

**BEFORE THE PUNJAB STATE ELECTRICITY REGULATORY COMMISSION,
CHANDIGARH**

PETITION NO. 28 OF 2025

IN THE MATTER OF:

GVK Power (Goindwal Sahib) Limited

Plot No. 10, Paigarh Colony, Sardar

Patel Road, Hyderabad, Secunderabad,

Telangana – 500003

.....Petitioner

INDEX

S. No.	Particulars	Page No.
1	Affidavit on behalf of the Petitioner – GVK Power (Goindwal Sahib) Limited in response to the queries put forth by this Hon'ble Commission vide its order dated 29.07.2025	1-6
2	Annexure – 1.1: The Hon'ble NCLT Order dated 10.10.2022	7-62
4	Annexure – 1.2: Hon'ble NCLT Plan Approval Order dated 22.12.2023	63-86
5	Annexures – 1.3: CCI Order dated 02.01.2024	87-90
7	Annexure – 1.4: This Hon'ble Commission order dated 03.01.2024 in Petition No. 71 of 2023	91-102
8	Annexure – 1.5: Email dated 07.02.2024 sent on behalf of the erstwhile resolution professional of GVK to PSPCL, informing about the implementation of the Resolution Plan and the handing over of GVK to PSPCL	103-105
9	Annexure – 2: The audited balance sheet for FY 2024-25 used to arrive at the revised AFC for FY 2024-25	106-165
10	Annexure – 3: Detailed calculation with the bifurcation of AFC for FY 2023-24, along with the bifurcation of Energy Charges for FY 2023-24 on a normative basis for the periods from 01.04.2023 to 07.02.2024 and from 08.02.2024 to 31.03.2024	166-177

11	Annexure – 4.1: Details of weighted average Price of Coal for FY 2023-24	178
12	Annexure – 4.2: Details of weighted average Price of Oil for FY 2023-24	179
13	Annexure – 5 (Colly): Public Notices dated 24.07.2025 published in English, Punjabi and Hindi languages newspapers	180-182

THROUGH



**GAURAV DUDEJA, PARTNER
PHOENIX LEGAL**

Advocates for the Petitioner
Phoenix House, 254, Okhla Industrial Estate,
Phase III, New Delhi – 110020
Email: gaurav.dudeja@phoenixlegal.in
Mob: +91 9818833778

Place: New Delhi
Date: 22.08.2025

**BEFORE THE PUNJAB STATE ELECTRICITY REGULATORY COMMISSION,
CHANDIGARH**

PETITION NO. 28 OF 2025

IN THE MATTER OF:

GVK Power (Goindwal Sahib) Limited
Plot No. 10, Paigarh Colony, Sardar
Patel Road, Hyderabad, Secunderabad,
Telangana – 500003

.....Petitioner

**AFFIDAVIT ON BEHALF OF THE PETITIONER - GVK POWER (GOINDWAL
SAHIB) LIMITED IN RESPONSE TO THE QUERIES PUT FORTH BY THIS
HON'BLE COMMISSION *VIDE* ITS ORDER DATED 29.07.2025**

I, Sudhakar Thottempudi, S/o Venkateswara Rao T, aged about 44 years having office at Plot No. 10, Paigarh Colony, Sardar Patel Road, Secunderabad – 500003, Telangana, do hereby solemnly affirm and state as follows:

1. I say that I am a duly authorized representative of GVK Power (Goindwal Sahib) Limited, the Petitioner herein ("**GVK/Petitioner**"). I am competent to affirm this Affidavit on behalf of the Petitioner.
2. I say that this Hon'ble Commission *vide* Order dated 29.07.2025 directed the Petitioner to submit certain information detailed hereinbelow. In compliance thereof, the Petitioner is submitting the following for the kind consideration of this Hon'ble Commission:

Sr. No.	Information sought by this Hon'ble Commission	Response of the Petitioner
1.	Documents related to acquisition of the Petitioner's plant by PSPCL such as orders of NCLT,	It is submitted that GVK was admitted to the Corporate Insolvency Resolution Process (" CIRP ") under the provision of the Insolvency and Bankruptcy Code,

Sr. No.	Information sought by this Hon'ble Commission	Response of the Petitioner
	necessary approvals, resolution plans and its implementation etc.	<p>2016 ("IB Code") in terms of the order dated 10.10.2022 of the Hon'ble National Company Law Tribunal, Hyderabad bench ("NCLT").</p> <p>Subsequently, a Resolution Plan dated 28.06.2023, which was later revised and updated on 20.11.2023 ("Resolution Plan"), was submitted by Punjab State Power Corporation Limited ("PSPCL") in relation to GVK to the Resolution Professional, Mr. Ravi Sethia.</p> <p>The Resolution Plan which <i>inter alia</i> provided for the acquisition of GVK by PSPCL, was unanimously approved by the Committee of Creditors of GVK. Thereafter, the Hon'ble NCLT approved the Resolution Plan <i>vide</i> its order dated 22.12.2023 ("Plan Approval Order").</p> <p>Thereafter, the application (Form-I No. C-2023/12/1087) filed by PSPCL before Competition Commission of India ("CCI") for approval of acquisition of GVK was approved by CCI in terms of its order dated 02.01.2024 and this Hon'ble Commission in terms of its order dated 03.01.2024 in Petition No. 71 of 2023 accorded approval for acquisition of GVK by PSPCL.</p>

Sr. No.	Information sought by this Hon'ble Commission	Response of the Petitioner
		<p>Following the NCLT's Plan Approval Order, the Monitoring Committee was constituted and subsequently, resolutions were passed at the 8th Meeting of the Monitoring Committee (exercising the powers of the Board of Directors in the interim pursuant to the NCLT's Plan Approval Order), which was held on 06.02.2024 and concluded on 07.02.2024. During this meeting, new directors of GVK were appointed <i>with effect from 07.02.2024</i> and the resignation of the erstwhile directors of GVK pursuant to the implementation of the Resolution Plan, was noted. Moreover, the execution of all necessary documents for implementation of the Resolution Plan were also recorded.</p> <p>Pertinently, an email dated 07.02.2024 was sent on behalf of the erstwhile Resolution Professional of GVK to PSPCL informing that, in accordance with the resolutions passed during the 8th Meeting of the Monitoring Committee, the Resolution Plan had been successfully implemented and GVK has been handed over to PSPCL.</p>

Sr. No.	Information sought by this Hon'ble Commission	Response of the Petitioner
		A copy of the Hon'ble NCLT Order dated 10.10.2022 is attached hereto and marked as Annexure – 1.1 . A copy of Hon'ble NCLT Plan Approval Order dated 22.12.2023 is attached hereto and marked as Annexure – 1.2 . A copy of the CCI order dated 02.01.2024 is attached hereto and marked as Annexure – 1.3 . A copy of this Hon'ble Commission order dated 03.01.2024 in Petition No. 71 of 2023 is attached hereto and marked as Annexure – 1.4 . A copy of the email dated 07.02.2024 sent on behalf of the erstwhile Resolution Professional of GVK to PSPCL is attached hereto and marked as Annexure – 1.5 .
2.	The Petitioner to provide the provisional/audited balance sheet for FY 2024-25 to arrive at revised AFC of FY 2024-25.	The audited balance sheet for FY 2024-25 used in arriving at the revised Annual Fixed Cost (" AFC ") for FY 2024-25 is attached hereto and marked as Annexure – 2 .
3.	The Petitioner to provide the details and calculations of fixed charges and variable charges on normative basis for the period 01.04.2023 to 07.02.2024 and 08.02.2024 to 31.03.2024 separately. In case any element	A detailed calculation with the bifurcation of AFC for FY 2023-24, along with the bifurcation of Energy Charges for FY 2023-24 on a normative basis for the periods from 01.04.2023 to 07.02.2024 and from 08.02.2024 to 31.03.2024 is attached hereto and marked as Annexure – 3 .

Sr. No.	Information sought by this Hon'ble Commission	Response of the Petitioner
	has been taken up on actual basis should be indicated clearly.	<i>[Please note that the elements considered on an actual basis have been specifically indicated therein.]</i>
4.	Weighted average Price of Coal and Oil for FY 2023-24 in the format prescribed in the Order.	The details of the weighted average Price of Coal for FY 2023-24 in the prescribed format and the details of the weighted average Price of Oil for FY 2023-24 also in the prescribed format have been attached hereto and marked as Annexure – 4.1 and Annexure – 4.2 , respectively.

3. I say that this Hon'ble Commission in its Order dated 29.07.2025, has also observed as under: "...GVK has not published the public notice inviting the objections/suggestions, the same be published without any delay.". In this regard, I say that that the Petitioner, in compliance with the Order dated 06.06.2025 passed by this Hon'ble Commission and in accordance with Regulation 67 of the Punjab State Electricity Regulatory Commission (Conduct of business) Regulations, 2005, has published the said Public Notices in English, Punjabi and Hindi language newspapers on 24.07.2025. Public Notices were also uploaded on the official website of the PSPCL (<https://www.pspcl.in/Tariff-Petitions-of-GVK-Power.aspx>) on 25.07.2025. Copies of the Public Notices published in English, Punjabi and Hindi languages newspapers are also attached hereto and marked as **Annexure – 5 (Colly)**.

4. I say that the facts stated in this Affidavit are true and correct to my knowledge and are based on the records of the Petitioner maintained in the ordinary course of business.

For GVK POWER (GOINDWAL SAHIB) LTD.


Authorised Signatory

Deponent

VERIFICATION

I, the deponent above named do hereby verify that the contents of my above affidavit are true to my knowledge and belief; no part of it is false and nothing material has been concealed there from.

Verified at **Hyderabad** on the **22nd** day of **August**, 2025.


For GVK POWER (GOINDWAL SAHIB) LTD.


Authorised Signatory

Deponent



ATTESTED


Mohd. Hameed Khan
B.A., LL.B.
ADVOCATE & NOTARY
H.No: 1-8-495/19/C,
Vikar Nagar, Near Prakask Nagar
Begumpet, Secunderabad, Hyd.
Cell: 99941025702

S.No.21

**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – 1**
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
10.10.2022 AT 10:30 AM THROUGH VIDEO CONFERENCE

CP (IB) No. 43/7/HDB/2020
U/s 7 of IBC, 2016

IN THE MATTER OF:

Axis Bank Ltd

... Financial Creditor

Vs

GVK Power (Goindwal Sahib) Ltd

... Corporate Debtor

C O R A M:-

DR. VENKATA RAMAKRISHNA BADARINATH NANDULA, HON'BLE MEMBER (JUDICIAL)
SH. VEERA BRAHMA RAO AREKAPUDI, HON'BLE MEMBER (TECHNICAL)

O R D E R

Order in Company Petition CP (IB) No. 43/7/HDB/2020 pronounced and recorded vide separate sheets. In the result, the Company Petition is admitted and the Corporate Debtor is put under CIRP.

Sd/-
MEMBER (T)

Sd/-
MEMBER (J)

**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH, HYDERABAD**

CP (IB) No.43/7/ HDB/2020

U/s 7 of I&B Code, 2016 read with Rule
4 of I & B (AAA) Rules, 2016.

In the matter between:

Axis Bank Limited

Represented by Ms. B. Lakshmi Sailaja
w/o S. Seshu Ramakrishna
Asst Vice President
C/o Corporate Banking Branch
1st Floor, G. Pulla Reddy Building
Greenlands, Begumpet
Hyderabad – 500 016.

**.. Petitioner
Financial Creditor**

VERSUS

GVK Power (Goindwal Sahib) Limited

Plot No.10, Paigah Colony
Sardar Patel Road
Secunderabad
Hyderabad – 500003.

**.. Respondent
Corporate Debtor**

Date of order : 10th October 2022

Coram:

**DR. VENKATA RAMAKRISHNA BADARINATH NANDULA,
HON'BLE MEMBER (JUDICIAL)**

and

**SHRI VEERA BRAHMA RAO AREKAPUDI,
HON'BLE MEMBER (TECHNICAL)**

PRESENT :

For Petitioner : Shri Vivek Reddy, Senior Counsel assisted by
by Ms. Neha Pandey, advocate.

For Respondent: Shri Niranjan Reddy, Senior Counsel assisted by Ms.
Rubaina S. Khatoon and
Shri Rusheek Reddy K.V., advocates.

PER BENCH

ORDER

This is an Application filed by Axis Bank Limited under section 7 of the I&B Code, 2016. The Petitioner/ Axis Bank Limited is a company incorporated under the Companies Act, 1956, on 27.04.1995, having its registered office at: Trishul, 3rd Floor, Opp Samatheshwar Temple, Near Law Garden, Ellis Bridge, Ahmedabad, and having its Corporate Banking Branch at Hyderabad as described above.

2. The respondent/ GVK Power (Goindwal Sahib) Limited is a limited company incorporated under the provisions of the Companies Act, 1956. It is, inter alia, engaged in the business of establishment of power projects.

3. The present application is filed by the financial creditor/ Axis Bank against the Corporate Debtor/ GVK Power (Goindwal Sahib) Limited, for default of financial debt of **Rs.442,20,14,321.40** (Rupees four hundred forty two crore twenty lac fourteen thousand three hundred twenty one and paise forty only). The said sum includes interest and penal interest (i) on Term Loans I, II, III and IV and (ii) on Working Capital facilities.

4. Hence, this Petition is filed under Section 7 of Insolvency and Bankruptcy Code, 2016, read with Rule 4 of Insolvency & Bankruptcy (Application to the Adjudicating Authority) Rules, 2016, seeking admission of the petition, initiation of Corporate Insolvency Resolution Process (CIRP), granting moratorium and appointment of Interim Resolution Professional as prescribed under the Code and Rules thereon.

5. Term Loans I, II, III and IV and Working Capital facilities granted to the Corporate Debtor, brief stated, are as under:

(i) TERM LOANS:

Term Loan No.	Facility Agreement	Amount in Rupees	Purpose of the facility granted.
I	First Agreement dated 01.02.2010 and Amendment Agreement dated	200,00,00,000 (Rupees two hundred crore)	Part-financing cost for setting up of coal-fired thermal power plant at

	23.10.2015 (ANNEXURE 5)		Goindwal Sahib, District Taran Taran, Punjab.
II	Bilateral Term Loan Agreement dated 24.12.2014 and Second Facility Agreement dated 07.08.2015 (ANNEXURE 6)	41,00,00,000 (Rupees forty one crore)	Part-financing the cost overrun.
III	Sanction Letter dated 22.09.2015 and Third Facility Agreement dated 15.04.2016. (ANNEXURE-7)	40,25,00,000 (Rupees forty crore and twenty five lacs)	Part-financing further cost overrun due to further delays in implementing the project.
IV	Sanction letter dated 27.03.2017, Bilateral Term Loan Agreement dated 28.03.2017 and Fourth Facility Agreement dated 21.07.2017. (ANNEXURE-8)	12,30,00,000 (Rupees twelve crore and thirty lacs)	Part-financing the further cost overrun.

(ii) **WORKING CAPITAL FACILITIES :**

- The Financial Creditor vide its Sanction Letter dated 20.06.2016 had sanctioned Rs.32,20,00,000/- (Rupees thirty two crores and twenty lacs only) with non-fund based limit of Rs.6,44,00,000/-. By virtue of the above Sanction Letter, vide Deed of Accession

dated 29.06.2016, the Financial Creditor became party to the Working Capital Consortium Agreement dated 15.04.2016.

- The Financial Creditor had enhanced the Cash Credit Limit from Rs.32,20,00,000/- to Rs.61,50,00,000/- (Rupees sixty one crore and fifty lacs only), vide Sanction Letter dated 27.03.2017.
- Subsequently, Supplemental working Capital Consortium Agreement dated 21.07.2017 had been executed among the Corporate Debtor, the Rupee Lenders and IDBI Bank. Copies of all the above documents related to Working Capital Facilities are at ANNEXURE-9.
- Based on the Term Loan facilities and Working Capital facilities an amount of Rs.328,45,00,000/- has been disbursed by the Financial Creditor to the Corporate Debtor. Statements of Accounts for Term Loans-I, II, III and IV and in respect of Working Capital Cash Credit Facilities are at ANNEXURE-10.

6. When the Corporate Debtor had defaulted in payment of instalments under Clause 2.4.1 of the Master Amendment Agreement dated 31.08.2017, the Financial Creditor issued Default/ Recall Notice dated 17.12.2019 (ANNEXURE-11) declaring all the amounts under Term Loans-I, II, III and IV and Working Capital Cash Credit Facilities to be immediately due and payable.

7. The Corporate Debtor / GVK Power (Goindwal Sahib) Limited has filed (FIRST) REPLY 26.05.2020 contending that:

- (i) The Corporate Debtor stood as the successful bidder to build, own and operate coal-fired thermal power project in the international competitive bidding process initiated by the Government of Punjab. The Corporate Debtor has been incorporated as a Special Purpose Vehicle (SPV) and on 08.02.2006, Memorandum of Understanding (MoU) was executed between the Corporate Debtor and PSEB.
- (ii) Voicing difficulties experienced in getting coal supplies; proceedings before Punjab State Electricity Regulatory Commission (PSERC) and Appellate Tribunal for Electricity (APTEL) the Corporate Debtor and allied aspects, the Corporate Debtor attributed such adversities to 'force majeure' or an act of God.
- (iii) In the meanwhile the decision dated 25.08.2014 of the Hon'ble Supreme Court in the case of Manohar Lal Sharma Vs. the Principal Secretary & Others, (2014) 9 SCC 516 read with consequential order dated 29.09.2014, had resulted into cancellation of coal blocks allotted to various projects in the country including the project of the Corporate Debtor.
- (iv) The matter was referred to Arbitral Tribunal. The Tribunal has delivered award dated 10.04.2017, holding that:

“We have decided in the proceeding (sic.) paragraphs that ‘force majeure’ events which were beyond reasonable control of the claimant/ petitioner did exist under some of the circumstances which have been summarised in par 86 above. Delay in achieving SCOD (Schedule Commercial Operation Date) is due to such ‘force majeure’ events. Accordingly, the claimant/ petitioner is entitled for extension of SCOD from 4.1.2010 to 25.6.2014 as prayed for.”

- (v) PSERC, vide judgment dated 17.01.2020 (ANNEXURE-4), has fixed Annual Fixed Cost (AFC) of the project (Tariff Order), which was lower than Provisional Tariff. The respondent/ Corporate Debtor carried the matter before APEL and also filed an IA seeking status quo order. However, the APTEL dismissed the said IA, vide order dated 26.02.2020 (ANNEXURE-5), holding that the tariff be paid as per the Tariff Order.
- (vi) The respondent/ Corporate Debtor has alleged suppression of facts on the part of the applicant herein. The Corporate Debtor has quoted several agreements and relevant clauses contained therein to drive home the point that the Project Lenders including the applicant herein had consented for priority repayment to the Priority Lenders. As such obligation of the respondent to repay the Project Lenders starts when Priority Lenders are paid in full. When the debt owed to Priority Lenders is still outstanding and has not been fully paid, the applicant

cannot initiate any proceedings against the respondent including the present proceedings under I&B Code, 2016.

- (vii) Besides, the applicant had sought certain directions in IA No.116 of 2020 I CP IB No.43/7/ HDB/ 2020 and this Tribunal vide order dated 25.02.2020 has rejected the said IA vide following observations:

“16. We have referred to various clauses of the agreements and there is no dispute that the applicant is also a party to the said agreements. Then the same are binding on the applicant and the applicant cannot be permitted to seek relief against the terms of the agreements. The relief prayed for by the applicant cannot be granted in light of various agreements referred to hereinabove. The application deserves to be dismissed.”

- (viii) There were Reserve Bank of India (RBI) Circular carried in appeal before the Hon’ble Apex Court, proceedings before Hon’ble Telangana High Court, RBI Directions of 2019. The Consortium of Lenders including the applicant herein deliberated said RBI Directions 2019 and concluded that Resolution Plan outside I&B Code would be a better option. Inter-creditor Agreement dated 06.07.2019 (ANNEXURE-21, page 1141 of the Reply filed by the respondent) was also executed in pursuance of RBI Directions 2019.

62

It is submitted Clause 7.3 (b) read with Clause 13 of ICA dated 06.07.2019, provide that no lender including Dissenting Lender can initiate any legal action against the respondent. By the ICA all the lenders have agreed to maintain 'Standstill' period during implementation of Resolution Plan under RBI Directions 2019. Thus, the present proceedings is in violative of said Clause 7.3 (b) of the ICA. The applicant has suppressed the fact of execution of ICA.

- (ix) It is submitted that if the present Company Petition is admitted and CIRP commenced it will lead to serious erosion of value of assets and Banks/ financial institutions will sustain losses. Said fact has been acknowledged by the Project Lenders in Minutes of several meetings.

8. The applicant has filed Rejoinder dated 04.06.2020, wherein it is submitted that:

- (i) As regards Clause 3.1 of the Inter-creditor Agreement, it is submitted that notwithstanding any agreement between any of the parties, Section 7 of the I&B Code, 2016 confers a substantive right on any Financial Creditor a right to move an application with the Adjudicating Authority in the event of occurrence of default.

