signatory / authorized representative of the Eligible Bidder in favour of the liquidator of the Company ("**Liquidator**") on \_\_\_\_\_.

**WHEREAS** the Company, is currently undergoing liquidation as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), pursuant to the order of the Hon'ble NCLT, New Delhi bench ("**Adjudicating Authority**") dated May 10, 2023.

**WHEREAS** the Adjudicating Authority has appointed the Liquidator, who is *inter alia* under an obligation to provide the relevant information, to the Interested Bidders for the purpose of conducting the sale process of the Company.

**WHEREAS** such Confidential Information shall only be shared by the Liquidator upon receipt of an undertaking from the Interested Bidder to the effect that the Interested Bidder ("**Bidder**") shall maintain confidentiality of such information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the provisions of the IBBI (Liquidation Process) Regulations, 2016 ("**Liquidation Regulations**").

**THEREFORE**, the Bidder hereby declares and undertakes as follows:

1. The Bidder agrees and covenants to protect, preserve and keep confidential such Confidential Information (as defined below) from any third party and not disclose the same to any third party through oral, electronic or written communication or any other mode (including on a data room) unless otherwise allowed herein. The Bidder shall not use such Confidential Information to cause any undue gain to itself or any other person, or undue loss to the Liquidator, Corporate Debtor or any of their Advisors and Representatives.

"**Confidential Information**" means all the information on the Data Room relating to the Company, and any other additional information in any form in relation to the Company provided by or on behalf of the Company or any of its affiliates or advisers to the Bidder, including but not limited to information concerning the business, financial condition, operations, assets and liabilities of the Company, reports or any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

2. The Bidder agrees to treat Confidential Information or any part thereof which has been or will be provided to it or its representatives in whatever form, by or on behalf of or in relation to the Company, as strictly confidential, in accordance with the provisions of this Undertaking and agrees to not disclose the same or any portion thereof to any person whatsoever without the prior written consent of the Liquidator. The Bidder also undertakes that the Confidential Information will be used solely as provided for in the Code.
3. The Bidder shall comply with provisions of all applicable laws for time being in force relating to confidentiality and insider trading.
4. The Bidder shall protect any intellectual property and confidential information of the Corporate Debtor and its subsidiary/ group companies, including improvements, derivatives, enhancements, modifications thereof, which we may have access to and as shared as part of the Confidential Information
5. The Bidder hereby agrees that the Confidential Information will be kept confidential and will not be disclosed, reproduced, disseminated, quoted, discussed, referred to, circulated or disclosed, in whole or in part, to any person provided however that, the Bidder may make any disclosure of such Confidential Information:
  - a. which is approved for release in writing by the Liquidator; or
  - b. to any of duly authorized representatives including the employees, professional or legal advisors, directors and/or affiliates of the Eligible Bidder or any third party (collectively, “**Representatives**”) on a strictly need to know basis and only for purposes pertaining to the Liquidation of the Company, and subject to such Representatives being subject to the same or substantially similar obligations of confidentiality as contained herein; or
  - c. if mandatorily required by law, regulation or any competent judicial, supervisory or regulatory body, and the disclosure will be limited to items as are strictly required to be disclosed as per the applicable law, order or directions.
6. The Bidder shall direct its Representatives (as *defined below*) to:
  - a. Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including without limitation the Corporate Debtor, the Liquidator or any of its creditors and / or stakeholders.
  - b. Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating the Confidential Information separate from its own confidential information.
  - c. Use the Confidential Information solely for the purposes of submitting a Bid in accordance with the Memorandum and not for any other purpose.
7. The Bidder shall ensure that all Confidential Information is kept safe and secure at all times and is protected from any unauthorised access, use, dissemination, copying, theft or leakage.
8. The Bidder hereby undertakes that it will not publish a news release or make any announcements or denial or confirmation in any medium concerning the proposal to prepare/ submit a Bid for the Company or contents of such proposed bid in any manner nor advertise or publish the same in any medium, without the prior written consent of the Liquidator