- (ii) As regards the contention of the respondent/ Corporate Debtor that until priority lenders are paid in full, the project lenders cannot be paid, it is submitted by the Financial Creditor that on date of filing of the Company Petition, the account of the priority lenders and bondholders was current and there were no outstanding dues payable to them. On the other hand an amount of Rs.442.20 crore was outstanding in view of the defaults committed by the respondent/ Corporate Debtor, while servicing the debt owed to the applicant. Thus, the Financial Creditor dismisses the plea of the Corporate Debtor that until the amounts which were due and payable to the priority lenders are paid in full, the applicant cannot initiate the present proceedings under the I&B Code.
- (iii) As regards the allegation of suppression of material facts levelled by the Corporate Debtor including suppression of various agreements entered into between the applicant/ Financial Creditor and other stakeholders, the applicant Financial Creditor submitted that the applicant has filed all the financing documents, viz. Facility Agreements and Working Capital Agreements to which the Financial Creditor is a party

and also filed loan account statements to establish default committed by the Corporate Debtor.

- (iv) The applicant/ Financial Creditor ridiculed and dismissed the averment of the Corporate Debtor that it had paid Rs.38 crores to the project lenders as against the outstanding dues owed by the Corporate Debtor to the project lenders amounting to Rs.800 crores as on 31.03.2019.
- (v) As regards the contention of the Corporate Debtor that Clause 13 of the Inter-creditor Agreement dated 06.07.2019 mandates standstill, the applicant/ Financial Creditor submits that the said clause does not bar the applicant from filing the present proceedings under the I&B Code, 2016. It is further submitted by the Financial Creditor that a perusal of Clause 13(2) of the ICA dated 06.07.2019, would reveal that the standstill provision will be for an initial period of 30 days from commencement of the Review Period and would only be extended to a further period of 180 days, in the event of lenders deciding on implementation of Resolution Plan. However, in the present case there was no decision on formulation of Resolution Plan. Therefore, 'standstill' clause does not apply beyond 30-day

review period and even if it is applied to 180-day period, the same is not binding on the applicant.

- (vi) As regards the contention of the respondent/ Corporate Debtor that the applicant/ Financial Creditor cannot initiate present proceedings without consent/ consensus of the majority lenders or Joint Lenders Forum, the applicant/ Financial Creditor submitted that the Financial Creditor is not bound to seek such consent. The applicant relied on order dated 22.12.2017 of the Hon'ble NCLT, Kolkata Bench in Bank of Maharashtra Vs. Visa Power Limited, rendered in CP IB No.574/KB/2017. The Hon'ble Kolkata Bench while rejecting the contention of the Corporate Debtor therein that the Financial Creditor therein did not have consent of majority lenders/ Joint Lenders Forum admitted the said petition relying on the judgment of the Hon'ble Supreme Court in Innoventive Industries Ltd Vs. ICICI Bank, 2017 SCC OnLine SC 1025, wherein it was held by the Hon'ble Apex Court that,

“30. in the case of a corporate debtor who commits a default of a financial debt, the adjudicating authority has merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred. It is of no matter that the debt is disputed so long as the debt is “due” i.e. payable unless

interdicted by some law or has not yet become due in the sense that it is payable at some future date. It is only when this is proved to the satisfaction of the adjudicating authority that the adjudicating authority may reject an application and not otherwise.”

9. The respondent/ Corporate Debtor has filed (Second) Reply dated 22.07.2020 in response to Rejoinder dated 04.06.2020 filed by the applicant, gist of which is discussed hereunder:

(i) The information filed by the applicant herein obtained from National E-Governance Services Limited (NeSL) by way of IA No.339 of 2020, has been taken on record vide order dated 05.06.2020, without prejudice to the rights of the Corporate Debtor to challenge accuracy of such information. It is contended by the respondent/ Corporate Debtor that the said information is based on the inputs provided by the applicant/ Financial Creditor and as such no authenticity can be attached thereto. It is submitted that NeSL maintains Information Utility under the Code in a manner as received by the sender. In the present case the sender of information is the applicant/ Financial Creditor. NeSL neither gathers any information through its own sources nor does it verify veracity of the same. Therefore, this Tribunal is not obligated to consider such reports submitted by NeSL.

(ii) Trust and Retention Account (TRA) cannot be frozen. Operational expenses incurred by the respondent have to be discharged from cash flows of the company, which were deposited in TRA, under the control of the Account Bank, as per the Trust and Retention Account Agreement. The TRA Agreement stipulates that the Account Bank is required to release payments from TRA on approval of the Priority Lender under Inter-Creditor Agreement. However, the Account Bank is holding back funds even after approval given by the Priority Lenders. It is further submitted that Facility Agreements and Inter-Creditor Agreements executed by the respondent/ *Corporate Debtor*, project lenders including the applicant and priority lenders, when read together harmoniously it would require all concerned to mutually fulfil the reciprocal promises.

(iii) The respondent/ *Corporate Debtor* has alleged that the Account Bank had debited wrongfully certain amounts from TRA and redeposited the same in the TRA. Such unauthorised debits and redeposits without interest constitute events of fundamental default.

(iv) The respondent/ *Corporate Debtor* reiterated the submissions made earlier with regard to standstill period *Inter-creditor Agreement dated 06.07.2019*. It is emphasised that the applicant could not have withdrawn from *Inter-Creditor Agreement in violation of RBI Directions, 2019* and

that the present Company Petition having been filed within 180-day standstill period deserves dismissal.

(v) It is submitted that IDBI Trusteeship Services Limited (Bond Trustee) has filed a Commercial Suit before the Hon'ble High Court of Bombay for release of a sum from the TRA, to enable the respondent/ *Corporate Debtor* to pay the outstanding dues to priority lender. However, during pendency of said suit certain amounts were withdrawn. This would defeat the priority rights of priority lender and it would further defeat the contractual obligation of the respondent/ *Corporate Debtor* to repay to the priority lender.

(vi) However, subsequently, when the above Commercial Suit came up before the Hon'ble High Court of Bombay for hearing, the Hon'ble High Court passed order dated 26.06.2020 (Annexure-35, pages 83-85) restraining all the lenders from withdrawing any amount from TRA of the respondent.

10, The respondent/ *Corporate Debtor* has filed (Third) Additional Reply dated 16.02.2022, bringing on record below mentioned additional facts claimed to have occurred subsequent to filing of Additional Reply:

- Post filing of the present Company Petition, priority lender representing by IDBI Trusteeship Services Limited in its capacity

as Bond Trustee has filed a Commercial Suit before the Hon'ble High Court of Bombay on 20.06.2020 for release of 292.70 crores from the trust and Retention Account for repayment of debt payable by the respondent to the Priority Lender-II. In compliance with the order of the Hon'ble High Court of Bombay dated 19.08.2020 (Annexure-38, Pages 7-9 of this Reply), said priority lender-II was paid in full.

- Thereafter, the Corporate Debtor had entered into 6th Amended and Restated Trust an Retention Account Agreement dated 08.03.2021 ('TRA Agreement' for brevity) [Annexure 39 of this Reply] with the existing lenders including the applicant herein.
- It was agreed under Clause 3.1.2(g)(i) of the said 6th Amended TRA dated 08.03.2021 that 25% of revenue generated from Punjab State Power Corporation Limited (PSPCL) was to be utilised for serving the loan repayments to the existing lenders.
- The respondent/ Corporate Debtor does not have any control over the TRA Account and entire revenue generated by the respondent is being deposited into TRA Account.
- PSPCL had issued a preliminary default notice dated 29.10.2021 and termination notice dated 26.01.2022 terminating the Power

Purchase Agreement executed with the Corporate Debtor. The Corporate Debtor has challenged the said notices before the Punjab State Electricity Regulatory Commission. The Commission vide order dated 09.02.2022 (Annexure-40) has granted interim suspension of said termination notice dated 26.01.2022.

- The Lenders' Agent had issued Notice dated 01.02.2022 (Annexure-41) to PSPCL for substitution of the respondent/ Corporate Debtor under the Power Purchase Agreement.

11. The Financial Creditor has filed WRITTEN SUBMISSIONS dated 07.03.2022, the substance of which is as under:

12. The Financial Creditor has sanctioned loans totalling to Rs.3,55,05,00,000/- to the Corporate Debtor, comprising of four term loans and one working capital loan, from the year 2010. Apart from the petitioner herein, twelve other financial institutions also sanctioned loans to the Corporate Debtor, the list of which is given in para 2 of this Written Submissions. All these 13 financial institutions are known as '**Senior Lenders**'.

13. As the project could not be implemented in time, there were four cost overruns, all of which were financed by the Senior Lenders vide three additional loan facilities.

14. On 21.07.2017, Inter Creditor Agreement (ICA) was entered into between 13 Senior Lenders and 2 priority lenders, viz. Deutshce Bank AG and DB International (Asia) Ltd. delineating rights and liabilities among themselves. The Corporate Debtor was not a party thereto.

15. On the same day, Senior Lenders entered into a Master Amendment Agreement with the Corporate Debtor, inter alia amending certain clauses in the facility agreements.

16. Since the Corporate Debtor failed adhere to repayment schedule Master Amendment Agreement dated 21.07.2018, the Financial Creditor issued Loan Recall Notice dated 17.12.2019.

17. The Financial Creditor has furnished proof of debt and proof of defaults at subparas I(A) and (B) of the Written Submissions to demonstrate that debt and default as defined under section 3(11) and 3(12) of the Code are established.

18. The Corporate Debtor has filed WRITTEN SUBMISSIONS dated 07.03.2022, the substance of which is as under:

(i) The Corporate Debtor has relied on Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions, 2019 dated 07.06.2019 (placed at pages 1106-1131, Vol. 6 of the reply of the Corporate Debtor), more particularly, Directions 9, 10 of the said

directions. It is contended that the Financial Creditor has filed the present petition in violation of those Directions.

(ii) The Corporate Debtor has also relied on Inter Creditor Agreement dated 06.07.2019, more particularly, Clauses 13 and 7.3(b) thereof.

(iii) There is no default on the date of filing of the present petition. Cashflows from the Trust and Retention Account (TRA) shall be first utilised to pay the priority lenders in full and the Corporate Debtor has discharged all its obligations.

19. It is contended that the Financial Creditor has filed this petition in breach of the below mentioned deeds/ agreements:

- Priority Lender Debenture Trust Deed dated 30.04.2018 (pages 728-896 of the reply), more particularly Clauses 5.6, 24.3(a), 24.23, and 6.1.
- Trust and Retention Account Agreement dated 21.07.2017.
- Inter Creditor Agreement dated 30.04.2017/ Restated Agreement dated 21.07.2017.

20. The Corporate Debtor has filed additional written submissions dated 27.04.2022, contending that:

(i) The applicant has entered into (pages 15-55 of rejoinder by Financial Creditor), more particularly Clauses (H), (J) and (K) thereof and

also agreed to statutory variation in terms of RBI Directions (pages 1106-1131 of Vol.6 of the reply of the Corporate Debtor). Having done so, the Financial Creditor cannot rely on facility agreements.

(ii) Clause 13 and Clause 7.3(b) of Inter-Creditor Agreement dated 06.07.2019, provide that during implementation of the Resolution Plan, each lender agreed not to initiate any legal action or proceeding including proceeding under I&B Code against the respondent for a period of 180 days commencing from 06.07.2019 till 06.01.2020.

(iii) Thus, having agreed to waive the options for recovery available to them under the facility agreements or otherwise, the Financial Creditor cannot file this petition. In this regard the Corporate Debtor has relied on decision in Babulal Badriprasad Varma Vs. Surat Municipal Corporation and others, (2008) 12 SCC 401, paras 42-29.

(iv) The applicant/ Financial Creditor having entered into Inter-Creditor Agreement dated 06.07.2019, executed in pursuance of RBI Directions dated 05.06.2019 cannot file the present petition.

21. In the light of the contest as above the **Point** that require due consideration by this Adjudicating Authority is:

6.01

- Whether the financial debt claimed by the financial creditor as due and payable by the corporate debtor was neither due nor payable, as on the date of filing this application in view of the RBI directions dated 05.06.2019 and the provisions of ICA dated 06.07.2019, if so, is there any default?

We have heard Shri Vivek Reddy, learned senior counsel who is assisted by Ms. Neha Pandey, learned advocate for the petitioner and Shri Niranjan Reddy, learned senior counsel who is assisted by Ms. Rubaina S. Khatoon and Shri Rusheek Reddy K.V., learned advocates for the respondent. Perused the record, written submissions and the case law.

Point.

Whether the financial debt claimed by the financial creditor as due and payable by the corporate debtor was neither due nor payable, as on the date of filing this application in view of the RBI Circular dated 05.06.2019 and the provisions of ICA dated 06.07.2019, if so, is there any default?

22. There is no quarrel as regards sanction of loans aggregating to Rs.355.4 crores by the financial creditor in favour of the Corporate Debtor towards four *Term Loans and one Working Capital facilities granted to the Corporate Debtor commencing from the year 2010. In addition, twelve other financial institutions along with the applicant also have advanced loans to the Corporate Debtor, aggregating to more than Rs.3000 crores, so as to part-finance the costs for setting up of 540 MW*

coal-fired thermal power plant at Taran Taran, Punjab and to finance the working capital requirements of the Corporate Debtor. For the sake of convenience, the applicant herein and twelve other financial institutions are collectively referred as “Senior Lenders”.

23. There were four cost overruns and these cost over runs were also financed by the Senior Lender. The cost overruns were also made by the Senior Lenders by way of three additional loan facilities, namely,

- Facility Agreement dated 07.08.2015,
- Facility Agreement dated 15.04.2016 and
- Facility Agreement dated 21.07.2017,

apart from the Original Rupee Loan Facility Agreement dated 01.02.2010. Working capital loan was also extended vide Working Capital Consortium Agreement dated 15.04.2016, by the Senior Lenders, including the applicant herein.

24. In the year 2017, Deutsche Bank AG, extended a loan to the Corporate Debtor with a condition that they would be recognized as a priority lender with priority rights. Also, DB International (Asia) Limited vide Debenture Trust Deed dated 30.04.2017, subscribed to the bonds issued by the Corporate Debtor, thereby becoming a Priority Bond Holder and was represented by IDBI Trusteeship Services Limited, in its capacity as a Bond Trustee.

6/2

25. All the lenders of the Corporate Debtor i.e., 13 Senior Lenders and the 2 priority lenders i.e., Deutsche Bank AG and DB International (Asia) Limited entered into an Amended and Restated Inter Creditor Agreement dated 21.07.2017, herein after referred to as '**ICA**', delineating the rights and liabilities amongst themselves. It is pertinent to note that the Corporate Debtor is not a party to the above ICA dated 21.07.2017. On the very same day viz, on 21.07.2017, the Senior Lenders entered into a Master Amendment Agreement dated 21.07.2017, with the Corporate Debtor, *inter-alia* amending certain clauses in the Facility Agreements entered by and between them, especially the repayment schedule. As per Clause 2.1 of the said Agreement, the Corporate Debtor undertook to repay the facilities advanced by the Senior Lenders in 78 structured quarterly instalments commencing from 31.10.2017 to 31.01.2037, as set-out in the repayment schedule therein.

26. According to the Ld. Sr. Counsel for applicant as the Corporate Debtor failed to make payments in terms of the repayment schedule set-out in the Master Amendment Agreement dated 21.07.2017 and thereby committed default to all the Senior Lenders including the applicant herein, it has issued a Loan Recall Notice dated 17.12.2019, and as the same was not complied by the corporate debtor, filed this application. In support of its contention that the Corporate Debtor has committed default has

6 el

produced record of default from the information utility, viz., National E-governance Services Limited.

27. Ld. Sr. Counsel also relied on the Minutes of the Joint Lenders Meeting dated 11.01.2022, and contended that the same clearly depict that other Senior Lenders also proposed to file an application in NCLT for initiation of CIRP against the Corporate Debtor, as the Corporate Debtor situation is not improving despite several opportunities given to it. This shows that the Senior Lenders are also supporting the stand taken by the applicant herein to file application under section 7 of the I&B Code, 2016 against the Corporate Debtor.

28. The Ld. Sr. Counsel for the respondent has also brought to the notice of this Tribunal that the loan advanced by Deutsche Bank AG has already been fully repaid by the Corporate Debtor and withdrawal of the Interlocutory Application I.A. No. 488 of 2020 filed by the Bond Trustee seeking to implead and opposing the above Company Petition, on account of payment made by the Corporate Debtor.

29. Strongly refuting the submissions as above made by the learned senior counsel for the applicant herein, the learned senior counsel for the Corporate Debtor would contend that, initiation of the present proceedings itself is in violation of Reserve Bank of India (Prudential Framework for

Resolution of Stressed Assets) Directions 2019 dated 07.06.2019 and the Inter Creditor Agreement dated 06.07.2019 executed pursuant the RBI Directions, 2019. In this regard, learned senior referred to directions 9 and 10 of the RBI directions, 2019, which are as below:

Direction 9.

“All lenders must put in place Board-approved policies for resolution of stressed assets, including the timelines for resolution. Since default with any lender is a lagging indicator of financial stress faced by the borrower, it is expected that the lenders initiate the process of implementing a resolution plan (RP) even before a default. In any case, once a borrower is reported to be in default by any of the lenders mentioned at 3(a), 3(b) and 3(c), lenders shall undertake a prima facie review of the borrower account within thirty days from such default (“Review Period”). During this Review Period of thirty days, lenders may decide on the resolution strategy, including the nature of the RP, the approach for implementation of the RP, etc. The lenders may also choose to initiate legal proceedings for insolvency or recovery.”

6/2

Direction 10.

“In cases where Resolution Plan is to be implemented, all lenders shall enter into an inter-creditor agreement (ICA), during the above-said Review Period, to provide for ground rules for finalisation and implementation of the Resolution Plan in respect of borrowers with credit facilities from more than one lender. 5 The ICA shall provide that any decision agreed by lenders representing 75 per cent by value of total outstanding credit facilities (fund based as well non-fund based) and 60 per cent of lenders by number shall be binding upon all the lenders. Additionally, the ICA may, inter alia, provide for rights and duties of majority lenders, duties and protection of rights of dissenting lenders, treatment of lenders with priority in cash flows/differential security interest, etc. In particular, the RPs shall provide for payment not less than the liquidation value due to the dissenting lenders.”

30. According to the learned senior counsel, the direction 11 of the RBI Directions supra, envisages that Resolution Plan shall be implemented within a period of 180 days from the end of review period, which is 180 days from 07.07.2019, i.e. by 06.01.2020. The RBI Directions dated 07.06.2019 are to be scrupulously followed as the same have statutory force and any deviation thereof is deemed to be a statutory violation.

31. The learned senior counsel for the Corporate Debtor further contended that in pursuance of the RBI Directions dated 07.06.2019 the creditors including the applicant herein had agreed to implement a Resolution Plan, and the creditors entered into a Inter Creditor Agreement dated 06.07.2019, which has been executed pursuant to the above RBI Directions dated 07.06.2019. As per the said RBI Directions dated

6 el

07.06.2019, thirty days is the review period, within which resolution has to be formulated and thereafter, the lenders shall not commence any civil action or proceedings under I&B Code, 2016 for a period of 180 days pursuant to the Lenders deciding that they will implement the Resolution Plan as per the regulatory framework.

Clauses 7.3 (a) and (b) of the RBI Circular provide that:

“(a) the Resolution Plan that is approved by the Majority Lenders shall be final and binding on all the Lenders and each Lender (including the Dissenting Lenders) agrees and undertakes to be bound by the approved Resolution Plan;

(b) during the resolution process and during the implementation of the Resolution Plan that has been approved by the Majority Lenders in accordance with this Agreement and the Regulatory Framework, each Lender (including if such Lender is a Dissenting Lender) agrees that it shall not initiate any legal action or proceedings (including proceedings under IBC) against the Borrower or any other person that may jeopardise the successful implementation of the Resolution Plan in accordance with the terms of such Resolution Plan;”

32. According to the Ld. Sr Counsel, as per Clause 10.2 of the ICA Agreement enables termination of the agreement by any creditor only if it is approved by the majority. Therefore, on reading Clause 13.2 of the ICA Agreement in conjunction with the RBI Circular, it becomes evident that only if the Resolution Plan is to be implemented, all lenders shall enter into an inter creditor agreement. Since in the case on hand, Inter-creditor

Agreement dated 06.07.2019 has been entered, only because it was decided by the creditors to implement the Resolution Plan. Learned senior counsel further contended that as per Clauses 7.3 and 13 of the ICA Agreement. during the Resolution process, viz. during the validity of the ICA dated 06.07.2019, any dissenting Lender cannot initiate any Legal action or initiate proceedings under IBC of 2016.

33. As regards the contention of the applicant/ Bank, the standstill period will not be applicable in this case as there was no decision to implement Resolution Plan within 30 days, learned senior counsel for the respondents submitted that the very execution of the Inter Creditor Agreement dated 06.07.2019 in accordance with the RBI Circular itself amounts implementation of Resolution Plan which was to be contemplated and agreed upon by the Lender. He contended that the said process was underway as is evident from the various meetings of the Joint Lenders Forum as recorded under Minutes of Meeting of JLF dated 02.07.2019, 15.11,2019 and 21.01.2020. Learned senior counsel further contended that even dissenting lender who wants to withdraw from ICA also prohibited from taking any action independently when the resolution plant is under active persuasion by remaining lenders. Therefore, according to learned senior counsel the Demand Notice by the applicant/

Bank is in complete derogation of the RBI Circular and the Inter Creditors Agreement referred to above.

34. Learned senior counsel also submitted that there was no default on the date of filing of the present Company Petition since as long as priority creditor dues are not settled there is obligation on the part of the Corporate Debtor to meet the repayment schedule as well as Trust and Retention Account Agreement dated 21.07.2017.

35. Learned senior counsel for the respondent has also contended that Inter Creditor Agreement dated 30.04.2017 and Restated Agreement dated 21.07.2017 were executed in accordance with the Priority Facilities availed by the respondent and as such the terms of the Inter Creditor Agreement are in consonance with the payment's terms of the Priority Facility Agreements, as such the applicant is not entitled to demand repayment of instalments as per the earlier agreements, which clearly shows the mala fide, intent of Financial Creditor in filing the present Company Petition.

36. Learned senior counsel for the respondent also contended that by virtue of Priority Debenture Agreement dated 30.04.2017 and TRA dated 21.07.2017, the Priority Lenders have priority over the proceeds of the Corporate Debtor and only after the Priority Lenders' obligation/debt

6 el

is met/satisfied, the other lenders such as the present Financial Creditor have a right over the proceeds of the Corporate Debtor. In support of this contention the learned senior counsel referred to Clause F of the recitals as well as Clause 3.1, which shows Payment Ranking & Priority. Clause 3.2 stipulates that:

“ whether or not an Event of Default is continuing, until the Account Bank is notified otherwise by the Priority Lenders, the Account Bank shall not act to any contrary instruction from any Party. ”

Clause 3.4(c) of the said Agreement reads as under:

“Clause 3.4(c) – Application of Proceeds.

The Priority Lenders will have priority charge on Cashflows and all bank accounts of the Borrower (including Trust and Retention Account and all its sub accounts including Enforcement Proceeds Account) and the Obligations owed to it (including both principal and interest) will be paid and discharged in priority over other Creditors. ”

37. The learned senior counsel for the respondent also referred to Clause 3.1 and 3.4(c) of the above referred agreements, which stipulate that:

“ the Project Lenders including the Applicant bank had consented for a priority repayment to the Priority Lenders and that they shall be entitled to any payment from the Respondent only after the Priority Lenders are paid in full. Thus, the obligation of the Respondent to repay the Project Lenders starts/resumes after the Priority Lenders are paid in full. ”

and contended that the action of the present applicant in approaching this Tribunal is not with clean hands and thereby in violation of provisions of the above referred agreements and only after priority lenders' claims were settled other lenders can claim their moneys.

38. Learned senior counsel for the respondent further contended that the applicant herein submitted that the priority lenders were satisfied/paid on 19.08.2020. However, this application was filed on 19.12.2019. As such there was no debt due and payable on that date. This application therefore, can be dismissed on this ground itself. Learned senior counsel for the Corporate Debtor has also submitted that the respondent/ company has been making payments to the existing Lenders including the Financial Creditor since the year 2017 till date. In fact, the Respondent Company has paid an amount of Rs. 606 crores to the existing Lenders and the Financial Creditor itself had received an amount of Rs. 47,61,03,669/- from the Respondent Company.

39. Learned senior counsel for the respondent further contended that 6th Amended Trust and Retention Account Agreement dated 08th March 2021 it was agreed that 25% of the revenue generated by the Respondent Company from the sale of power to Punjab State Power

Corporation Limited (PSPCL) was to be utilized for the purpose of servicing the loan repayments to the existing Lenders as per Clause 3.1.2 (g) (i) and the Respondent is acting in compliance of the same. The present applicant is also a signatory to the said TRA Agreement and the same is binding on the Financial Creditor.

40. Learned senior counsel for the Corporate Debtor contended that reliance placed by the Financial Creditor on the Minutes of Meeting of Joint Lenders Forum on 11 January 2022 is entirely misconceived and misplaced. In the said Minutes of Meeting, it was recorded that in view of the issuance of preliminary default notice dated 29.10.2021 by PSPCL, other Lenders were of the opinion that if the Respondent fails to obtain any Interim Orders of stay on the said default notice, then the other Lenders are likely to proceed to file proceedings under the IBC. However, the Respondent had approached the Punjab State Electricity Regulatory Commission (PSERC) vide Petition No. 4 of 2022 wherein the PSERC vide Order dated 09.02.2022 was pleased to grant another Suspension Order dated 26.01.2022, which was issued in pursuance of the default notice dated 29.10.2021. As such it is clear from the above interim suspension order that other Lenders have no intention of initiating any proceedings against the Corporate Debtor. Thus submitting the learned

senior counsel for the Corporate Debtor has pleaded for dismissal of the Company Petition filed by the Financial Creditor.

This Tribunal after having heard the submissions of the learned senior counsels for both the sides, on 11.04.2022, reopened the matter and sought clarification on the following points from both sides.

1. Whether the Inter-Creditor Agreement dated 06.07.2019 overrides the clause under the Facility Agreement entered by the Corporate Debtor?
2. Having admitted the applicability of the RBI Directions, 2019, can the applicant maintain the present application?
3. Whether the directions of RBI 2019, which came into effect from 07.06.2019 being mandatory can withdrawal of the Financial Creditor from the process has any impact?
4. The fact that the other Joint lender on 11.01.2022, taken decision to initiate CIRP against the present Corporate Debtor is indicative of the fact that the said lenders have complied the process under RBI Directions, 2019 and thereafter having failed to get any resolution plan in terms of RBI Directions, have resorted to CIRP2019? If that be so, whether the present action of the Application is premature, hence violative of RBI Direction, 2019.

41. Pursuant thereto, the Ld. Sr. Counsel for the Financial Creditor has submitted as under:

1. Whether the Inter-Creditor Agreement dated 06.07.2019 overrides the clause under the Loan Facility Agreement entered by the Corporate Debtor?

42. The ICA was executed by certain consortium lenders of the Corporate Debtor, including the Financial Creditor herein, in furtherance

of RBI Directions, 2019. The stated purpose of the RBI Directions, 2019 is for “*providing a framework for early recognition, reporting and time bound resolution of stressed assets.*” Under the RBI Directions, 2019, for those accounts where the aggregate exposure to lenders is over INR 2,000 crores, the lenders are required to undertake a *prima facie* review of the borrower’s account within 30 days from the date of the said directions, being 07.06.2019 (“**Review Period**”) and decide on a resolution strategy which is to be implemented within 180 days of the Review Period. The RBI Directions, 2019 also provides that, in the event that the lenders consider pursuing a resolution plan, the lenders are to enter into an inter-creditor agreement, which is to provide a framework for finalization and implementation of a possible resolution plan and the ICA, dated 06.07.2019 was executed by certain consortium lenders of the Corporate Debtor to provide a framework for possible resolution. It is important to note that that RBI Directions, 2019 does not mandate a particular mode of resolution and also leaves open the possibility of the lenders pursuing proceedings under the IBC.

- a. ICA does not in any way override the obligations of the Corporate Debtor under the Loan Facility Agreement for the following reasons:

43. The Corporate Debtor is not a party to the ICA, which is an *inter-se* agreement among the lenders that aimed to consider a framework for resolving the distressed debts of the Corporate Debtor. There is no clause in the ICA that provides that the ICA overrides any of the obligations of the Corporate Debtor under the Loan Facility Agreement. In fact, it was due to the Corporate Debtor defaulting on its obligations under the Loan Facility Agreement that certain consortium lenders entered into the ICA with the goal of attempting to achieve a resolution plan under extant RBI guidelines. It is submitted that the Corporate Debtor, not being a party to the ICA, cannot take shelter under the ICA in order to evade its obligations under the Loan Facility Agreement.

44. The purpose of the ICA and the RBI Directions, 2019 was to facilitate a time bound resolution. The terms of the RBI Directions, 2019 and the ICA required the lenders to agree in principle to a resolution plan within the 30-day Review Period (ending on 7.07.2019) provided under the RBI Directions, 2019. In this regard, *Clause 3 of the ICA* provides as follows:

“As soon as practicable during the Review Period, the Lead Lender shall engage with the Borrower and give the Borrower an opportunity to cure the default as well as an opportunity to consult with the other lenders to decide on a resolution strategy to be adopted in respect of the Borrower.

If the Lead Lender receives any proposal from the Borrower within the Review Period, then the Lead Lender shall convene a meeting of the Lenders and place the proposal before them. At the meeting, if the Majority Lenders are agreeable in-principle with the Borrower's proposal, then the Lead Lender shall take steps for approval and implementation of the Borrower's proposal expeditiously and in case the Majority Lenders are not agreeable with the Borrower's proposal, then the Lenders may decide on the appropriate resolution strategy with respect to the Borrower."

45. It is submitted that no resolution plan was agreed in principle by the Majority Lenders during the Review Period and, in fact, no resolution plan has been agreed by any of the consortium lenders to date. As a consequence, the Financial Creditor withdrew itself from the ICA on 01.10.2019 as no resolution plan was put forth and, as of 01.10.2019, no lenders' meetings had also been convened by the Lead Lender post execution of the ICA to decide on a resolution plan/strategy. Following its withdrawal from the resolution process under the ICA, the Financial Creditor issued a recall notice to the Corporate Debtor on 17.12.2019, declaring all amounts, i.e., INR 442 crores as being immediately due and payable to the Financial Creditor, and thereafter filed the present Company Petition.

46. It is submitted that the Hon'ble National Company Law Tribunal, Mumbai Bench in *Bank of India v. TD Toll Road Private Limited CP (IB)*

2803/MB/2019, held that the Insolvency and Bankruptcy Code, 2016 (“IBC”) is not subservient to the inter-creditor agreement as the only requirement is to establish debt and default beyond doubt as provided under Section 7 of the IBC and in light of the Hon’ble Supreme Court’s decision in *Innoventive Industries Limited v. ICICI Bank reported in 2017 SCC OnLine SC 1025*. Further, the Bench had also discussed Section 238 of the I&B Code, 2016, which provides that:

“The provision of this Code shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law.”

In view of the overriding effect of the Code, the Inter-Creditor Agreement that has been entered between some of the consortium members, at no stretch of imagination, will come in the way of admission of the petition under Section 7 of the Code when debt and default is proved beyond doubt. The petitioner having consented and executed the Inter Creditor Agreement has not waived its statutory rights by a contractual agreement, but have only envisaged a mechanism/procedure to jointly enforce the loan as a consortium.

47. Further, an appeal was sought by Amitabh Kumar Jha, Director of TD Toll Road Private Limited before the Hon’ble National Company Law Appellate Tribunal in Company Appeal (AT) (Insolvency) No. 1392 of

2019, wherein the Hon'ble National Company Law Appellate Tribunal held that :

“.....notwithstanding the fact that neither the claims barred by law nor do such Financing Documents clothe the ‘Corporate Debtor’ with a right to disentitle the ‘Financial Creditor’ from enforcing its claim, in its individual capacity, despite being a member of the consortium of lender.” Further, the statutory right across the ambit of Section 7 of the IBC cannot be curtailed or made subservient to any inter-creditor agreement and accordingly the appeal was dismissed.”

48. In light of the above decisions and the fact that the Corporate Debtor is not even a party to the ICA, it is submitted that the statutory rights of the Financial Creditor provided under the IBC cannot be barred by virtue of any inter-creditor agreement. Further, the ICA, which is an inter-se agreement among lenders, does not and cannot have any overriding effect over the obligations of the Corporate Debtor under the Loan Facility Agreement.

- Having admitted applicability of the RBI Directions, 2019, can the Applicant maintain the present application?

As stated in response to clarification (1) above, it is submitted that the RBI Directions, 2019 are applicable to the Corporate Debtor's account and the ICA was executed in furtherance of the RBI Directions, 2019. However, it is submitted that nowhere in the RBI Directions, 2019 does it state that

a lender may not take action under Section 7 of the IBC in cases where the RBI Directions, 2019 may be applicable. In fact, paragraph 9 of the RBI Directions, 2019 explicitly provides that *“During this Review Period of thirty days, lenders may decide on the resolution strategy, including the nature of the RP, the approach for implementation of the RP, etc. The lenders may also choose to initiate legal proceedings for insolvency or recovery.”* Further, it is submitted that the right to initiate insolvency proceedings under Section 7 of the IBC is a statutory right that cannot be taken away on the basis of a circular issued by the RBI.

49. It is further submitted that in light of the time bound nature of resolution process prescribed under the RBI Directions, 2019, the time period for operation of the stand-still in the ICA is provided in Section 13(2) of the ICA as follows:

“The aforesaid standstill period will be operative for an initial period of 30 days from the commencement of the Review Period. In the event that the Lenders decide on implementation of the Resolution Plan as the resolution strategy in accordance with the Regulatory Framework, then the standstill provision shall extend during the implementation of the Resolution Plan (which is currently 180 (One hundred and eighty) days from the end of the Review Period or such other period as may be prescribed for implementation of the Resolution Plan under the Regulatory Framework) provided that the standstill shall immediately lapse on implementation of the Resolution Plan or if resolution process is terminated by the Majority Lenders.”

6 el

50. As stated above, the “Review Period” in the ICA is based on the definition of Review Period in the RBI Guidelines, 2019 and refers to the period of 30 days from the reference date, being the date of the RBI Directions, 2019 (i.e., 07.06.2019). From a plain reading of Clause 13(2) of the ICA dated 06.07.2019, it is clear that the standstill provision was for an initial period of 30 days from the commencement of the Review Period and would be extended to a further period of 180 days only in the event of lenders deciding on implementation of the Resolution Plan. It is submitted that in the instant case, there was no decision on formulation of a resolution plan and there was no decision to implement any resolution plan. Accordingly, the stand still clause in Clause 13(2) did not apply beyond the 30 days review period which commenced on 07.06.2019. Therefore, the Financial Creditor has every right to pursue all available legal remedies to it, including initiating the present proceedings.

51. It is submitted that in the absence of the consortium of lenders deciding on the implementation of any Resolution Plan within the Review Period, the stand still clause in the ICA did not bar the Financial Creditor from moving this Hon’ble Tribunal with the above Company Petition.

52. Ld. Sr. Counsel placed reliance on the ruling of Hon’ble Supreme Court in *Innoventive Industries Limited v. ICICI Bank* reported in 2017

SCC OnLine SC 1025, wherein it held that in the case of a Corporate Debtor who commits a default of a financial debt, “the adjudicating authority has to merely to see the records of the information utility or other evidence produced by the financial creditor to satisfy itself that a default has occurred”.

53. Ld. Sr. Counsel submitted that, as the Financial Creditor has produced *record of default* from the information utility i.e., National E-governance Services Limited, along with I.A. No. 339 of 2020 the default in this case stands established.

Whether the directions of RBI 2019, which came into effect from 07.06.2019, being mandatory can withdrawal of the Financial Creditor from the process under the said directions, has any impact?

54. According to the Ld. Sr. Counsel, certain consortium lenders, including the Financial Creditor herein, executed the ICA, in furtherance of the RBI Directions, 2019. The Financial Creditor subsequently withdrew from the ICA after the completion of the Review Period. It is submitted that under the terms of the ICA and the RBI Directions, 2019, the lenders were to agree in principle to a resolution plan within the 30-day Review Period. As no in-principal agreement among the Majority Lenders was reached within the Review Period, the stand still under the

6 el

ICA no longer applied and the Financial Creditor was entitled to withdraw from the resolution process provided under the ICA.

55. It is further submitted that the RBI Directions, 2019 provide for a time bound resolution of stressed assets. In light of the fact that no resolution was reached within the timeline stipulated under the RBI Directions, 2019 and no resolution has been reached between the Corporate Debtor and consortium lenders to date, it is submitted that the Financial Creditor cannot be prevented from filing the present Company Petition. Therefore, as the standstill lapsed after the Review Period, the Financial Creditor was well within its rights to withdraw from the ICA and initiate insolvency proceedings against the Corporate Debtor under the IBC.

56. Ld. Sr. Counsel would submit that the mere fact that the other Joint lenders' decision taken on 11.01.2022, to initiate CIRP against the present Corporate Debtor is indicative of the fact that the said lenders have first resorted to the process under RBI Directions, 2019 and thereafter having failed to get any resolution plan in terms of RBI Directions, 2019 has resorted to CIRP as such the present Application is premature, hence violative of RBI Direction, 2019 is unsustainable. Ld. Sr. Counsel submits that the RBI Directions, 2019 do not contain any provision which

restricts any lender from approaching this Hon'ble Tribunal under the provisions of the IBC. It is a lenders' prerogative to approach this Hon'ble Tribunal by exercising its statutory right under the IBC and each lender has the right to decide the point in time at which it is ready to approach this Hon'ble Tribunal. The RBI Directions, 2019 do not restrict the exercise of this statutory right.

57. Further, Section 238 of Insolvency & Bankruptcy Code, 2016 states that:

“238. The provisions of this Code shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such Law.”

Therefore, in view of the overriding effect of the IBC, it cannot be said that the Financial Creditor is barred from filing the present Company Petition in light of the RBI Directions, 2019. By consenting to and being part of the ICA, the Financial Creditor has not waived its statutory rights provided under the IBC over a contractual agreement which only proposes a procedure to jointly recover the loan as a consortium, which in the instant matter was not fruitful.

58. It is further submitted that, even assuming (without admitting) that the RBI Directions, 2019 and the execution of the ICA may have initially

62

prevented the Financial Creditor from approaching this Hon'ble Tribunal, Clause 13.2 of the ICA is very clear that the stand-still applies only for the duration of the 30-day Review Period. As no resolution plan was agreed in-principle by the Majority Lenders within the Review Period, the Financial Creditor was free to withdraw from the resolution process and file the instant Company Petition. As a consequence, the filing of the Company Petition is in no way premature as it was filed after conclusion of the Review Period under the ICA and the RBI Directions, 2019.

59. It is submitted that the facilities extended by the senior lenders, including the Financial Creditor, have been classified as non-performing assets since 29.11.2017. As can be seen from the minutes of the Joint Lender Forum dated 11.01.2022, the other consortium lenders are also considering initiating proceedings under the IBC. The fact that other consortium lenders are considering initiating proceedings, further demonstrates that no resolution outside of the IBC is feasible and that this Company Petition, which has been pending for over two years, deserves to be admitted without any further delay.

60. In the above backdrop, we proceed to decide the Point, by referring at the outset to Direction 9 of the Reserve Bank of India (Prudential

Framework for Resolution of Stressed Assets) Directions 2019, wherein it is stated that :

“In any case, once a borrower is reported to be in default by any of the lenders mentioned at 3(a), 3(b) and 3(c), lenders shall undertake a prima facie review of the borrower account within thirty days from such default (“Review Period”). During this Review Period of thirty days, lenders may decide on the resolution strategy, including the nature of the RP, the approach for implementation of the RP, etc. The lenders may also choose to initiate legal proceedings for insolvency or recovery.”

61. Therefore, it is manifest from the above The Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions 2019 (‘RBI Directions, 2019’ for brevity), which came into effect on 07.06.2019, the lenders shall mandatorily undertake a *prima facie* review of the borrower’s account within 30 days from such default and decide on a resolution strategy and in the event of Lenders deciding to adopt a *possible resolution plan*, the Lenders to enter into an ‘Inter Creditor Agreement’ providing framework for finalization and implementation of a possible resolution plan.

Since some of the Senior Lenders of the Corporate Debtor entered into an Inter Creditor Agreement, for short ‘ICA; dated 06.07.2019, Ld. Sr. Counsel for the Corporate would contend that the same signifies that the

lenders have decided to adopt a *possible resolution plan*, therefore, Clause in terms of clause 13.2 of the ICA, which says that the standstill provision shall extend during the implementation of the Resolution Plan (which is currently 180 days from the end of the Review period, i.e. upto 19.08.2020, however, the Company Petition having been filed on 19.12.2019, well before the completion of 180 days is not only premature but also in violation of the Stand Still Clause 13 of the ICA dated 06.07.2019 hence not maintainable.

62. Learned senior counsel in this regard also placed reliance on Clauses 7.3 (a) and (b) of the RBI Circular which provide that:

“(a) the Resolution Plan that is approved by the Majority Lenders shall be final and binding on all the Lenders and each Lender (including the Dissenting Lenders) agrees and undertakes to be bound by the approved Resolution Plan;

*(b) during the resolution process and during the implementation of the Resolution Plan that has been approved by the Majority Lenders in accordance with this Agreement and the Regulatory Framework, each Lender (including if such Lender is a Dissenting Lender) agrees **that it shall not initiate any legal action or proceedings (including proceedings under IBC) against the Borrower** or any other person that may jeopardise the successful implementation of the Resolution Plan in accordance with the terms of such Resolution Plan;”*

63. Having examined the above along with relevant provisions/clauses in RBI Directions, 2019 and the ICA dated 06.07.2019, supra, we are

62

unable to subscribe to the view of the Ld. Sr. Counsel for the corporate debtor as, Clause 13.2 of the ICA, categorically states that in the event the Lenders decide on implementation of a Resolution Plan the standstill period shall extend during the implementation of the Resolution Plan (which is currently 180 (one hundred and eighty) days from the end of the Review period, thus making the approval of the resolution plan if any within 30 days imperative and only upon such approval the stand still period gets extended to 180 days. Therefore, the sine qua non, for extension of the standstill period from initial 30 days to 180 days, the lenders should decide to implement the Resolution Plan, lest the initial period of 30 days will not get enlarged to 180 days.