**(“Disclosing Party”).**

9. The Bidder agrees that the rights, title or interest (including intellectual property rights) in relation to the Confidential Information disclosed pursuant to this Undertaking shall remain the property of the Disclosing Party. No right, title, interest or license in the Confidential Information shall be conveyed to the Bidder or any other person by release of such Confidential Information by the Disclosing Party to it pursuant to the terms of this Undertaking.
10. For the purposes of this Undertaking, the obligation to maintain confidentiality shall not be applicable to following information, unless otherwise specified in the Code or the rules and regulations thereunder:
  - a. information which is or becomes generally available to the public other than as a result of a disclosure or wrongful act by the Bidder or its Representatives under this Undertaking;
  - b. information which was known to the Bidder as evidenced by written documentation prior to its being disclosed by the Company and in respect of which the Bidder has informed the Disclosing Party in writing;
  - c. information which is received by the Bidder on a non-confidential basis from a source other than the Disclosing Party or any of its representatives, provided that such source is not bound by a confidentiality undertaking with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information; or
  - d. Information which is disclosed as per any applicable law provided that the Bidder shall, in these cases, immediately notify the Disclosing Party of the information that is required to be disclosed as a result of such applicable law along with the corresponding details of the applicable law which warrants such disclosure.
11. The Bidder and its Representatives, in terms of applicable laws, IBC and the rules and regulations framed thereunder, will:
  - a. maintain confidentiality of the Confidential Information as per the terms of this Undertaking;
  - b. not use any such Confidential Information directly or indirectly to cause an undue gain or undue loss to me/us or any other person;
  - c. comply with provisions of law for time being in force relating to confidentiality and insider trading;
  - d. protect intellectual property of the Disclosing Party mentioned in the Confidential Information;
  - e. not share the Confidential Information with any Representative unless such Representative is bound by the terms of this Undertaking.
12. The Disclosing Party (i) does not make any representation or warranty, express or implied, as to, or assume any responsibility for the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it or the assumptions on which it is based; (ii) nor shall it be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or be otherwise liable to the

Bidder or any other person in respect of the Confidential Information.

13. The Bidder agrees that upon the written request of the Disclosing Party, it undertakes to surrender and return to the Disclosing Party, all Confidential Information and related documents, or destroy the same in accordance with the directions of the Disclosing Party, except to the extent, retention of such information is required under applicable law, within a period of ten (10) days of the receipt of such directions, provided that the Bidder shall, in such cases, immediately notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention. Provided further that such information which has been retained as a result of applicable law, shall continue to remain subject to the Confidentiality obligations contained herein till such time as the information is not returned by the Bidder to the Disclosing Party.
14. The Bidder agrees that it shall be responsible for any breach of this Undertaking by itself and/or its Representatives. The Bidder will provide a notice in writing to the Disclosing Party in the event any breach, misuse or misappropriation of such Confidential Information has occurred. Further, the Bidder agrees to promptly take all necessary measures to cure such breach, misuse or misappropriation and to mitigate its effects and keep the Disclosing Party apprised of all steps taken in this regard. The Bidder also agrees to ensure that all efforts will be made by it to prevent further breach, misuse or misappropriation of the Confidential Information.

The Bidder agrees and acknowledges that breach of any of the obligations under this Undertaking would result in irreparable harm to the Disclosing Party for which damages alone would not be an adequate remedy.

15. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Undertaking. All remedies available to the Disclosing Party whether provided herein or conferred by law, custom, trade or usage are cumulative and not alternative and may be enforced successively or concurrently.
16. It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
17. This Undertaking shall remain valid for a period of 3 (three) years after it is executed, notwithstanding whether the Bidder is shortlisted for the next phase of inviting binding bids or not, or whether the Bid submitted by the Bidder is placed before the Stakeholders Consultation Committee (“SCC”), and even after completion of the liquidation of the Company. Provided, in the event the Bidder retains Confidential Information as a result of applicable law, in accordance with paragraph 11 above, this Undertaking shall remain valid till the Bidder continues to retain such Confidential Information.
18. Nothing in this Undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
19. The Bidder hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
20. This Undertaking also applies to any Confidential Information accessed by the Bidder through

the Data Room.