64. During the course of hearing, we have specifically inquired with the learned Senior counsel for the financial creditor whether any resolution plan as contemplated under the RBI Directions, supra, has been received from the Corporate Debtor within the initial period of 30 days, to which the learned senior counsel submitted that no resolution plan has been received by the Senior Lenders, however, discussions in this regard have happened with the Senior Lenders, in the JLF Meetings held on 02.07.2019, 15.11.2019 and 21.01.2020. Therefore, it is overwhelmingly clear that no Resolution Plan has been submitted by the Corporate Debtor

within the initial standstill period of 30 days which had commenced on 07.06.2019, as such enlargement of time of 180 days as pleaded is unsustainable and untenable.

65. Now coming to the other submission of the learned counsel for the Corporate Debtor that the fact that the creditors have entered into Inter-creditor Agreement (ICA) itself is indicative of the fact that the lenders intend to consider implementation of the Resolution Plan, as such it is imperative for the lenders to wait till completion of the standstill period of 180 days for taking recourse to recovery of their dues, it is to be stated that we have already held that the submission of the Resolution Professional that within the initial 30 days' time is, *sine qua non*, for enlargement of initial standstill period of 30 to 180 days and in the case on hand as no such Plan has been submitted the question of enlargement of time beyond 30 days does not arise. We may therefore, add herein that the embargo in terms of Clause 13.2 of the ICA insofar as the case on hand is concerned at the best may have prevented the Financial Creditor from initiating recovery proceedings only during the initial 30 days period and not beyond.

6 el

66. That apart, it is apt to refer herein to Clause 10 of the ICA which provides for exit from Resolution process in the above back drop of no resolution plan having been received by the lenders, which is as below.

“10.2 At the end of the standstill period specified in Clause 13.2 below, each lender shall be entitled to take necessary actions in accordance with the Regulatory Framework including taking any enforcement action under IBC or otherwise and to this extent, this Agreement shall prevail over the terms of the Amended and Restated Inter Creditor Agreement. It is clarified that no notice or waiting period shall be applicable to any Lender for taking any necessary actions including enforcement action against the borrower after the expiry of the standstill period specified in Clause 13.2 below.”

More over Clause 13.3 of the ICA says that:

“The aforesaid standstill provision shall not preclude the lenders from initiating or continuing any action against the borrower or its promoters/ directors/ officials or other persons for criminal offences.”

Hon’ble NCLAT in re. Amitabh Kumar Jha Vs. Bank of India, supra, held that:

“ The Clauses in the ‘Inter-Creditor Agreement’ would not supersede the rights and obligations of Rupee Lenders in their independent capacity and this is further reinforced by Clause 1.3 of the ‘Inter-Creditor Agreement’.”

The ruling below, in re, relied on by the Ld. Sr. Counsel for the Applicant wherein it was held that;

6 el

“.....notwithstanding the fact that neither the claims barred by law nor do such Financing Documents clothe the ‘Corporate Debtor’ with a right to disentitle the ‘Financial Creditor’ from enforcing its claim, in its individual capacity, despite being a member of the consortium of lender.” Further, the statutory right across the ambit of Section 7 of the IBC cannot be curtailed or made subservient to any inter-creditor agreement and accordingly the appeal was dismissed.”

67. The submission of the learned senior counsel for the Financial Creditor that, even if there is violation of the terms of ICA, the parties to the said ICA alone can initiate action against the applicant herein and the Corporate Debtor who admittedly is not a party cannot take shelter under any of the clauses in ICA, is not without force, as the said clause was incorporated to protect the interests inter se, all the lenders, and the Corporate Debtor especially when they fail to submit any resolution plan with the standstill period, cannot have any locus standi, to fall back on the said clause.

68. We are therefore, are not convinced with the submission of the Ld. Sr. Counsel for the Corporate Debtor that the present application as filed is premature, violative of RBI Directions and the clauses in ICA, as such the same is not maintainable.

69. Now coming to the yet another contention of the Corporate Debtor that unless the obligations of the priority lenders are met by the Corporate

Debtor the other lenders like the applicant cannot raise their demand for discharge of their loans, and as the present demand having been raised before the priority lenders were discharged, the same is not maintainable, we are not convinced by the said submission inasmuch what priority lenders can get under the agreement is priority in payment of their dues over other lenders and nothing more. It is pertinent to note that even though the priority lenders' claims have been satisfied, since no worthwhile payment has been made to other Senior Lenders, including this applicant the applicant has preferred this application.

70. Therefore, in light of the above discussion, upon considering the submissions of the learned senior counsel, we are of the view that the applicant herein has established that neither the directions of the RBI nor the terms of ICA create any legal embargo for repayment of the debt that was admittedly due and payable by the Corporate Debtor. The applicant herein is able to prove existence of a financial debt which is over Rs.1 crore and its default, hence the application as filed by the Financial Creditor is found to be fit for admission. Accordingly the application is allowed. The Corporate Debtor was put under CIRP forthwith.

6 el

71. Hence, the Adjudicating Authority admits this Petition under Section 7 of IBC, 2016, declaring moratorium for the purposes referred to in Section 14 of the Code, with following directions:-

- (A) *Corporate Debtor, M/s GVK Power (Goindwal Sahib) is admitted in Corporate Insolvency Resolution Process under section 7 of the Insolvency & Bankruptcy Code, 2016,*
- (B) The Bench hereby prohibits the institution of suits or continuation of pending suits or proceedings against the Corporate Debtor including execution of any judgment, decree or order in any court of law, Tribunal, arbitration panel or other authority; transferring, encumbering, alienating or disposing of by the Corporate Debtor any of its assets or any legal right or beneficial interest therein; any action to foreclose, recover or enforce any security interest created by the Corporate Debtor in respect of its property including any action under Securitization and Reconstruction of Financial Assets and Enforcement of Security interest Act, 2002 (54 of 2002); the recovery of any property by an owner or lessor where such property is occupied by or in possession of the corporate Debtor;

6 el

- (C) That the supply of essential goods or services to the Corporate Debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period.
- (D) Notwithstanding anything contained in any other law for the time being in force, a license, permit, registration, quota, concession, clearances or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concessions, clearances or a similar grant or right during the moratorium period.
- (E) That the provisions of sub-section (1) of Section 14 shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.
- (F) That order of moratorium shall have effect from **10th October 2022** till completion of the Corporate Insolvency Resolution Process or until this Bench approves the Resolution Plan under Sub-Section

6 el

(1) of Section 31 or passes an order for liquidation of Corporate Debtor under Section 33, whichever is earlier.

(G) That the public announcement of the initiation of Corporate Insolvency Resolution Process shall be made immediately as prescribed under section 13 of Insolvency and Bankruptcy Code, 2016.

(H) That this Bench hereby appoints *Shri Ravi Sethia*, having *Registration No. IBBI/ IPA-001/ IP-P01305/ 2018-2019/ 12052*, as *Interim Resolution Professional*, whose contact details as mentioned in the application are:

e-mail: ravisethia@bsraffiliates.com

Address: Ravi Sethia
C/o BSRR & Co.
8TH Floor, Building 10, Tower-C
DLF Cyber City, Gurgaon
Haryana – 122002.

as Interim Resolution Professional to carry the functions as mentioned under the Insolvency & Bankruptcy Code.

(I) Proposed IRP has filed Form-2 at Annexure-4. His Authorisation for Assignment is valid upto 04.01.2023. This information is also available in IBBI Website. Thus, there is compliance of Regulation 7A of IBBI (Insolvency Professionals) Regulations, 2016, as

amended. Therefore, the proposed IRP is fit to be appointed as IRP since the relevant provision is complied with.

72. Registry of this Tribunal is directed to send a copy of this order to the Registrar of Companies, Hyderabad for marking appropriate remarks against the Corporate Debtor on website of Ministry of Corporate Affairs as being under CIRP.

73. Accordingly, this Petition is admitted.

Sd/-

VEERA BRAHMA RAO AREKAPUDI
MEMBER (TECHNICAL)

Sd/-

N.V. RAMAKRISHNA BADARINATH
MEMBER (JUDICIAL)

karim

**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH- 1**

IA NO. 1986 OF 2023

IN

CP No. (IB) 43/7/HDB/2020

IN THE MATTER OF

AXIS BANK LIMITED

VERSUS

GVK POWER (GOINDWAL SAHIB) LTD

Filed by

RAVI SETHIA

(IP REGISTRATION: IBBI/IPA-001/IP-P01305/2018-2019/12052)

RESOLUTION PROFESSIONAL

OF GVK POWER (GOINDWAL SAHIB) LTD

...APPLICANT

AND

PUNJAB STATE POWER CORPORATION LIMITED

...PROFORMA PARTY

Date of Order: 22.12.2023

Coram:

Dr. N. Venkata Ramakrishna Badarinath, Hon'ble Member Judicial

Shri Charan Singh, Hon'ble Member Technical

Appearance:

For Applicant: Shri Vivek Reddy, Senior Advocate assisted by Shri Amir Bavani, Shri Siddharth Srivastava and Mohit Kishore, Advocates

PER BENCH ORDER

1. The application is filed by Mr. Ravi Sethia, Resolution Professional (“RP”/ “Applicant”) of GVK Power (Goindwal Sahib) Limited (“Corporate Debtor”/ “GVK Goindwal”) under Section 30(6) of the Insolvency and Bankruptcy Code, 2016 (“Code”) read with Regulation 39(4) of the IBBI (Insolvency Resolution Process for Corporate Persons), 2016, (“CIRP Regulations”) for approval of the resolution plan submitted by Punjab State Power Corporation Limited under Section 31(1) of the Code along with Certificate in Form H of the CIRP Regulations.
- 2.1 To put precisely, this Tribunal vide its order dated 10 October 2022 in CP No. 43/7/HDB/2020 (“Company Petition”) admitted the application filed by Axis Bank Limited /Financial Creditor under Section 7 of the Code and Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor commenced with effect from 10 October 2022, further to which moratorium was declared and the Applicant was appointed as the Interim Resolution Professional.

64

2.2 The Applicant made public announcements in Form A under Regulation 6 of the IBBI (Insolvency Resolution Process for Corporate Persons), 2016 (“CIRP Regulations”) on 21 October 2022 in Economic Times, Nava Telangana and Punjabi Tribune inviting claims from the creditors of the Corporate Debtor and the last date for submission of claims by the creditors was 01 Nov 2022.

2.3 During the CIRP of the Corporate Debtor, the Applicant received claims from financial creditors, operational creditors, employees, workmen and other creditors. The claims were updated from time to time. Summary of claims as on 05 September 2023 are as follows:

S. NO.	CREDITOR CATEGORY	COUNT	CLAIM SUBMITTED(INR)	CLAIM ADMITTED(INR)	CLAIM UNDER ADJUDICATION (INR)
1	Financial Creditors	12	65,846,771,848	65,846,771,848	--
2	Operational Creditors (other than Workmen and Employees and Government Dues)	27	3,485,222,385	304,702,694	3,157,334,087
3	Employee and Workmen Claims	8	638,634	637,329	1,305

4	Other Creditors Claims	1	9,278,267,957	1	9,278,267,956
	Total	48	78,610,900,824	66,152,111,872	12,458,788,952

2.4 The Applicant was thereafter confirmed as the Resolution Professional by the members of the Committee of Creditors (“CoC”) of the Corporate Debtor in their 1st meeting held on 18 November 2022.

2.5 During the continuance of CIRP of the Corporate Debtor, the Admission Order was challenged before the National Company Law Appellate Tribunal, Chennai (“NCLAT”) by the holding company of the Corporate Debtor i.e. GVK Energy Limited and suspended director of the Corporate Debtor, Mr. Palicherla Venkata Prasanna Reddy by Company Appeal (AT) (CH) (Ins.) No 385 of 2022. The Hon’ble NCLAT vide its order dated 24 April 2023 dismissed the said appeal and upheld the Admission Order. A copy of the order of Hon’ble NCLAT dated 24 April 2023 is annexed and marked as ANNEXURE A-4.

2.6 Aggrieved by the said order of Hon’ble NCLAT, the holding company of the Corporate Debtor i.e. GVK Energy Limited has filed an appeal before the Hon’ble Supreme Court of India in Civil Appeal No. 4231 of

2023 on 19 May 2023. The Applicant herein i.e. the Resolution Professional has filed a caveat in relation to the said appeal before the Hon'ble Supreme Court, which has not yet come up for hearing till date.

2.7 The Applicant appointed two registered valuers under Regulation 27 of the CIRP Regulations namely RNC Valuecon LLP and Adroit Appraisers and Research Private Limited. Since the difference in estimate of value provided by the valuers was significant for two asset classes of the Corporate Debtor, the Applicant on the instructions of CoC appointed GTech Valuers Pvt Ltd as the third valuer as per Regulation 35(b) of the CIRP Regulations to conduct the valuation for all classes of asset of the Corporate Debtor. The said valuers gave their reports on valuation which are as follows:

NAME OF THE VALUER	FAIR VALUE (INR Crores)	LIQUIDATION VALUE (INR Crores)
RNC Valuecon LLP	1785.93	1302.22
Adroit Appraisers and Research Private Limited	1884.75	1293.06
GTech Valuers Pvt Ltd	1955.42	1288.52

6.2

As per Regulation 35(1)(c) of the CIRP Regulations, the Applicant has calculated the average liquidation value of the Corporate Debtor which amounts to INR 1,347.97 Cr (Indian Rupees One Thousand Three Hundred Forty-Seven Crores and Ninety Seven Lakhs).

- 2.8 Thereafter, the Applicant carried out Invitation for Expression of Interest (Form G) on 16 December 2022 wherein the last date of submission for the expression of interest for submission of resolution plan (“EOI”) was kept as 09 January 2023. The timeline for submission of EOI was further extended from 09 January 2023 to 16 January 2023. In response to the invitation for EOI, the Applicant had received 12 (twelve) EOIs. The request for resolution plan (“RFRP”) including the evaluation matrix and the Information Memorandum both dated 07 February 2023 were provided to all prospective resolution applicants- (“PRAs”) who submitted the Eois. Pursuant thereto, the PRAs continued their diligence process, and their queries were duly addressed by the Applicant and his team from time to time. Further, the PRAs at different points of time sought extension for submission

6/2

of their resolution plans which were approved by the CoC of the Corporate Debtor.

2.9 Pursuant to the issuance of the RFRP, only one resolution plan was received from one of the PRAs i.e. **Punjab State Power Corporation** (“Successful Resolution Applicant/PSPCL”). The Successful Resolution Applicant has submitted its resolution plan dated 28 June 2023 on 30 June 2023 to the Applicant. Thereafter, there were multiple rounds of negotiations between the Successful Resolution Applicant and the CoC and the Successful Resolution Applicant submitted a revised and updated resolution plan on 20 November 2023 (“Resolution Plan”). The CoC has also evaluated the plans through advisors appointed by them and the queries of such advisors were addressed by the Successful Resolution Applicant in meetings facilitated by the Applicant including CoC meetings. It is stated that the Resolution Professional had conducted 17 COC meetings during CIRP.

2.10 Post examination of the resolution plan, the same was assessed by the Applicant to be compliant and was put to vote in the 17th CoC

6/21

meeting of the Corporate Debtor held on 21 November 2023. The e-voting on the resolution plan of PSPCL commenced from 12:00 pm on 24 November 2023 and continued till 8:00 pm on 15 December 2023. After the close of e-voting, the CoC approved the Resolution Plan submitted by the Successful Resolution Applicant with 100 % votes in its favour in terms of Section 30 (4) of the Code. The Resolution passed by the COC is as under:-

Resolution no. 2

Resolution Plan Submitted by Punjab State Power Corporation Limited

RESOLVED THAT pursuant to sub-section (4) of Section 30 of the Insolvency and Bankruptcy Code, 2016, the Committee of Creditors (CoC) of GVK Power Goindwal Sahib Limited (GVK) after assessing the (a) feasibility and viability of the resolution plan submitted in the corporate insolvency resolution process of GVK (b) provisions for its effective implementation, (c) criteria as per Evaluation Matrix and (d) other requirements of applicable CIRP regulations, hereby accords its approval to the resolution plan dated 20th November 2023 (Resolution Plan) read with the annexures submitted by Punjab State Power Corporation Limited'.

- 2.11 Thereafter, letter of intent dated 15 December 2023 was issued by the Applicant to the Successful Resolution Applicant and the same was acknowledged by the Successful Resolution Applicant.
- 2.12 The Applicant further states that the Performance Security in the form of a bank guarantee for a total amount of INR 50,00,00,000/- (Indian Rupees Fifty Crore Only) in favour of IDBI Bank Limited (Financial

Creditor) being PBG No. 05152923BG0000033 dated 16 December 2023 from State Bank of India, Patiala was received from SRA on 16 December 2023. A copy of acknowledged letter of intent dated 16 December 2023 and the copy of the performance security from the Successful Resolution Applicant is annexed and marked as ANNEXURE A-18 (Colly).

3. Contour of Resolution Plan

- (A) The Successful Resolution Applicant i.e. Punjab State Power Corporation Limited having its registered office at PSEB, Head Office the Mall Patiala Punjab 147001, India is engaged in the business of generation of power in Punjab, through its thermal and hydel power stations. It is responsible for the operation and maintenance of power generating stations in the state of Punjab. PSPCL is also responsible for the distribution and retail supply of power within the state of Punjab. The Successful Resolution Applicant has a cumulative experience of over 60 years in generation and distribution with deep expertise in management of the state's power demands and requirements. Total generation from the plants at Ropar & Lehra has increased by 109% in 2021-22 as compared to the previous year. In

6 el

addition to the two thermal power plants, the Successful Resolution Applicant owns six hydro generating stations. The Successful Resolution Applicant is also responsible for supplying power to the entire state of Punjab comprising of approximately 1 crore consumers. Besides its own generating stations, PSPCL also procures power from central generating stations, IPPs (including Talwandi Sabo Power Ltd, Rajpura TPS, GVK Power Goindwal Sahib Ltd), co-generation plants, banking arrangements and traders.

- (B) The CoC comprises of the following financial creditors and distribution of voting share among them is as under:

Sl. No.	Name of Creditor	Voting Share (%)	Voting for Resolution Plan (Voted for / Dissented / Abstained)
1	IDBI Bank Limited	21.46	Voted For
2	Punjab National Bank	11.73	Voted For
3	Union Bank of India	10.37	Voted For
4	Axis Bank Limited	8.50	Voted For
5	IIFCL	7.81	Voted For
6	LIC of India	7.66	Voted For
7	Bank of Baroda	7.40	Voted For
8	UCO Bank	6.83	Voted For
9	Punjab & Sind Bank	6.41	Voted For

6.41

10	Aditya Birla ARC	4.82	Voted For
11	Bank of India	3.97	Voted For
12	Indian Bank	3.05	Voted For
	Total	100.00	

(c) FINANCIAL PROPOSALS: The amount provided to the stakeholders of the Corporate Debtor is tabulated below: -

Sl. No.	Category of Stakeholder*	Sub-Category of Stakeholder	Amount Claimed	Amount Admitted	Amount Provided under the Plan#	Amount Provided to the Amount Claimed (%)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Secured Financial Creditors	(a) Creditors not having a right to vote under sub-section (2) of section 21	NIL	NIL	NIL	NIL
		(b) Other than (a) above:	NIL	NIL	NIL	NIL
		(i) who did not vote in favour of the resolution Plan	NIL	NIL	NIL	NIL
		(ii) who voted in favor of the resolution plan (Note 1)	INR 6,584.68 Crores	INR 6,584.68 Crores	INR 1,077.94 Crores	16.37%
		Total[(a) + (b)]	INR 6,584.68 Crores	INR 6,584.68 Crores	INR 1,077.94 Crores	16.37%

6 el

2	Unsecured Financial Creditors	(a) Creditors not having a right to vote under sub-section (2) of section 21	NIL	NIL	NIL	NIL
		(b) Other than (a) above:	NIL	NIL	NIL	NIL
		(i) who did not vote in favour of the resolution Plan	NIL	NIL	NIL	NIL
		(ii) who voted in favour of the resolution plan	NIL	NIL	NIL	NIL
		Total[(a) + (b)]	NIL	NIL	NIL	NIL
3	Operational Creditors	(a) Related Party of Corporate Debtor	NIL	NIL	NIL	NIL
		(b) Other than (a) above:	INR 348.80 Crores	INR 30.74 Crores	INR 2.00 Crores	6.51%
		(Note 2)				
		(i) Government	NIL	NIL	NIL	NIL
		(ii) Workmen	NIL	NIL	NIL	NIL
		(iii) Employees	INR 0.06 Crores	INR 0.06 Crores	INR 0.06 Crores	100.00%
		(iv) Other creditors	INR 927.83 Crores	INR 0.00 Crores	INR 0.00 Crores	0.00%
		Total[(a) + (b)]	INR 1,276.69 Crores	INR 30.80 Crores	INR 2.06 Crores	6.69%
4	Other debts and dues		NIL	NIL	NIL	NIL
Grand Total			INR 7,861.37 Crores	INR 6,615.48 Crores	INR 1,080 Crores	16.33 %

G el

Note 1 :

As per clause 1A.4 of revised resolution plan dated 20 November 2023, apart from the total resolution amount following component will also be shared with assenting financial creditors lenders:

<i>S.no</i>	<i>Particulars</i>	<i>Clause reference</i>
<i>I</i>	<i>Surplus cash to assenting Financial Creditors</i>	<i>To be paid as per the provisions set out in Clause 7.15 (xviii) of resolution plan</i>
<i>II</i>	<i>Recoveries of the company from avoidance applications</i>	<i>To be paid as per the provisions set out in Clause 7.15 (xi) of resolution plan</i>
<i>III</i>	<i>Recoveries made by the company from Coal Compensation Disputes</i>	<i>To be paid as per the provisions set out Clause 7.14A(v) and Clause 7.15(xxvii) of resolution plan</i>

Note 2:

As per sub-regulation 1(B) and 1(C) of Regulation 13 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2023 ('CIRP Regulations') (amendments dated 18 September 2023):

- In the event that claims are received after the date of issue of request for resolution plans under regulation 36B or ninety days from the insolvency commencement date, whichever is later, and up to seven days before the date of meeting of creditors for voting on the resolution plan or the initiation of liquidation, the Resolution Professional is required to verify all such claims and categorize them as acceptable or non-acceptable for collation.*

After the amendment in the regulation as above, the Applicant has received the below three claims which have been verified and accepted:

4 el

Sr. no.	Category of Creditors	Date of receipt	Vendor Name	Form No	Amount claimed (INR)	Amount Accepted (INR)
1	Operational Creditors (other than Workmen and Employees)	12-Oct-23	Walsons Facility Solutions Pvt. Ltd.	Form B	6,38,777	6,38,777
2	Operational Creditors (other than Workmen and Employees)	6-Nov-23	Geocoal Engineering Pvt. Ltd.	Form B	8,94,259	8,94,259
3	Operational Creditors (other than Workmen and Employees)	15-Nov-23	Swift Securitas Pvt. Ltd	Form B	12,07,260	12,07,260
	Total				27,40,296	27,40,296

Further, in reference to sub-regulation 1(B) and 1(C) of Regulation 13 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 the claims submitted as per the above list of creditors have been accepted by the Resolution Professional and the Committee of Creditors for inclusion in the list of creditors of the Corporate Debtor. Further, the Resolution Professional has taken all actions necessary towards inclusion of the above mentioned creditors including filing of the application before the Adjudicating Authority. The aforesaid claims have been put forth before this Tribunal for condonation of delay and the same has been allowed on 20.12.2023 in IA No.1985/2023.

(D) MONITORING COMMITTEE

On approval of the resolution plan, a Monitoring Committee will be constituted comprising of two nominees of the COC, two nominees of Resolution Applicant and the erstwhile Resolution Professional or an

6 el

Independent Insolvency Professional. The Monitoring Committee shall supervise the implementation of the Resolution Plan. On and from the Transfer Date, the Monitoring Committee shall be dissolved and all its members shall cease to have any powers, duties or obligations under this Plan and the suspended Board of Directors shall be replaced by the re-constituted Board of Directors as reconstituted by the Resolution Applicant.

(E) Compliance of mandatory contents of Resolution Plan under the Code and Regulations.

The Applicant has conducted a thorough compliance check of the Resolution Plan in terms of the Code as well as Regulations 38 & 39 of the Insolvency and Bankruptcy Board of India (Corporate Insolvency Resolution Process) Regulations, 2016 and has filed Form 'H' prescribed under Regulation 39(4) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. The fair value and Liquidation value as submitted in Form-H is Rs. 2,030.15 crores and Rs.1,347.97 crores respectively.

6/2

4. In the above backdrop we heard Shri Vivek Reddy, Ld. Senior Counsel assisted by Shri Amir Bavani, Learned Counsel for the Resolution Professional. He submits that the Resolution Plan meets the requirement of Section 30 (2) of the Code, as under: -
- a. **Compliance of Section 30 (2) (a):** Upon the resolution plan becoming effective, the CIRP costs will be paid in full and in priority to any other creditor of the Company, out of the internal accruals of the Company. If the internal accruals of the Company are not sufficient to meet the CIRP costs, the Resolution Applicant will make the payment towards the balance or excess portion of the CIRP costs out of the surplus cash on the Transfer Date. If the surplus cash is not sufficient to meet the excess CIRP costs, then the unpaid or balance portion of the excess CIRP costs shall be paid out of the upfront payment on the Transfer Date **(Clause 7.1 page 33 of the Resolution Plan)**.
- b. **Compliance of Section 30 (2) (b):** The Resolution Plan provides for payment of Rs. 2.06 crores towards full and final settlement amount towards the claim of Operational Creditor (Clauses 2 & 3 under financial proposal). **(Clauses 7.3, 7.4 & 7.5 page-34, 35 & 36 of the resolution plan)**.

6/2

- c. **Compliance of Section 30 (2) (c):** There are no dissenting Financial Creditors as the resolution plan is approved with 100% voting share. **(Clause 7.6 page 37).**
- d. **Compliance of Section 30 (2) (f):** Declaration by the Resolution Applicant that the plan does not contravene any of the provisions of the applicable laws for the time being in force. **(Clause 10.13 page 64 of the plan).**
5. The Resolution Plan is in compliance of Regulation 38 of the Regulations in the following manner:
- a. **Compliance of Regulation 38(1)(a) of the CIRP Regulations 2016:**
The Plan provides for payment to Operational Creditors to be paid in priority to other creditors and the CIRP Cost will be paid in priority to all other creditors. **Clauses 7.3, 7.4 & 7.5 page-34, 35 & 36 of the resolution plan).**
- b. **Compliance of Regulation 38 (1A):** Declaration by the Resolution Applicant that the Resolution Plan has considered the interest of all the stakeholders of the Corporate Debtor, keeping in view the objectives of the Code. **(Clause IA.2)**

6 el

- c. **Compliance of Regulation 38 (1) (B):** Declaration by the Resolution Applicant that neither the Resolution Applicant nor any of its related party has either failed or contributed to the failure of the implementation of any Resolution Plan approved under the Code. **(Clause 7.17 page 50).**
6. Clause 7.15 (xi) page 45 of the plan provides that post approval of the resolution plan, any avoidance applications shall be continued by the Assenting Financial Creditors or the erstwhile Resolution Professional and the Assenting Financial Creditors shall bear the costs for such applications, if any.
7. ***In K. Sashidhar v. Indian Overseas Bank & Others (in Civil Appeal No. 10673/2018) the Hon'ble Apex Court*** held that, *"if the CoC had approved the Resolution Plan by requisite percent of voting share, then as per Section 30 (6) of the Code, it is imperative for the Resolution Professional to submit the same to the Adjudicating Authority. On receipt of such proposal, the Adjudicating Authority (NCLT) is required to satisfy itself that the resolution plan as approved by CoC meets the requirements specified in Section 30(2). No more and no less".*

6 el

8. The Hon'ble Supreme Court has further held at para 35 of the above judgement that ***the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 limited to scrutiny of the resolution plan "as approved" by the requisite percent of voting share of financial creditors. Even in that enquiry, the grounds on which the adjudicating authority can reject the resolution plan is in reference to matters specified in Section 30(2), when the resolution plan does not conform to the stated requirements.***
9. The Hon'ble Supreme Court in **Committee of Creditors of Essar Steel India Limited Vs. Satish Kumar Gupta & Ors**, held that "*the limited judicial review available to AA has to be within the four corners of section 30(2) of the Code. Such review can in no circumstance trespass upon a business decision of the majority of the CoC. As such the Adjudicating Authority would not have power to modify the Resolution Plan which the CoC in their commercial wisdom have approved*".
10. The Hon'ble Supreme Court of India, in the recent ruling in re **Vallal RCK vs M/s Siva Industries and Holdings Limited & Ors**, has held as under:-

6 el

21. This Court has consistently held that the commercial wisdom of the CoC has been given paramount status without any judicial intervention for ensuring completion of the stated processes within the timelines prescribed by the IBC. It has been held that there is an intrinsic assumption, that financial creditors are fully informed about the viability of the corporate debtor and feasibility of the proposed resolution plan. They act on the basis of thorough examination of the proposed resolution plan and assessment made by their team of experts. A reference in this respect could be made to the judgments of this Court in the cases of **K. Sashidhar v. Indian Overseas Bank and Others, Committee of Creditors of Essar Steel India Limited through Authorised Signatory v. Satish Kumar Gupta and Others, Maharashtra Seamless Limited v. Padmanabhan Venkatesh and Others, Kalpraj Dharamshi and Another v. Kotak Investment Advisors Limited and Another, and Jaypee Kensington Boulevard Apartments Welfare Association and Others v. NBCC (India) Limited and Others.**

27. This Court has, time and again, emphasized the need for minimal judicial interference by the NCLAT and NCLT in the framework of IBC. We may refer to the recent observation of this Court made in the case of **Arun Kumar Jagatramka v. Jindal Steel and Power Limited and Another:**

“95.However, we do take this opportunity to offer a note of caution for NCLT and NCLAT, functioning as the adjudicatory authority and appellate authority under the IBC respectively, from judicially interfering in the framework envisaged under the IBC. As we have noted earlier in the judgment, the IBC was introduced in order to overhaul the insolvency and bankruptcy regime in India. As such, it is a carefully considered and well thought out piece of legislation which sought to shed away the practices of the past. The legislature has also been working hard to ensure that the efficacy of this legislation remains robust by constantly amending it based on its experience. Consequently, the need for judicial intervention or innovation from NCLT and NCLAT should be kept at its bare minimum and should not disturb the foundational principles of the IBC.....”

6 el

11. Therefore, the resolution plan, when tested on the touch stone of the aforesaid facts and the rulings, we are of the view that the instant resolution plan satisfies the requirements of Section 30 (2) of the Code and Regulations 37, 38, 38 (1A) and 39 (4) of the Regulations. We also found that the Resolution Applicant is eligible to submit the Resolution Plan under Section 29A of the Code.
12. On perusal of Form-H, we find that few of the clauses and page nos. mentioned in Form-H do not tally with page nos. against the clauses/page nos. mentioned in Resolution Plan. This inconsistency in the Form-H was brought to the attention of the Resolution Professional. Ld. Counsel for the Resolution Professional has submitted the revised Form-H with corrections. However, the Resolution Professional being engaged in a medical exigency, could not submit it through an Affidavit under his signature and sought one week's time for submitting the same. We therefore, hereby approve the revised Resolution Plan (dated 20.11.2023) submitted by **Punjab State Power Corporation Limited** ("Successful Resolution Applicant") along with annexure, schedules forming part of the Resolution Plan annexed to the Application and

6 el

order as under, subject to the above said compliance of submission of revised Form-H.

- (i) The Resolution Plan along with annexures and schedules forming part of the plan shall be binding on the Corporate Debtor, its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force is due, guarantors and other stakeholders involved in the Resolution Plan.
- (ii) All crystallized liabilities and unclaimed liabilities of the Corporate Debtor as on the date of this order shall stand extinguished on the approval of this Resolution Plan.
- (iii) The approval of the Resolution Plan shall not be construed as waiver of any statutory obligations/ liabilities of the Corporate Debtor and shall be dealt with by the appropriate Authorities in accordance with law. Any waiver sought in the Resolution Plan, shall be subject to approval by the Authorities concerned as held by Hon'ble Supreme Court in the matter of **Ghanashyam Mishra And Sons Private**

Limited Versus Edelweiss Asset Reconstruction Company

Limited in CIVIL APPEAL NO.8129 OF 2019 dated 13.04.2021.

- (iv) Post approval of the resolution plan, any pending avoidance applications shall be continued by the Assenting Financial Creditors or the erstwhile Resolution Professional as provided under Clause 7.15 (xi) of the plan.
- (iv) It is hereby ordered that the Performance Bank Guarantee of 50,00,00,000/- made by the Resolution Applicant shall remain as performance Guarantee till the amount proposed to be paid to the creditors under the plan is fully paid off and the plan is fully implemented.
- (v) The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the Registrar of Companies (RoC) Hyderabad for information and record. The Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.

6/2

- (vi) Henceforth, no creditors of the erstwhile Corporate Debtor can claim anything other than the liabilities referred to supra.
- (vii) The moratorium under Section 14 of the Code shall cease to have effect from this date.
- (viii) The Applicant shall forward all records relating to the conduct of the CIRP and the Resolution Plan to the IBBI along with copy of this order for information.
- (ix). The Applicant shall forthwith send a copy of this order to the CoC and the Resolution Applicant.
- (x). The Registry is directed to furnish free copy to the parties as per Rule 50 of the NCLT Rules, 2016.
- (xi) The Registry is directed to communicate this order to the Registrar of Companies, Hyderabad for updating the master data and also forward a copy to IBBI.
- (xii). Accordingly, IA 1986/2023 stands disposed of.

SD/-

Charan Singh
Member Technical

binnu

SD/-

Dr. Venkata Ramakrishna Badarinath Nandula
Member Judicial

6.01

**COMPETITION COMMISSION OF INDIA**

(Combination Registration No.C-2023/12/1087)

2nd January 2024

Notice under Section 6(2) of the Competition Act, 2002 filed by Punjab State Power Corporation Ltd.

CORAM:

Mr. Anil Agrawal
Member

Ms. Sweta Kakkad
Member

Mr. Deepak Anurag
Member

Order under Section 31(1) of the Competition Act, 2002

1. On 06th December 2023, the Competition Commission of India (**Commission**) received a notice under sub-section (2) of Section 6 of the Competition Act, 2002 (**Act**) filed by Punjab State Power Corporation Ltd (**PSPCL/Acquirer**) for the proposed acquisition of GVK Power (Goindwal Sahib) Limited (**GVK/Target**) [Hereinafter, the Acquirer and Target are collectively referred to as '**Parties**']. The notice has been filed pursuant to the Resolution Plan dated 28th June, 2023 submitted by the Acquirer to the Resolution Professional in relation to the CIRP of the Target.

6/24



2. The proposed combination envisages an acquisition of 100% shareholding of GVK/Target, by PSPCL/Acquirer, as per terms of the IBC and the Resolution Plan submitted by PSPCL/Acquirer. [**Proposed Combination**].
3. In terms of Regulation 14 of Competition Commission of India (Procedure in regard to the transaction of business relating to Combinations) Regulations, 2011, the Commission, *vide* communication dated 18th December 2023, sought certain information(s)/ clarification(s), *inter alia*, relating to the activities of the Parties. The response to the same was received on 26th December 2023.
4. The Acquirer is a fully owned undertaking of the Government of Punjab. The erstwhile Punjab State Electricity Board (PSEB), was a statutory body formed on 01st February 1959 under the Electricity Supply Act, 1948. The PSEB was “unbundled” by the Government of Punjab vide Notification No. 1/9/08-EB(PR)196 dated 16th April 2010 into two separate entities i.e., Punjab State Power Corporation Limited (**PSPCL**) and Punjab State Transmission Corporation Limited (**PSTCL**). However, both remain under the common ownership and control of the Department of Power, Government of Punjab. Thus, PSPCL and PSTCL can be said to form part of the Department of Power, Government of Punjab (**Acquirer Group**).
5. The Target, incorporated in December 1997, is a wholly owned subsidiary of GVK Energy Limited, which in turn is the subsidiary of GVK Power and Infrastructure Limited. The Target is engaged in power generation through a 540 MW (2 Units of 270 MW each) coal based thermal power plant. The Target is currently undergoing CIRP in light of the order of the Hon’ble NCLT, Hyderabad. The Target has no downstream affiliates or subsidiaries.
6. Considering the activities of the Acquirer and the Target, it is noted that the parties exhibit horizontal overlaps in overall market of generation of power in India and narrow market for power generation through thermal source (using coal) in India. The Parties have submitted that relevant markets for Horizontal Overlaps may be defined as the market for

6.2



generation of power in India (**Broad Relevant Market**) and the market for generation of power through thermal source (using coal) in India (**Narrow Relevant Market**).

7. Further, based on the submissions of the Parties it is noted that the Acquirer Group, through PSTCL¹, is present in the market of transmission of power in India, while Target is present in the market of generation of power in India, which is at a different level of the distribution chain. Accordingly, there exists a vertical overlap between the activities of the Parties in India and it is submitted that the relevant market may be considered as the market for generation of power in India (**Upstream Market**) and the market for transmission of power in India (**Downstream Market**).
8. The Commission decided to leave the delineation of the relevant market open, as it was observed that because of the reasons stated below, the Proposed Combination is not likely to cause an appreciable adverse effect on competition in any of the relevant markets in India.
9. Based on the submissions of the Parties, it is noted that the combined market shares of Parties in the Broad and Narrow relevant markets are in the range of [0-5] % in terms of both volume and value. Further, there are other players present in the market such as NTPC Limited, Adani Power Ltd., Maharashtra State Power Generation Company Ltd., Tata Power and Reliance Power Limited who will continue to pose competitive constraints to the Parties post the Proposed Combination.
10. Further, it is noted that in the Upstream Market for 'generation of power in India' the Parties, both in terms of volume and value, have insignificant market shares. In the Downstream Market for 'transmission of power in India' parties have market shares in the range of [0-5] % in terms of volume.

G. el

¹ While PSPCL is engaged primarily in generation and distribution of power (PSPCL's transmission projects are upto 66KV and limited to its own captive use), transmission of power is undertaken by PSTCL.



11. Considering the material on record, including the details provided in the Notice, the existing regulatory framework in the electricity sector and the assessment of the Proposed Combination based on the factors stated in Section 20(4) of the Act, the Commission is of the opinion that the Proposed Combination is not likely to have any appreciable adverse effect on competition in India. Therefore, the Commission approves the Proposed Combination under Section 31(1) of the Act.
12. This order may stand revoked if, at any time, the information provided by the Acquirer is found to be incorrect.
13. The information provided by the Acquirer shall be treated as confidential in terms of and subject to provisions of Section 57 of the Act.
14. The Secretary is directed to communicate to the Acquirer accordingly.

6/2

PUNJAB STATE ELECTRICITY REGULATORY COMMISSION
SITE NO. 3, BLOCK B, SECTOR 18-A MADHYA MARG, CHANDIGARH

Petition No. 71 of 2023

Date of hearing: 03.01.2024

Date of Order: 03.01.2024

Application under Clause 4.12 of Appendix 3-A and Clause 4.4 of Appendix 3-C of the Punjab State Electricity Regulatory Commission (Conduct of Business) Regulations, 2005 seeking approval for acquisition of GVK Power (Goindwal Sahib) Limited, a power generation company.

In the matter of: Punjab State Power Corporation Limited, PSEB Head Office, The Mall, Patiala, Punjab- 147001

..... Petitioner/Applicant

Versus

GVK Power (Goindwal Sahib) Limited (Through the Resolution Professional), Plot No.10, Paigah House, Sardar Patel Road, Secunderabad, Telangana-500003

...Respondent

Commission: Sh. Viswajeet Khanna, Chairperson
Sh. Paramjeet Singh, Member

PSPCL: Sh. Anand K Ganesan, Advocate
Ms. Harmohan Kaur, CE/ARR & TR

GVK: Ms. Suriti Chowdhary
Ms. Abiha Zaidi

ORDER

1. The Petitioner, Punjab State Power Corporation Limited (**PSPCL**), a distribution licensee in the State of Punjab, has filed the present Petition/Application for seeking approval for acquisition of 100% of

the shareholding (including the beneficial interest therein) of GVK Power (Goindwal Sahib) Limited (**'GVK Power'** or **'Target Company'**) having a 540 MW (2 Units of 270 MW each) coal based thermal power plant located at TarnTaran district, near Amritsar (Punjab). Pertinently PSPCL and GVK Power have also entered into a power purchase agreement dated May 26, 2009 (PPA) whereby PSPCL becomes the purchaser of 100% of the saleable energy of GVK's 540 MW thermal power plant. It has been submitted that:

- 1.1. Vide its order dated October 10, 2022, the Hon'ble National Company Law Tribunal, Hyderabad Bench (**NCLT**) admitted the Company Petition (IB) No. 43/7/HDB/2020 filed by Axis Bank Limited under the Insolvency and Bankruptcy Code, 2016 (**IBCode**) for default in payment of financial debt by GVK Power and initiated Corporate Insolvency Resolution Process (**CIRP**) of GVK Power.
- 1.2. Thereafter, the Resolution Professional Mr. Ravi Sethia appointed by the Committee of Creditors of GVK Power (**CoC**) invited expression for interest (**EOI**) for submission of the resolution plans with the purpose of achieving insolvency resolution of GVK Power. PSPCL submitted its EOI on January 06, 2023 and was subsequently named in the final list of the prospective resolution applicants on February 10, 2023.
- 1.3. PSPCL, along with its consultant, conducted due diligence of GVK Power taking into account the commercial off-take agreement, better fuel availability through PSPCL sources, ongoing regulatory proceedings, estimated performance of the plant in future and criticality of having the power generated from plant to be supplied for the benefit of the State. It was accordingly deliberated that the acquisition of GVK Power under

the purview of the IB Code would be a good proposition for PSPCL and would also be in the interest of power consumers of the State. Accordingly, PSPCL submitted an intimation letter dated June 10, 2023 bearing Memo No. 746/ISB-1 before the Commission (**Intimation Letter**) regarding its intention to acquire the generation company in view of Clause 4.12 of Appendix 3-A and Clause 4.4 of Appendix 3-C of the Regulations, which stipulate that a distribution licensee and a trading licensee shall not acquire any beneficial interest in any generating company or generating station without the approval of the Commission. The receipt of the Intimation Letter was acknowledged by the Commission *vide* an email dated June 12, 2023.