21. This Undertaking shall be governed by and construed in accordance with the laws of India. Any action, suit or proceeding relating to this Undertaking shall be submitted to the exclusive jurisdiction of the courts of New Delhi.
22. This Undertaking may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any provision of this Undertaking shall not be amended or modified in whole or in part, except by an Undertaking in writing signed by the Bidder and the Disclosing Party.
23. The Bidder agrees that it will comply with all the terms and conditions aforesaid of this Undertaking.
24. The confidentiality undertaking shall be read in conjunction with any other undertakings provided by the Bidder to the Liquidator.

Encl: Board Resolution/ Power of Attorney authorizing the execution of this Undertaking

On behalf of \_\_\_\_\_ [Insert Name]

Name:

Title:



**Annexure V**  
**Performance Bank Guarantee**

*(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)*

To,  
Central Bank Of India  
Corporate Finance Brance,  
Fort, Mumbai 400023, India

1. Whereas Go Airlines (India) Limited ("**Company**") is undergoing a liquidation under the Insolvency and Bankruptcy Code, 2016 read with rules and regulations thereunder.
2. In consideration of the letter of demand dated \_\_\_\_\_ ("**LoD**") issued for the sale of specified assets of the Company ("**Specified Assets**") to \_\_\_\_\_ [*Insert name of the Successful Bidder with address*] ("**Successful Bidder**") pursuant to a bid submitted in terms of the Asset Sale Process Memorandum dated \_\_\_\_\_, as amended from time to time (hereinafter called "**ASPM**"), by the liquidator of the Company ("**Liquidator**"), in consultation with the stakeholders consultation committee of the Company ("**SCC**"), the \_\_\_\_\_ [*Insert name and address of the bank issuing the guarantee and address of the head office*] ("**Guarantor Bank**") hereby agrees unequivocally, irrevocably and unconditionally to pay to Central Bank of India having its office at \_\_\_\_\_ ("**Bank**") forthwith on demand in writing from any officer authorized by it in this behalf, no later than 48 (forty eight) hours from receipt of such demand, without any demur and recourse, and without the Bank having to substantiate the demand, any amount up to and not exceeding INR \_\_\_\_\_ /- (Indian Rupees \_\_\_\_\_ only) on behalf of \_\_\_\_\_ [*Insert name of the Successful Bidder*] (hereinafter called "**Performance Security**") for failure of the Successful Bidder to fulfil its obligations for payment of full and final sale consideration ("**Final Sale Consideration**") in accordance in terms of the ASPM for purchase of the Specified Assets.
3. We, \_\_\_\_\_ [*Insert name of Guarantor Bank*] do hereby undertake to pay the amounts due and payable under this Performance Security without any demur, merely on a demand from the Bank including from any officer authorised by it in this behalf. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Performance Security. However, our liability under this Performance Security shall be restricted to an amount not exceeding INR \_\_\_\_\_ /- (Indian Rupees \_\_\_\_\_ only).
4. We undertake to pay to the Bank any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
5. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [*Insert name of the Successful Bidder*] and / or any other person. The Guarantor Bank shall not require the Bank to justify the invocation of this Performance Security, nor shall the Guarantor Bank have any recourse against the Bank in respect of any payment made hereunder.
6. We, the Guarantor Bank further agree that this Performance Security herein contained shall remain in full force and effect for a period of 180 (one hundred eighty) days from the date hereof or that it shall continue to be enforceable till all the dues payable by the Successful

Bidder under the ASPM have been fully paid and its claim satisfied or discharged or till the Bank / Liquidator certifies that the sale of the Specified Assets has been given effect to and that the terms and conditions of the ASPM have been fully and properly carried out by the said Successful Bidder, unless further extended (“**PBG Validity Period**”), with an additional claim period of 1 (one) year from the last date of the PBG Validity Period, or an additional claim period as may be extended by the Parties till all the dues payable by the Successful Bidder under the ASPM have been fully paid and its claim satisfied or discharged.