- 1.4. Thereafter, PSPCL submitted a resolution plan dated June 28, 2023. After multiple rounds of legal discussions between PSPCL and the CoC/Resolution Professional, PSPCL submitted the resolution plan dated June 28, 2023 as revised on November 20, 2023 (**Resolution Plan**) to the Resolution Professional. The Resolution Plan envisages acquisition of 100% shareholding (including the beneficial interest therein) of GVK Power through a special purpose vehicle (**SPV**) which would be a wholly owned subsidiary of PSPCL, resulting in PSPCL ultimately and effectively holding 100% of the total equity share capital of GVK Power through the SPV (**Acquisition**). Post-acquisition, SPV will merge with GVK Power which will result in GVK Power becoming a direct subsidiary of PSPCL (**Merger**). Post its proposed Acquisition and Merger, PSPCL intends to revive GVK Power in a time bound manner ensuring maximisation of value of its assets and

for the benefit of all stakeholders including the people of the State of Punjab.

- 1.5. Thereafter, in the 17th meeting of the CoC, held on November 21, 2023, the Resolution Plan submitted by PSPCL, being the only Resolution Plan received in the CIRP of GVK Power and being compliant with the provisions of the IB Code as determined and certified by the Resolution Professional, was put up for voting before the CoC, in accordance with the provisions of the IB Code. The voting on the Resolution Plan was completed on December 15, 2023. Pursuant to the voting, the Resolution Professional declared that the Resolution Plan was approved by the CoC by way of 100% voting share of the CoC i.e. by requisite majority under the provisions of the IB Code.
- 1.6. Thereafter, the Resolution Professional under the authority of the CoC issued a letter of intent to PSPCL which was acknowledged and accepted by PSPCL and it submitted the requisite performance guarantee to the Resolution Professional and the CoC of GVK Power. Subsequent to this, the Resolution Professional filed an application under Section 30(6) read with Section 31(1) of the IB Code, for approval of the Resolution Plan, before the Hon'ble NCLT. In terms of its order dated December 22, 2023 (**Plan Approval Order**), the Hon'ble NCLT has approved the Resolution Plan of PSPCL for insolvency resolution and the Acquisition of GVK Power by PSPCL.
- 1.7. As per the terms of the Plan Approval Order read with the Resolution Plan, PSPCL would need to complete the implementation of the Resolution Plan as per its terms in a time bound manner.

- 1.8. One of the key steps of implementation of the Resolution Plan is the Acquisition for which PSPCL seeks approval of the Commission. In this regard, we note that Clause 4.12 of Appendix 3-A (*General Conditions of Distribution Licence*) of the Regulations provides as under:

“The Distribution Licensee shall not acquire any beneficial interest in any Generating Company or Generating Station or transmission or trading undertakings without the approval of the Commission.”

Further, Clause 4.4 of Appendix 3-C (*General Conditions of Trading Licence*) of the Regulations provides as under:

“The Trading licensee shall not, without the prior approval of the Commission:

- a. acquire any beneficial interest in any Generating Company or Generating Station;”*

- 1.9. Therefore, in order for PSPCL to proceed with the Acquisition of GVK Power as per the terms of the Resolution Plan, taking prior approval of the Commission becomes a mandatory requirement in terms of the above-stated Regulations (in continuation to the Intimation Letter submitted earlier by PSPCL). Accordingly, through this application, PSPCL hereby requests the Commission to provide its formal approval for the Acquisition as per the terms of the Resolution Plan which has already been approved by the Plan Approval Order.

- 1.10. It is submitted that the Acquisition would be beneficial to the people of the State of Punjab. Further, PSPCL and GVK Power have a PPA, and PSPCL, being the sole power purchaser from GVK Power, has unmatched understanding of the business of the GVK Power and is confident that its technical abilities and understanding of the sectoral eco-system in the State of Punjab

would make the power plant potentially one of the most efficient power plants in the State and the country.

1.11. It is submitted that the process of implementation of the Resolution Plan is not complete and is currently pending. Therefore, in the interest of the parties, the Petitioner requests the Commission to not direct/ instruct any publication or release in public domain of any information/ details related to the subject matter of this application or the contents of the Resolution Plan in course of consideration of this application.

1.12. PRAYER MADE BY THE PETITIONER PSPCL

In view of the facts and circumstances stated hereinabove, it is prayed that the Commission may kindly be pleased to:

- (i) Provide approval for the Acquisition of GVK Power by PSPCL as per and pursuant to the terms of the Resolution Plan, which has already been approved by the Hon'ble NCLT, Hyderabad bench; and
- (ii) Pass any other/ further orders that this Hon'ble Adjudicating Authority may deem fit in the facts and circumstances of the present reply and/ or in the interest of justice.

2. Considering the averments made by the Petitioner/applicant, the Petition/application was admitted and a notice dated 29.12.2023 was issued for listing the petition for hearing on 03.01.2024 at 11.30 A.M in the Commission's office with directions to the Respondent GVK (through the Resolution Professional) to file its reply to the petition before the date fixed for hearing and that it may also appear before the Commission in person or through an authorised representative /Counsel on the date fixed for the hearing.

3. On 01.01.2024, PSPCL filed an additional affidavit stating that in addition to the justification given in the Application filed for approval of the Acquisition, the Petitioner would also like to submit the following points of justification for a better appreciation of the Petition and Prayer by the Commission:

a) Tariff Benefits of coal from Pachwara Coal Mine:

- (i) During the last 7 (seven) years of its operation i.e. from April, 2016 till November, 2023, the yearly per unit tariff paid by the Petitioner to the Respondent is shown under:

Sr. No.	FY	Declared Energy (MU)	Scheduled Energy (MU)	Amount (FC+EC) Rs. Crore	Total Rate wr.t schedule energy Rs/Unit	PLF (%)	APPC Rs/unit
1	2016-17	197	175	93	5.31	4%	3.97
2	2017-18	1814	1387	822	5.93	32%	4.09
3	2018-19	2851	2203	1460	6.63	51%	4.35
4	2019-20	4275	1190	1192	10.02	28%	4.56
5	2020-21	3846	1169	1167	9.98	27%	4.21
6	2021-22	2857	1696	1151	6.79	39%	4.46
7	2022-23	2353	1933	1163	6.02	45%	5.04
8	2023-24 (Till Nov-23)	1916	1412	853	6.04	49%	-
Total		20109	11165	7902	7.08	34%	

- (ii) The Average tariff paid by the Petitioner to the Respondent during 2023-24 (Till Nov-23) comes to about Rs. 6.04 per unit i.e. at per unit fixed rate and variable rate of Rs. 2.06 and Rs. 3.98 respectively. However, with the coal supply available from PSPCL's Pachwara coal mine under operation since December 2022, it is envisaged that the variable rate through use of high quality economical coal from this mine, as

6.04

presently calculated, would be around Rs. 3.40 per kwh. Further, due to lowering of the variable rate, the plant is expected to pick-up its PLF to about 80% from an existing level of 40-50%, thereby reducing the per unit fixed cost further.

b) Settlement of various litigations

At present, multiple cases between the Petitioner and the Respondent are pending in multiple courts. As per the estimates, these cases filed by the Respondent threaten an additional burden of more than Rs. 3000 crore out of which mere capital cost burden in Appeal No. 41 of 2020 before Hon'ble APTEL may come to Rs. 1200 crores and further, the variable charges risk in Appeal No. 349 of 2019 before the Hon'ble APTEL is more than Rs. 600 Crores. Hence, only these two cases present a risk of about Rs. 1800 Crores upon the Petitioner. Although, the exact amount would be determined only after settling/ adjudication of the cases, yet the estimated risk burden on the Petitioner from all cases pending under litigation is about Rs. 3000 crores.

Also, the Respondent's claim for a higher normative fixed charge of about Rs. 2.20 per unit, on a Capital Cost of about Rs. 4200 Crore against the approved Rs. 3058 Crore by the Commission, translates to about Rs. 3.74 per unit at a PLF of 50% and considering its claim for variable charges of about Rs 4.70 to Rs. 5.00 per unit, the total tariff shall potentially be more than Rs 8.5 per unit to the Petitioner.

However, as per the provision of the resolution plan, all the actions, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings initiated by the

Respondent against the Petitioner shall be deemed to be automatically extinguished/ withdrawn on the date of approval of the resolution plan by the Hon'ble NCLT. Also as per the "clean slate principle" under the IB Code, all such litigations against the Respondent including initiated by the Petitioner prior to the NCLT Approval Date would also be extinguished upon approval of the resolution plan by the Hon'ble NCLT. Thus, it would avoid a potential liability/ burden of about Rs. 3000 crores and increased tariff onto the Petitioner and consequently on to the consumers of the State.

c) Cost of Acquisition Vs. constructing a new plant:

The construction of a new thermal power plant of similar size is likely to cost about Rs. 8.50 Crores per MW i.e. about Rs. 4600 Crore, factoring in the time for construction. In addition, the statutory/ regulatory approvals from various courts/ Govt. offices etc. would have to be also obtained. The Petitioner on the other hand is acquiring a currently operational plant having capital cost of Rs. 3058 Crores as recognised by the Commission. Thus, it is hugely beneficial for the Petitioner to acquire the running power plant of the Respondent. In addition, the power plant of the Respondent has a total land area of 1100 acres out of which 700 acres has been utilized and 400 acres is still available for future use/ expansion.

Therefore, the cost of Acquisition is at a very competitive rate i.e. at Rs. 1080 Crore. The cost of some other acquisitions under the IB Code and the Hon'ble NCLT is placed below for comparison:

4 el

Sr. No.	Name of Plant	Acquired by	Capacity (MW)	Operational Life (years)	Year of acquisition	Total Cost (Cr.)	Per MW cost (Cr/MW)
1	Korba West	Adani	600	5 years	2019	1804	3.00
2	Jhabua Power	NTPC	600	6 years	2022	1910	3.18
3	Ind-Barth Utkal	JSW	700	6 years	2023	2248	3.07
4	Lanco Amarkantak (Phase-1)	PFC/ REC	600	12 years	2023	1818	3.03
5	GVK	PSPCL	540	7 Years	2023	1080	2.00

4. On 02.01.2024, the GVK Power, through the Monitoring Committee, filed its reply stating that:

“That the resolution plan of the Company as submitted by Punjab State Power Corporation Limited on 28.06.2023 and as revised on 20.11.2023 has already been approved by the Hon’ble National Company Law Tribunal, Hyderabad as per its order dated 22.12.2023.

That the Punjab State Power Corporation Limited as the successful resolution applicant is required to implement the Resolution Plan.

That post the approval of the Resolution Plan by the Hon’ble National Company Law Tribunal, Hyderabad, the Resolution Professional has demitted office and that the Company is now being managed by the Monitoring Committee comprising of representatives of Punjab State Power Corporation Limited, the secured financial creditors and the erstwhile Resolution Professional.

That the Company has no objections to Punjab State Power Corporation Limited implementing the approved Resolution Plan as per the terms of the Resolution Plan.”

6 el

5. The petition was taken up for hearing today i.e. on 03.01.2024. Wherein, the Ld. Counsel of PSPCL while reiterating its written submissions requested for an early consideration and approval of the proposal keeping in view the limited window available for implementation of the resolution plan with the submission that the Competition Commission of India (CCI) vide e-mail dated 02.01.2024 has also communicated its approval of the proposed combination U/S 31(1) of the Act. The Ld. Counsel representing GVK Power through its Monitoring Committee as per the Resolution Plan approved by NCLT also supported PSPCL's prayer. After hearing the parties the Commission allows the Prayer in the Petition as per the following detailed Order:

6. Observations and Decision of the Commission:

The Commission has examined the submissions made by the parties. The Petitioner, having a PPA for procurement of 100% power generated from the respondent's GVK Power plant, is seeking the Commission's approval for the Acquisition of the same. The Commission notes that the terms of the Resolution Plan have already been approved by the Hon'ble NCLT, Hyderabad bench vide its order dated December 22, 2023. Further, the Competition Commission of India (CCI) vide e-mail dated 02.01.2024 has also communicated its approval for the proposed combination. Therefore, the issue before the Commission is only to examine whether the proposed investment by PSPCL and the Acquisition is in the interest/benefit of the distribution licensee and the consumers of the State i.e., whether the supply of power from the impugned plant after acquisition becomes economical and more reliable or not.

6/1

The Commission observes that there are no two opinions about the reasonableness of PSPCL's bid of Rs. 1080 Crore for a project assessed to have a 'Fair Value in the range of Rs. 1785.93 Crore to Rs. 1955.42 Crore' and an 'Average Liquidation Value of Rs. 1347.97 Crore' as indicated in the Hon'ble NCLT Order after obtaining Valuation from several approved Valuers. Also, PSPCL has submitted that by use of the better quality coal available at an economical cost from its own Pachwara Mine, the variable cost, upon acquisition, is likely to be around Rs. 3.40 per unit as compared to an existing average of Rs. 3.98 per unit for FY 2023-24 (till Nov., 2023) which is also expected to rise further. It has been also pleaded that with the reduced variable charges, the plant would rank higher in the MoD and shall be able to improve its PLF resulting in a much better per unit overall procurement rate. Further, the Commission also notes that as per the Resolution Plan for the Acquisition, as approved by NCLT, would bring about a final closure to various disputes/litigations between the parties pending for adjudication in various courts in term of the 'Clean Slate' principle.

In view of the above, the Commission agrees with PSPCL's plea that the proposed acquisition of the GVK Power Plant at the stated bid of Rs. 1080 Crore would result in supply of economical and reliable power to the consumers of the State and is thus beneficial to both PSPCL and to the Consumers of the State. The Commission thus approves the Acquisition and allows the Prayer in the Petition.

The Petition/Application is allowed in terms of the above observations.

Sd/-
(Paramjeet Singh)
Member

Sd/-
(Viswajeet Khanna)
Chairperson

Chandigarh

Dated: 03.01.2024

Cal

Annexure - 1.5

From: Cirpgvkgoindwal <cirpgvkgoindwal@kpmg.com>
Sent: Wednesday, February 7, 2024 8:07 PM
To: director-generation@pspcl.in; director-finance@pspcl.in; rajkumar@idbi.co.in; zs8347@pnb.co.in; Sethia, Ravi <ravisethia@kpmg.com>
Cc: ce-ppr@pspcl.in; pspcl gvk <pspcl.gvk@gmail.com>; Anubhav Kansal <anubhav_kansal@pfcindia.com>; Neeraj Singh <neeraj_singh@pfcindia.com>; rishi.gupta@idbi.co.in; chitanya.guttikonda@idbi.co.in; Shah, Shailen <shailenshah@kpmg.com>; Jain, Anuj V <anujvjain@kpmg.com>; Dhar, Bibhash <bibhashdhar@kpmg.com>; Sharma, Sandesh <sandeshsharma1@kpmg.com>; Todi, Kush <kushtodi@kpmg.com>; Gupta, Aman <amangupta12@kpmg.com>; Cirpgvkgoindwal <cirpgvkgoindwal@kpmg.com>; Shivani Sinha <ssinha@luthra.com>; Kunwarpreet Singh <kunwar@pandk.in>; KCO | Project | Dynamics <project.dynamics@khaitanco.com>; siddharth.srivastava@khaitanco.com; mohit.kishore@khaitanco.com; Shikha Mohini <shikha.mohini@khaitanco.com>; Udit Singh <udita.singh@khaitanco.com>
Subject: Dissolution of Monitoring Committee || GVK Power Goindwal Sahib Limited

Dear Sir/Ma'am

As you are aware that pursuant to the order dated 10 October 2022 passed by the Hon'ble National Company Law Tribunal at Hyderabad ("NCLT"), in the application filed under Section 7 of the Insolvency and Bankruptcy Code 2016 ("IBC") by Axis Bank Limited against GVK Power (Goindwal Sahib) Limited ("Company"), the Corporate Insolvency Resolution Process ("CIRP") of the Company was commenced and Mr. Ravi Sethia was appointed as the interim resolution professional of the Corporate Debtor ("Resolution Professional"). Subsequently, he was appointed/confirmed as the resolution professional of the Company by the Committee of Creditors ("CoC").

Further, in accordance with the provisions of the IBC and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 thereof, the Resolution Professional conducted the CIRP of the Company and in the seventeenth meeting of CoC held on 21 November 2023, the resolution plan submitted by Punjab State Power Corporation Limited ("PSPCL") was approved by the members of the CoC with 100% votes ("Resolution Plan"). Pursuantly, the Resolution Professional filed the approved Resolution Plan before the Hon'ble NCLT for adjudication which was approved vide order dated 22 December 2023 ("Approval Order").

In accordance with the Approval Order, the management and operations of the Company was undertaken and monitored by the Monitoring Committee with Mr. Ravi Sethia acting as the chairman from the date of approval of the Resolution Plan by the Hon'ble NCLT till 07 February 2024. Pursuant to the 8th meeting of the Monitoring Committee dated 06 February 2024 which ended on 07 February 2024, the Resolution Plan has been successfully implemented.

Accordingly, the Monitoring Committee of the Company stands dissolved and Mr. Ravi Sethia has demitted office of the Chairman of Monitoring Committee with immediate effect. The Company has been duly handed over to PSPCL.

Kind regards,

Authorized representative

For and on behalf of Ravi Sethia

Chairperson Monitoring Committee of GVK Power (Goindwal Sahib) Limited.

Building No. 10, Tower C, 8th Floor ,

DLF Cyber City, Phase II , Gurgaon, Haryana , 122002

cirpgvkgindwal@gmail.com

cirpgvkgindwal@kpmg.com

AFA Certificate no AA1/12052/02/031224/106457 (valid upto 03rd December 2024)

IP Registration no. IBBI/PA-001/IP-P01305/2018-2019/12052

KPMG (in India) allows reasonable personal use of the e-mail system. Views and opinions expressed in these communications do not necessarily represent those of KPMG (in India).

DISCLAIMER

The information in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized. If you have received this communication in error, please address with the subject heading "Received in error," send to postmaster1@kpmg.com, then delete the e-mail and destroy any copies of it. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Any opinions or advice contained in this e-mail are subject to the terms and conditions expressed in the governing KPMG client engagement letter. Opinions, conclusions and other information in this e-mail and any attachments that do not relate to the official business of the firm are neither given nor endorsed by it.

KPMG cannot guarantee that e-mail communications are secure or error-free, as information could be intercepted, corrupted, amended, lost, destroyed, arrive late or incomplete, or contain viruses.

KPMG, an Indian partnership and a member firm of KPMG International Cooperative ("KPMG

International"), an English entity that serves as a coordinating entity for a network of independent firms operating under the KPMG name. KPMG International Cooperative ("KPMG International") provides no services to clients. Each member firm of KPMG International Cooperative ("KPMG International") is a legally distinct and separate entity and each describes itself as such.

"Notwithstanding anything inconsistent contained in the meeting invite to which this acceptance pertains, this acceptance is restricted solely to confirming my availability for the proposed call and should not be construed in any manner as acceptance of any other terms or conditions. Specifically, nothing contained herein may be construed as an acceptance (or deemed acceptance) of any request or notification for recording of the call, which can be done only if it is based on my explicit and written consent and subject to the terms and conditions on which such consent has been granted"

RAMESH ATHASNIYA & CO.

CHARTERED ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To,
The Members of,
M/s GVK Power (Goindwal Sahib) Limited.

Report on the Audit of the Ind AS Financial Statements**Qualified Opinion:**

We have audited the accompanying Ind AS financial statements of **GVK Power (Goindwal Sahib) Limited ("the Company")**, which comprise the Balance sheet as at March 31, 2025, the Statement of Profit and Loss including the Statement of Other Comprehensive Income, the Statement of Cash Flow and the Statement of Changes in Equity for the year then ended, and notes to the Ind AS financial statements, including a summary of material accounting policies and other explanatory information (hereinafter referred to as "Ind AS financial statements").

In our opinion and to the best of our information and according to the explanations given to us, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the aforesaid Ind AS financial statements give the information required by the Companies Act, 2013, as amended ("the Act") in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2025, its profit including other comprehensive income, its cash flows and the changes in equity for the year ended on that date.

Basis for Qualified Opinion:

We draw attention to Note 30 of the Ind AS financial statements, which explains the non-recognition of interest on secured loans assigned to **Guru Amar Das Thermal Power Limited (the holding company)** by the financial creditors pursuant to the resolution plan approved by the Hon'ble National Company Law Tribunal (NCLT), Hyderabad Bench, on February 7, 2024. As stated in the said note, the company has not accrued interest of **INR 68,348.96 lakhs** for the financial year ended March 31, 2025, and **INR 10,089.00 lakhs** for the financial year ended March 31, 2024, aggregating to **78,437.96 lakhs**, on these secured loans post assignment. Consequently, the profit for the year ended March 31, 2025, is overstated by **INR 68,348.96 lakhs**, and the retained earnings as at March 31, 2025, are cumulatively overstated by **INR 78,437.96 lakhs**.

We conducted our audit of the Ind AS financial statements in accordance with the Standards on Auditing (SAs), as specified under section 143(10) of the Act. Our responsibilities under those Standards are further described in the "Auditor's Responsibilities for the Audit of the Ind AS Financial Statements" section of our report. We are independent of the Company in accordance with the 'Code of Ethics' issued by the Institute of Chartered Accountants of India ("ICAI Code of Ethics") together with the ethical requirements that are relevant to our audit of the Ind AS financial statements under the provisions of the Act and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion on the Ind AS financial statements.



We draw attention to

- a. Note No. 31 of the Ind AS financial statements, non-recognition of deferred tax for the reasons stated therein.
- b. We draw attention to Note 4 of the financial statements, which describes the de-recognition of the intangible asset "Right to Use of Railway Line". The said asset has been reclassified as a Prepaid expenditure to be amortized over the remaining useful life of the underlying railway infrastructure where the amount has been charged to Profit and Loss for FY 2024-25, in accordance with management's reassessment of its nature and future economic benefits.

Our opinion is not modified in respect of these matters.

Other matter:

The financial statements of the Company for the year ended 31-03-2024 were audited by the predecessor auditor who expressed a qualified opinion on those financial statements dated 27-08-2024, as the company has not recognized interest on secured loans specified in note no 30 amounting to INR 10,089.00 Lakhs on assignment. Consequently, the profit reported for the year ended March 31, 2024, is overstated by INR 10,089.00 Lakhs, which also impacts the retained earnings by the same amount as of the reporting date. The matter which caused the qualification in the predecessor auditor's report continues to exist in the current financial year and has also resulted in a qualified opinion in our report for the year ended 31-03-2025.

Information Other than the Financial Statements and Auditor's Report Thereon

The Company's Board of Directors are responsible for the other information. The other information comprises the information included in the management report but does not include the Ind AS financial statements and our auditor's report thereon.

Our opinion on the Ind AS financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the Ind AS financial statements, our responsibility is to read the other information and, in doing so, consider whether such other information is materially inconsistent with the Ind AS financial statements, or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Ind AS Financial Statements

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Act with respect to the preparation of these Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the accounting principles generally accepted in India, including the Indian Accounting Standards (Ind AS) specified under





section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and the design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the Ind AS financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. The Board of Directors are also responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Ind AS Financial Statements

Our objectives are to obtain reasonable assurance about whether the Ind AS financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these Ind AS financial statements.

As part of an audit in accordance with SAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Ind AS financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Act, we are also responsible for expressing our opinion on whether the Company has adequate internal financial controls system in place and the operating effectiveness of such controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we





are required to draw attention in our auditor's report to the related disclosures in the Standalone Financial Statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the Ind AS financial statements, including the disclosures, and whether the Ind AS financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Report on Other Legal and Regulatory Requirements

1. As required by the Companies (Auditor's Report) Order, 2020 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Act, we give in the "Annexure 1" a statement on the matters specified in paragraphs 3 and 4 of the Order;
2. As required by the Directions under section 143(5) of Companies Act 2013, issued by office of Comptroller and Auditor General of India, A statement on the matters prescribed in the directives is provided in "Annexure-3".
3. As required by Section 143(3) of the Act, we report that:
 - i. We have sought, except for the matters described in the Basis for Qualified Opinion paragraph, and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;
 - ii. Except for the possible effects of the matters described in the Basis for Qualified Opinion paragraph and for the matters stated in the paragraph 2(ix)(f) on reporting under Rule 11(g) regarding audit trail as fully explained in said paragraph on audit trail, in our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books;
 - iii. The Balance Sheet, the Statement of Profit and Loss including the Statement of Other Comprehensive Income, the Statement of Cash Flow and Statement of Changes in Equity dealt with by this Report are in agreement with the books of account;
 - iv. Except for the possible effects of the matters described in the Basis for Qualified Opinion paragraph, in our opinion, the aforesaid Ind AS financial statements comply with the Indian Accounting Standards specified under Section 133 of the Act, read with the Companies (Indian Accounting Standards) Rules, 2015, as amended;





- v. On the basis of the written representations received from other directors as on March 31, 2025 taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2025 from being appointed as a director in terms of Section 164 (2) of the Act;
- vi. The qualification relating to the maintenance of Books of account and other matters connected therewith are as stated in the paragraph 2(ix)(f) above on reporting under Section 143(3)(b) and paragraph 2(ix)(f) on reporting under Rule 11(g) regarding audit trail is fully explained in said paragraph on audit trail.
- vii. With respect to the adequacy of the internal financial controls with reference to financial statements of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure - 2".
- viii. The Company has not paid / provided any managerial remuneration for the year ended March 31, 2025. Accordingly, the provisions of section 197 read with Schedule V to the Act are not applicable to the company;
- ix. With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended in our opinion and to the best of our information and according to the explanations given to us:
- a. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses;
- b. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company;
- c.
- i. The management has represented that, to the best of its knowledge and belief, no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the company to or in any other person(s) or entity(ies), including foreign entities ("Intermediaries"), with the understanding, whether recorded in writing or otherwise, that the Intermediary shall, whether, directly or indirectly lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the company ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries;
- ii. The management has represented, that, to the best of its knowledge and belief, no funds have been received by the company from any person(s) or entity(ies), including foreign entities ("Funding Parties"), with the understanding whether recorded in writing or otherwise, that the company shall, whether, directly or indirectly, lend or invest in other persons or entities identified in any manner whatsoever by or on behalf of the Funding Party ("Ultimate Beneficiaries") or provide any guarantee, security or the like on behalf of the Ultimate Beneficiaries,





iii. In our opinion and Based on the audit procedures conducted by us, nothing has come to our notice that has caused us to believe that the representations under sub-clauses (i) and (ii) contain any material misstatement.

- e. During the year the company has neither declared nor paid any dividend.
- f. Based on our examination, which include test checks, the Company has used accounting software for maintaining its books of account for the financial year ended March 31, 2025 which has a feature of recording audit trail (edit log) facility and the same has operated therefrom throughout the year for all relevant transactions recorded in the software. Further, during the course of our audit we did not come across any instance of tampering the audit trail feature.
- As proviso to Rule 3(1) of the Companies (Accounts) Rules, 2014 is applicable from April 1, 2023, reporting under Rule 11(g) of the Companies (Audit and Auditors) Rules, 2014 on preservation of audit trail as per the statutory requirements for record retention is not applicable for the financial year ended March 31, 2025.

For RAMESH ATHASNIYA & COMPANY,
Chartered Accountants,



CA. RAMESH ATHASNIYA,
Partner.
M.No. 204976.

Dated: 03rd July, 2025.

Place: Hyderabad.

UDIN: 25204976BMIXI866Z

6/7

ANNEXURE - 1 TO INDEPENDENT AUDITORS' REPORT

Referred to in paragraph 1 under Report on Other Legal and Regulatory Requirements of the Independent Auditors' Report of even date to the members of GVK Power (Goindwal Sahib) Limited on the Ind AS financial statements for the year ended March 31, 2025.

In terms of the information and explanations sought by us and given by the company and the books of account and records examined by us in the normal course of audit and to the best of our knowledge and belief, we state that:

(i) (a) (A) The company is maintaining proper records showing full particulars, including quantitative details and situation of Property, Plant and Equipment.

(B) The company is maintaining proper records showing full particulars of intangible assets.

(b) During the year, the management of the Company has conducted the physical verification of Property, Plant and Equipment.

(c) Based on our examination of the relevant records, we report that, title deeds of immovable properties, disclosed in the note 3 to the Ind AS financial statements included under Property, Plant and Equipment are held in the name of the Company as at the balance sheet date.

(d) The Company is following cost model for recording the Property, Plant and Equipment and Intangible Assets and the company has not revalued its Property, Plant and Equipment or Intangible Assets during the year. Accordingly, paragraph 3(i)(d) of the order is not applicable to the company.

(e) Neither any proceedings have been initiated nor pending against the company for holding benami property under the Benami Transactions (Prohibition) Act, 1988 (45 of 1988) (as amended in 2016) and rules made thereunder. Accordingly, reporting under paragraph 3(i)(e) of the order doesn't arise.

(ii) (a) During the year, the management has conducted physical verification of inventory at reasonable intervals to cover all categories of inventory. In our opinion coverage and procedure adopted by the management for such verification is appropriate. During such verification the management has not noticed any discrepancies 10% or more in any aggregate for each class of inventory.



(b) Though the company has not been sanctioned working capital limits in excess of five crore rupees, in aggregate, from banks or financial institutions on the basis of security of current assets; Hence, reporting under paragraph 3(ii)(b) of the order is not applicable to the company.



- (iii) During the year, the company has not made investments in, provided any guarantee or security or granted any loans or advances in the nature of loans, secured or unsecured, to companies, firms, Limited Liability Partnerships or any other parties. Hence, Paragraph 3(iii) of the order is not applicable to the company.
- (iv) During the year, the Company has not given any loan to directors for which provisions of sections 185 and 186 of the Companies Act, 2013 are applicable.
- (v) The Company has not accepted any deposits within the meaning of Sections 73, 74, 75 and 76 of the Companies Act, 2013 and the rules framed thereunder, and no order has been passed by Company Law Board or National Company Law Tribunal or Reserve Bank of India or any court or any other tribunal against the Company. Hence, reporting under paragraph 3(v) of the order doesn't arise.
- (vi) We have broadly reviewed the books of account maintained by the Company in respect of products where, pursuant to the Rules made by the Central Government of India, the maintenance of cost records has been specified under sub-section (1) of section 148 of the Companies Act, 2013 and we are of the opinion that prima facie the prescribed accounts and records have been made and maintained. We have not, however, made a detailed examination of the records with a view to determine whether they are accurate or complete.
- (vii) (a) (i) Undisputed statutory dues including Goods and Services tax, provident fund, employees' state insurance, income-tax, sales-tax, service tax, duty of custom, duty of excise, value added tax, cess generally been regularly deposited by the company with the appropriate authorities.
- (ii) No undisputed amounts payable in respect of provident fund, employees' state insurance, income-tax, service tax, sales-tax, customs duty, value added tax, cess, goods and service tax and other material statutory dues were outstanding, at the year end, for a period of more than six months from the date they became payable.
- (b) There are no statutory dues which have not been deposited on account of any dispute and outstanding as on 31 March, 2025.
- (viii) There are no transactions which are not recorded in the books of account which have been surrendered or disclosed as income during the year in the tax assessments under the Income Tax Act, 1961 (43 of 1961).
- (ix) (a) The Company has not issued any debentures and does not have borrowings from the government and regarding defaults in repayment of loans or other borrowings or in the payment of interest thereon





Nature of borrowing including debt securities	Name of lender	Amount not paid on due date (Principal and Interest) (INR Lakhs)	No. of Days	Remarks, if any
Term Loan	Guru Amardas Thermal Power Limited	5,15,841.24	Refer note no. 30 read with "Basis for Qualified Opinion" paragraph of our report. We are unable to determine the no. of days delay as the repayment schedule has not been specified.	

(b) We report that the company has not been declared as wilful defaulter by any bank or financial institution or government or any government authority.

(c) During the year, term loans were applied for the purpose for which the loans were obtained by the Company.

(d) In our opinion and according to the information and explanation given to us and the records of the Company examined by us during the course of the audit, and the procedures performed by us, and on an overall examination of the financial statements of the company, we report that no funds raised on short-term basis. Hence, reporting regarding whether the same have been used for long-term purposes by the company or not doesn't arise.

(e) We report that the company has no subsidiaries, associates or joint ventures. Hence, Paragraph 3 (ix) (e) of the Order regarding funds taken by the Company to meet the obligations of its subsidiaries, associates or joint ventures is not applicable to the Company.

(f) We report that the company has no subsidiaries, associates or joint ventures and not raised loans during the year. Hence, Paragraph 3 (ix) (f) of the Order regarding loans raised by the Company on the pledge of securities held in its subsidiaries, joint ventures or associate companies is not applicable to the Company.

(x) (a) The Company has not raised any moneys by way of initial public offer / further public offer (including debt instruments). Hence, reporting under paragraph 3(x)(a) of the order doesn't arise.

(b) The company has not made any preferential allotment or private placement of shares or convertible debentures (fully, partially or optionally convertible) during the year. Hence, reporting under paragraph 3(x)(b) of the order doesn't arise.





- (xi) (a) We have neither come across any instance of fraud by the Company or on the Company, noticed or reported during the year, nor we have been informed of any such case by the Management.
- (b) We have not filed any report under sub-section (12) of section 143 of the Companies Act in Form ADT-4 as prescribed under rule 13 of Companies (Audit and Auditors) Rules, 2014 with the Central Government.
- (c) As represented to us by the management, there are no whistle blower complaints received by the company during the year.
- (xii) The Company is not a Nidhi Company. Hence, the Nidhi Rules, 2014 are not applicable to it. Hence, the provisions of paragraph 3(xii) (a), 3(xii) (b) and 3(xii) (c) of the Order are not applicable to the Company.
- (xiii) The transactions by the Company with related parties are in compliance with the provisions of Sections 177 and 188 of the Act. The details of such related party transactions have been disclosed in the notes to the financial statements as required under Indian Accounting Standard (Ind AS) 24 "Related Party Disclosures" specified under Section 133 of the Act.
- (xiv) In our opinion and based on our examination, though the company is required to have an internal audit system under section 138 of the Act, it does not have the same established for the year.
- (xv) During the year the company has not entered into any non-cash transactions with its directors or persons connected with its directors and hence provisions of section 192 of the Companies Act, 2013 are not applicable to the company.
- (xvi) (a) The provisions of section 45-IA of the Reserve Bank of India Act, 1934 are not applicable to the Company. Therefore, the provisions of paragraph 3(xvi) (a) of the Order are not applicable to the Company.
- (b) The company has not conducted any Non-Banking Financial or Housing Finance activities. Therefore, the provisions of paragraph 3(xvi) (b) of the Order are not applicable to the Company.
- (c) As the Company is not a Core Investment Company (CIC) as defined in the regulations made by the Reserve Bank of India, the provisions of paragraph 3(xvi) (c) of the Order are not applicable to the Company.
- (d) Based on the information and explanations given to us and as represented by the management of the Company, the Group (as defined in Core Investment Companies (Reserve Bank) Directions, 2016) does not have any CIC.





- (xvii) The Company has not incurred cash losses during the financial year covered by me for audit and the immediately preceding financial year.
- (xviii) There has been no resignation of the statutory auditors during the year and accordingly this clause is not applicable.
- (xix) On the basis of the financial ratios, ageing and expected dates of realization of financial assets and payment of financial liabilities, other information accompanying the financial statements, our knowledge of the Board of Directors and management plans and based on our examination of the evidence supporting the assumptions (read with note no 30 to the Ind AS financial statements in terms of proposed reverse merger of holding company with the company), nothing has come to our attention, which causes us to believe that any material uncertainty exists as on the date of the audit report that company is not capable of meeting its liabilities existing at the date of balance sheet as and when they fall due within a period of one year from the balance sheet date. We, however, state that this is no assurance as to the future viability of the company. We further state that our reporting is based on the facts up to the date of the audit report and we neither give any guarantee nor any assurance that all liabilities falling due within a period of one year from the balance sheet date, will get discharged by the company as and when they fall due.
- (xxi) As the Company is not preparing consolidated financial statements and Reporting under paragraph 3 (xxi) is applicable only in respect of audit of Consolidated financial statements. Accordingly, clause 3(xxi) of the order is not applicable for the year.

For RAMESH ATHASNIYA & COMPANY,
Chartered Accountants,

CA. RAMESH ATHASNIYA,
Partner.
M.No. 204976.

Dated: 03rd July, 2025.
Place : Hyderabad.

UDIN: 25204976BMIAXI8662

Cal

ANNEXURE - 2 TO INDEPENDENT AUDITORS' REPORT

Referred to in paragraph 2(vii) under Report on Other Legal and Regulatory Requirements of the Independent Auditors' Report of even date to the members of GVK Power (Goindwal Sahib) Limited on the Ind AS financial statements for the year ended March 31, 2025.

Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")**To the Members of GVK Power (Goindwal Sahib) Limited**

We have audited the internal financial controls with reference to financial statements of GVK Power (Goindwal Sahib) Limited ("the Company") as of March 31, 2025 in conjunction with our audit of the Ind AS financial statements of the Company for the year ended on that date.

Management's Responsibility for Internal Financial Controls

The Company's Management is responsible for establishing and maintaining internal financial controls based on the internal control with reference to financial statements criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls over Financial Reporting issued by the Institute of Chartered Accountants of India (the "Guidance Note"). These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

Auditor's Responsibility

Our responsibility is to express an opinion on the Company's internal financial controls with reference to financial statements based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting and the Standards on Auditing as specified under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the Institute of Chartered Accountants of India. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls with reference to financial statements was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system with reference to financial statements and their operating effectiveness. Our audit of internal financial controls with reference to financial statements included obtaining an understanding of internal financial controls with reference to financial statements, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the Financial Statements, whether due to fraud or error.



64



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the internal financial controls system with reference to financial statements.

Meaning of Internal Financial Controls With reference to Financial Statements

A company's internal financial control with reference to financial statements is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of Financial Statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control with reference to financial statements includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of Financial Statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the Ind AS Financial Statements.

Inherent Limitations of Internal Financial Controls With reference to Financial Statements

Because of the inherent limitations of internal financial controls with reference to financial statements, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls with reference to financial statements to future periods are subject to the risk that the internal financial control with reference to financial statements may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, the Company has, in all material respects, an adequate internal financial controls system with reference to financial statements and such internal financial controls with reference to financial statements were operating effectively as at March 31, 2025, based on the internal control with reference to financial statements criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For RAMESH ATHASNIYA & COMPANY,
Chartered Accountants,

CA. RAMESH ATHASNIYA,
Partner.

M.No. 204976.

Dated: 03rd July, 2025.

Place: Hyderabad.

UDIN: 25204976BMIAXI8662



6 el

ANNEXURE - 3 TO INDEPENDENT AUDITORS' REPORT

Directions Issued under section 143(5) of Companies Act 2013:

1. The company has system in place to process all the accounting transactions through IT system and the SAP Accounting software has been used for the purpose of accounting of all transactions. There are no processing of transactions outside the IT system hence commenting upon the same is not applicable.
2. There are no restructuring of an existing loan or cases of waiver/write off of debts/loans/interest, etc. made by a lender to the company due to the company's inability to repay the loan in the current financial year.
3. There are no funds Received/ receivable for specific schemes from Central/State Government or its agencies hence accounting for the same is also not applicable to the company.
4. The Company has an idle land of around 300 acres and has adequate steps to prevent encroachment of land. The land is owned by the company and put to use for business purpose and has not declared any surplus on it.
5. The company has not acquired any land during this financial year hence reporting under this direction is not applicable to the company.
6. The company has in place an effective system for recovery of revenue as per contractual terms which is the power purchase agreement entered between the company and its major debtor Punjab State Power Corporation Limited (PSPCL) for its core operating activity and the revenue is properly accounted as per IND AS - 115 Revenue Recognition.
7. There are no abandoned projects for the company hence reporting under this direction is not applicable to the company.
8. The company has complied with all the laws and regulations pertaining to pollution control and has maintained a separate fund for Ash utilization where in the receipts and payments pertaining to ash sale and handling charges respectively have been accounted for and has maintained a specific account for the same with a scheduled bank IDBI Limited.
9. As the company does not generate revenue from extraction of coal hence there are no revenue sharing agreements with private parties for extraction of coal at pitheads, entered by the company hence reporting under this direction is not applicable.





10. The company has in place proper system for reconciliation of quantity/quality of coal ordered and received and the applicable demurrage charges have been paid by the company timely.
11. There is no free power supply by the company to the state government hence reporting under this direction is not applicable to the company.
12. As the company is engaged in production of electricity through thermal power plant and not through hydropower projects hence the policy/guidelines issued by the state government for hydropower projects are not applicable to the company.

For RAMESH ATHASNIYA & COMPANY,
Chartered Accountants,

CA. RAMESH ATHASNIYA,
Partner.
M.No. 204976.

Dated: 03rd July, 2025.

Place: Hyderabad.