7. We, the Guarantor Bank, further agree that the Bank and/or the Liquidator shall have the fullest liberty without our consent to vary any of the terms and conditions of the ASPM or to extend time of performance by the said Successful Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the said Successful Bidder and to forbear or enforce any of the terms and conditions relating to the ASPM. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Successful Bidder 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.
8. This Performance Security 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 Performance Security 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.
9. The Guarantor Bank’s obligations are absolute, irrevocable and unconditional irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defenses or other rights that the Guarantor Bank may have at any time and from time to time against the Bank, whether in connection with this Performance Security, 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 defense 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.
10. The Bank shall have a right to invoke this Performance Security, as many times as it deems fit, either in part or in full, as it may deem fit.
11. This Performance Security shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this Performance Security 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.
12. This Performance Security shall be a primary obligation of the Guarantor Bank and accordingly the Bank shall not be obliged before enforcing this Performance Security to take any action in any court or arbitral proceedings against the Successful Bidder, to make any claim against or any demand on the Successful Bidder, or to give any notice to the Successful Bidder or to exercise, levy or enforce any distress, diligence or other process

against the Successful Bidder.

13. We, the Guarantor Bank, further agree that the Liquidator and the Successful Bidder shall have the fullest liberty without our consent to vary any of the terms and conditions of the ASPM and/ or the LoD or to extend the time of performance by the Successful Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the Successful Bidder and to forbear or enforce any of the terms and conditions relating to the ASPM and/ or the LoD. We, the Guarantor Bank, shall not be relieved from our liability by any reason of any such variation, forbearance or extension being granted to the said Successful Bidder 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.
14. We, \_\_\_\_\_, lastly undertake not to revoke this Performance Security during its currency.

NOTWITHSTANDING anything contained herein:

1. This Performance Security shall be valid till \_\_\_\_\_ [*Insert the date of validity of the PBG as per the ASPM*]; and
2. We are liable to pay the guaranteed amount or any part thereof under this Performance Security only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ [*one year from Performance Security Validity Period*].
3. This Performance Security shall be extended from time to time for such period, as may be desired by the Successful Bidder or the Bank. We are liable to pay the guaranteed amount or any part thereof under this Performance Security only if the Bank serves upon us a written claim or demand.

All claims under this Performance Security shall be payable at New Delhi.

This Performance Security will be returned to us as soon as the purpose for which it is issued is fulfilled.

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

Witness:

- |    |  |             |      |     |
|----|--|-------------|------|-----|
| 1. | .....                                      | Signature   | Name | and |
|    | Address.                                   | Name:       |      |     |
| 2. | .....                                      | Designation |      |     |
|    | with Bank Stamp Name and Address           |             |      |     |
|    | Attorney as per power of attorney No ..... |             |      |     |

For:

..... [*Insert Name of the Guarantor Bank*]

Banker's Stamp and Full Address:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Notes:

The stamp paper should be in the name of the Guarantor Bank.

**Annexure VI**  
**Technical Terms & Conditions of E-Auction**

1. Interested Bidders are requested to refer to the following guide issued by IBBI for information in relation to registration and participation in the E-Auction Process. The link for the guide can be accessed here: [Auction guide for Bidders \(As on 01.04.2025\).pdf](#)
2. The details of the Specified Assets as provided on the E-Auction Portal are provided below:  
***[KCO Note: EY Team to provide details re Asset ID, Auction ID, Asset Name, Auction Start Date, Reserve Price, Industry sub-sector, Asset Classification, Asset Type and Asset Classification Sub-Type for each of the cars.]***

Asset Set	Description of Asset	Make	Condition	Location	Serial No	Asset ID
1	Toyota Fortuner	Toyota - 2015	Serviceable	Mumbai	MH01CD0129	3257