UDIN: 25204976BMAIXI8662



6/7

GVK Power (Guindwal Sahib) Limited
Balance Sheet as at March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

Particulars	Notes	As at March 31, 2025	As at March 31, 2024
ASSETS			
Non-current assets			
Property, plant and equipment	3	253,910.36	274,888.18
Intangible assets	4	0.97	359.38
Financial assets			
Investments	5	-	-
Other financial assets	6	134.12	133.82
Other non-current assets	7	-	-
Total Non - Current Assets		254,045.46	275,381.38
Current Assets			
Inventories	8	25,087.57	15,997.31
Financial assets			
Trade receivables	9	3,027.16	-
Cash and cash equivalents	10	1,184.33	4,449.28
Bank Balances other than Cash and cash equivalents	11	1,844.90	1,216.99
Loans	12	6,544.77	6,544.77
Other financial assets	6	5.45	7.37
Current tax assets	13	279.88	514.44
Other current assets	7	8,325.75	4,227.97
Total Current assets		46,299.81	32,958.32
Total Assets		300,345.26	308,339.70
EQUITY AND LIABILITIES			
Equity			
Equity share capital	14	9.00	9.00
Other equity	15	(340,898.54)	(339,861.60)
Total Equity		(340,889.54)	(339,852.60)
Liabilities			
Non-current liabilities			
Financial Liabilities			
Borrowings	16	109,717.38	111,577.00
Provisions	17	(3.09)	3.75
Total Non-current liabilities		109,714.29	111,580.75
Current liabilities			
Financial liabilities			
Borrowings	18	517,700.86	515,841.24
Trade payables - Total outstanding dues of:			
: Micro and Small Enterprises		703.90	206.11
: Creditors other than Micro and Small enterprises	19	3,078.62	10,695.10
Other financial liabilities	20	9,952.18	9,670.62
Provisions	17	41.25	41.20
Other current liabilities	21	43.70	157.87
Total Current liabilities		531,520.51	536,611.55
Total Liabilities		641,234.81	648,192.30
Total Equity and Liabilities		300,345.26	308,339.70

Corporate information 1
Summary of material accounting policies 2
The accompanying notes form an integral part of the financial statements
This is the Balance sheet referred to our report of even date

For Ramesh Athanaya & Co.
Chartered Accountants
Firm's Registration Number: 0014805

(CA, Ramesh Athanaya)
Partner
Membership Number: 204976

Place: Hyderabad
Date: July 03, 2025

For and on behalf of the Board of Directors of
GVK Power (Guindwal Sahib) Limited

Harjit Singh
Director
DIN : 16837070

Sarinder Kumar Beri
Director
DIN : 09764598

Sudhakar Thottengudi
Chief Financial Officer

6d

GVK Power (Gondwal Sahib) Limited
Statement of Profit and Loss for year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

Particulars	Notes	For the year ended March 31, 2025	For the year ended March 31, 2024
Income			
Revenue from operations	22	142,575.91	137,318.81
Other income	23	46.23	3,462.18
Total income		142,622.13	140,780.99
Expenses			
Cost of Generation of Power	24	103,696.80	112,091.92
Employee benefits expense	26	3,350.37	3,277.47
Finance costs	28	11,024.13	1,717.96
Depreciation and amortisation expense	29	21,044.05	21,303.48
Repairs & Maintenance expenses	25	3,352.68	728.05
Administration & General expenses	27	987.60	2,599.11
Total expenses		143,455.63	141,628.99
Profit(Loss) before exceptional items and tax		(1,033.50)	(747.91)
Exceptional item	30	-	66,881.25
Profit(Loss) before tax		(1,033.50)	65,834.24
Tax expense	31		
Current Tax		-	-
Deferred tax		-	-
Total tax expense		-	-
Profit(Loss) for the Year		(1,033.50)	65,834.24
Other Comprehensive Income			
Items that will not be reclassified subsequently to profit or loss			
Remeasurements Gain(Loss) of defined benefit plans		(3.44)	6.98
Tax on above		-	-
Total other comprehensive income		(3.44)	6.98
Total comprehensive Income/(loss) for the year		(1,036.94)	65,841.22

Earnings per equity share

Basic - INR	32	(3,148.33)	6.10
Diluted - INR		(3,148.33)	6.10

Corporate information

Summary of material accounting policies 2

The accompanying notes form an integral part of the financial statements
This is the statement of Profit and Loss referred to our report

For Ramesh Athasniya & Co.

Chartered Accountants

Firm's Registration Number: 0074806

(CA. Ramesh Athasniya)

Partner

Membership Number: 204976

Place: Hyderabad

Date : July 03, 2025

For and on behalf of the Board of Directors of
GVK Power (Gondwal Sahib) Limited

Harjit Singh
Director
DIN : 10837070

Surinder Kumar Beri
Director
DIN : 09764598

Sudhakar Thottampudi
Chief Financial Officer

62

GVK Power (Goindwal Sahib) Limited
Statement of changes in equity for the year ended March 31, 2025

a. Equity (refer note 14) (All amounts in INR lakhs unless otherwise stated)				
Equity shares of INR 10 each issued, subscribed and paid up	Number of Shares	Amount		
Balance as at March 31, 2023	1,265,195,630	126,519.56		
Less : Extinguishment of Shares (refer note 14)	(1,265,195,630)	(126,519.56)		
Add : Issue of Shares	90,000	9.00		
Balance as at March 31, 2024	90,000	9.00		
Add : Issue of Shares	-	-		
Balance as at March 31, 2025	90,000	9.00		

b. Other Equity (refer note 15)				
Particulars	Retained Earnings	Capital Reserve	Other Comprehensive Income	Total
Balance as at April 01, 2023	(532,268.34)	-	45.95	(532,222.39)
Loss for the year	65,834.24	-	-	65,834.24
Remeasurements of defined benefit plans (net of taxes)	-	-	6.98	6.98
Extinguishment of Share Capital (refer note 14)	-	126,519.56	-	126,519.56
Balance as at March 31, 2024	(466,434.10)	126,519.56	52.93	(339,861.60)
Profit for the year	(1,033.50)	-	-	(1,033.50)
Remeasurements of defined benefit plans (net of taxes)	-	-	(3.44)	(3.44)
Balance as at March 31, 2025	(467,467.60)	126,519.56	49.49	(340,898.54)

Corporate Information

Summary of material accounting policies

The accompanying notes form an integral part of the financial statements

This is the statement of changes in Equity referred to our report

For Ramesh Athanaya & Co.

Chartered Accountants

Firm's Registration Number: 0074305


(C.A. Ramesh Athanaya)
Partner

Membership Number: 204976

Place: Hyderabad

Date : July 03, 2025

For and on behalf of the Board of Directors of
GVK Power (Goindwal Sahib) Limited


Harjit Singh
Director
DIN : 10837070


Surinder Kumar Beri
Director
DIN : 09764998


Sudhakar Thottanpudi
Chief Financial Officer

GVK Power (Goindwal Sahib) Limited
Statement of Cash flows for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
A. CASH FLOW FROM OPERATING ACTIVITIES		
Profit/(Loss) before tax	(1,033.50)	65,834.24
Adjustments for :		
Interest earned	(20.85)	(1,588.45)
Excess provision written back	-	-
Depreciation and amortisation expense	21,844.08	21,303.48
Reclassification adjustment	358.41	-
Interest expenses	11,606.38	1,683.84
Transaction Cost	-	-
Provision for doubtful debts	-	-
Liquidated Damages	-	-
Exceptional Items	-	(66,581.25)
Provision for Inventory recoverability	-	-
Operating profit before changes in operating assets and liabilities	31,354.50	20,651.87
Adjustments for (increase) / decrease in operating assets:		
Inventories	(9,090.26)	(6,479.73)
Trade receivables	(3,027.16)	-
Other assets	(4,097.78)	11,835.29
Other Non-Current Assets	(0.30)	1.79
Adjustments for increase / (decrease) in operating liabilities:		
Trade payables	(7,118.70)	9,288.95
Other financial liabilities	364.70	(4,565.61)
Other liabilities	(114.17)	(6.63)
Provisions	(10.24)	(2.17)
Cash generated from operations	8,260.59	30,723.76
Net income tax (paid)/Refund (Net)	234.56	(48.81)
Net cash used in operating activities (A)	8,495.16	30,674.95
B. CASH FLOW FROM INVESTING ACTIVITIES		
Acquisition of Property, plant and equipment including (net of capital Capital Advances	(65.24)	(1.16)
Receipt of loan given	0.00	1,197.26
Investment in fixed deposits	(627.91)	(1,157.20)
Interest received	22.97	1,587.92
Net cash used in investing activities (B)	(671.19)	1,626.82
C. CASH FLOW FROM FINANCING ACTIVITIES		
Proceeds from issuance of Share Capital	-	9.00
Proceeds from Long Term borrowings	-	111,577.00
Interest paid	(11,688.92)	(1,143.38)
Repayment of Borrowings	-	(142,626.47)
Net cash flow from financing activities (C)	(11,688.92)	(32,183.86)
Net (decrease) in Cash and cash equivalents (A+B+C)	(3,264.95)	117.91
Cash and cash equivalents at the beginning of the year	4,449.28	4,331.37
Cash and cash equivalents at the end of the year	1,184.33	4,449.28

Corporate information

1

Summary of material accounting policies

2

The accompanying notes form an integral part of the financial statements
This is the statement of Cash Flow referred to our report of even date

For Ramesh Athanaya & Co.

Chartered Accountants

Firm's Registration Number: 607485

(CA. Ramesh Athanaya)

Partner

Membership Number: 204976

Place: Hyderabad

Date : July 03, 2025



For and on behalf of the Board of Directors of GVK Power
(Goindwal Sahib) Limited

Harjit Singh
Director
DIN : 10837070

Srinidhi Kumar Beri
Director
DIN : 09764598

Sudhakar Thannapadi
Chief Financial Officer

64

GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

I Corporate information

GVK Power (Goindwal Sahib) Limited ("the company") was incorporated on December 04, 1997 in accordance with the provisions of the Companies Act, 1956. The Company has become subsidiary of GVK Energy Limited with effect from June 30, 2010. (read with note 30) With effect from February 07, 2024 it became subsidiary of Guru Amar Das Thermal Power Limited (GATPL).

The Company is engaged in the business of Generation and sale of electricity. The company entered into a Power Purchase Agreement ("PPA") with Punjab State Power Corporation Limited (formerly known as Punjab State Electricity Board) ("PSPCL") for supply of power from its 540 MW coal based thermal electricity generation plant situated near Goindwal Sahib, Tarn Taran Dist, Punjab, India on May 26, 2009. The plant started its commercial operation with effect from 16 April, 2016.

These financial statements have been authorised for issue by Board of Directors of the Company in their meeting held on July 03, 2025.

2 Basis of preparation and Statement of material accounting policies

2.1 Basis of preparation

(a)

The financial statements of the Company have been prepared in accordance with Indian Accounting Standards (Ind AS) prescribed to section 133 of the Companies Act 2013 read with the Companies (Indian Accounting Standards) Rules, 2015 (as amended from time to time).

These financial statements have been prepared on a historical cost basis, except certain financial instruments measured at fair value (refer note 2.2(i) financial instruments).

The financial statements are presented in Indian Rupees (INR) and all values are rounded to the nearest lakhs (INR 100,000), except when otherwise indicated.

(b) Current versus non-current classification

The Company presents assets and liabilities in the balance sheet based on current/ non-current classification.

An asset is treated as current when it is:

- Expected to be realised or intended to be sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period

All other assets are classified as non-current.

An asset is treated as current when it is:

- Expected to be realised or intended to be sold or consumed in normal operating cycle
- Held primarily for the purpose of trading
- Expected to be realised within twelve months after the reporting period, or
- Cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

least twelve months after the reporting period

All other assets are classified as non-current.

A liability is current when:

- It is expected to be settled in normal operating cycle
- It is held primarily for the purpose of trading
- It is due to be settled within twelve months after the reporting period, or
- There is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period

The Company classifies all other liabilities as non-current.

Deferred tax assets and liabilities are classified as non-current.

The operating cycle is the time between the acquisition of assets for processing and their realisation in cash and cash equivalents. The Company has identified twelve months as its operating cycle.

(c) Fair value measurement

The Company measures financial instruments at fair value at each balance sheet date.

Financial instrument measured at Amortised Cost: The carrying amount of financial assets and financial liabilities measured at amortised cost in the financial statements are a reasonable approximation of their fair values since the Company does not anticipate that the carrying amounts would be significantly different from the values that would eventually be received or settled. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability, or
- In the absence of a principal market, in the most advantageous market for the asset or liability

The principal or the most advantageous market must be accessible by the Company.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

Financial instrument measured at Amortised Cost: The carrying amount of financial assets and financial liabilities measured at amortised cost in the financial statements are a reasonable approximation of their fair values since the Company does not anticipate that the carrying amounts would be significantly different from the values that would eventually be received or settled. All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1: Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2: Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3: Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For assets and liabilities that are recognised in the financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

(d) Use of estimates

The preparation of the financial statements in conformity with Ind AS, requires management to make estimates and assumptions considered in the reported amounts of assets and liabilities (including disclosure of contingent liabilities) and the reported income and expenses during the year. The Management believes that the estimates used in preparation of the financial statements are prudent and reasonable. Future results could differ due to these estimates and the differences between the actual results and the estimates are recognised in the periods in which the results are known / materialised. Revisions to accounting estimates are recognised prospectively in the Statement of Profit and Loss in the period in which the estimates are revised and in any future periods affected.

2.2 Summary of material accounting policies

(a) Revenue recognition

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured, regardless of when the payment is being made. Revenue is measured at the fair value of the consideration received or receivable, taking into account contractually defined terms of payment and excluding taxes or duties collected on behalf of the government.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

The specific recognition criteria described below must also be met before revenue is recognised.

Sale of Power

Revenue from sale of power is recognised when power is supplied to the customer which coincides with generation of power in accordance with the provisions of the Power Purchase Agreement ("PPA") with Punjab State Power Corporation Limited ("PSPCL")

Rebate, if any, is estimated and provided for in the year of sales and recorded as reduction from revenue. Such rebate is accrued and estimated based on historical average rate actually claimed over a period of time.

Interest income

Interest income is recognized on a time proportion basis taking into the account the amount outstanding and the rate applicable except the interest income received from customers for delayed payments which is accounted on the basis of reasonable certainty/realization

Contract assets

A contract asset is the right to consideration in exchange for services transferred to the customer (which consist of unbilled revenue). If the Company performs by transferring services to a customer before the customer pays consideration or before payment is due, a contract asset is recognized for the earned consideration that is conditional.

Contract liabilities

A contract liability is the obligation to transfer services to a customer for which the Company has received consideration from the customer. If a customer pays a consideration before the Company transfers services to the customer, a contract liability is recognized when the payment is made. Contract liabilities are recognized as revenue when the Company performs under the contract.

(b) Property, plant and equipment

Property, plant and equipment (PPE) are stated at cost, net of credit availed in respect of any taxes, duties less accumulated depreciation and accumulated impairment losses, if any. Such cost includes purchase price and any attributable cost of bringing the asset to its working condition for its intended use. Financing costs relating to acquisition of Property, plant and equipment which takes substantial period of time to get ready for intended use are also included to the extent they relate to the period upto such assets are ready for their intended use. Expenditure directly relating to construction/erection activity is capitalized. Indirect expenditure incurred during construction/erection period is capitalized as part of the construction/erection cost to the extent such expenditure is related to construction or is incidental thereto.



6/2

GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

Spare parts relating to Plant and Equipment are capitalised provided the useful life of the same is more than 12 months (Capital Spares).

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the company and the cost of the item can be measured reliably.

Derecognition

An item of property, plant and equipment and any significant part initially recognised is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the income statement when the asset is derecognised.

The carrying amount of any component accounted for as separate asset is derecognized when replaced.

Depreciation methods, estimated useful lives and residual value

(i) "Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014" dated 21st February, 2014 has defined "Generating Station". Accordingly depreciation on the assets covered under the definition of Generating Station has been provided under Straight Line Method at the rates and the manner prescribed under the said regulations as notified vide circular no. 31/2011 dated 31st May, 2011 as amended (CERC Regulations") by Ministry of Corporate Affairs.

(ii) Other tangible assets are depreciated under straight line method at the rates specified under CERC regulations, except for the assets individually costing Rs. 5,000/- or less, which are fully depreciated in the year of acquisition.

The residual values, useful lives and methods of depreciation of property, plant and equipment are reviewed at each financial period/year end and adjusted prospectively, if appropriate.

(c) Intangible assets

Intangible assets with finite useful lives that are acquired separately are carried at cost, net of accumulated amortisation and impairment losses, if any. Cost of an intangible asset comprises of purchase price and attributable expenditure on making the asset ready for its intended use.

Amortisation is recognised on a straight-line basis over their estimated useful lives of an asset

The estimated useful life and amortisation method are reviewed at the end of each reporting period, with the effect of any changes in estimate being accounted for on a prospective basis.

An intangible asset is derecognised on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as



60

GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

the difference between the net disposal proceeds and the carrying amount of the asset, are recognised in Statement of Profit or Loss when the asset is derecognised.

Amortization methods and periods

The Company amortises intangible assets with finite useful life over the following periods:

- i) Computer software including software user licenses - 3 years.
- ii) Right to use railway line - 10 years.

(d) Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalised as part of the cost of the asset. All other borrowing costs are expensed in the period in which they occur. Borrowing costs consist of interest and other costs that an entity incurs in connection with the borrowing of funds.

(e) Impairment of non-financial assets

The Company assesses, at each reporting date, whether there is an indication that an asset may be impaired. If any indication exists, or when annual impairment testing for an asset is required, the Company estimates the asset's recoverable amount. An asset's recoverable amount is the higher of an asset's cash-generating unit's (CGU) fair value less costs of disposal and its value in use. Recoverable amount is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets. When the carrying amount of an asset or CGU exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

The Company bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Company's CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. For longer periods, a long-term growth rate is calculated and applied to project future cash flows after the fifth year. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Company extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or for the market in which the asset is used.

An assessment is made at each reporting date to determine whether there is an indication that previously recognised impairment losses no longer exist or have decreased. If such indication exists, the Company estimates the asset's or CGU's recoverable amount. A previously recognised impairment loss is reversed only if there has been a change in the assumptions used to determine the asset's recoverable amount since the last impairment loss was recognised. The reversal is limited so that the



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

carrying amount of the asset does not exceed its recoverable amount, nor exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior periods/ years. Such reversal is recognised in the statement of profit or loss unless the asset is carried at a revalued amount, in which case, the reversal is treated as a revaluation increase.

(f) Taxes

Current income tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date in accordance with the Income tax Act, 1961.

Current tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred tax

Deferred tax is provided using the liability method on temporary differences between the tax base of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred tax liabilities are recognised for all taxable temporary differences. Deferred tax assets are recognised for all deductible temporary differences, the carry forward of unused tax credits and any unused tax losses. Deferred tax assets are recognised to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry forward of unused tax credits and unused tax losses can be utilized. The carrying amount of deferred tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised. Unrecognised deferred tax assets are re-assessed at each reporting date and are recognised to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period/year when the asset is realised or the liability is settled, based on tax rates and tax laws that have been enacted or substantively enacted at the reporting date.

Deferred tax relating to items recognised outside profit or loss is recognised outside profit or loss (either in other comprehensive income or in equity). Deferred tax items are recognised in correlation to the underlying transaction either in OCI or directly in equity.

Deferred tax assets and deferred tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred taxes relate to the same taxable entity and the same taxation authority.

(g) Foreign currencies

The financial statements are presented in Indian rupees which is the functional currency of the Company and the currency of the primary economic environment in which the Company operates.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

Transactions and balances

Transactions in foreign currencies are initially recorded at their respective functional currency spot rates at the date the transaction first qualifies for recognition. However, for practical reasons, the Company uses an average rate if the average approximates the actual rate at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency spot rates of exchange at the reporting date. Exchange differences arising on settlement or translation of monetary items are recognised in profit or loss.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions. Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value is determined. The gain or loss arising on translation of non-monetary items measured at fair value is treated in line with the recognition of the gain or loss on the change in fair value of the item (i.e., translation differences on items whose fair value gain or loss is recognised in OCI or profit or loss are also recognised in OCI or profit or loss, respectively).

(h) (i) Provisions

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Company expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit and loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

(ii) Contingent liabilities and contingent assets

Contingent liability : A contingent liability is a possible obligation that arises from past events whose existence will be confirmed by the occurrence or non-occurrence of one or more uncertain future events beyond the control of the Company or a present obligation that is not recognized because it is not possible that an outflow of resources will be required to settle the obligation. A contingent liability also arises in extremely rare cases where there is a liability that cannot be recognized because it cannot be measured reliably.

The Company does not recognize a contingent liability but discloses its existence in the financial statements.

Contingent asset: A contingent asset is a possible asset that arises from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entity.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

(i) Employee benefits

(i) Short-term obligations

Liabilities for wages and salaries, including non-monetary benefits that are expected to be settled wholly within 12 months after the end of the period in which the employees render the related service are recognized in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liabilities are presented as current employee benefit obligations in the balance sheet.

(ii) Other long-term employee benefit obligations

The liabilities for earned leave are not expected to be settled wholly within 12 months after the end of the period in which the employees render the related service. They are therefore measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method by actuary. The benefit are discounted using the market yields at the end of the reporting period that have terms approximating to the terms of the related obligations. Remeasurements as a result of the experience adjustments and changes in actuarial assumptions are recognized in profit or loss.

Compensated absence

The company has a policy on compensated absences which are both accumulating and non-accumulating in nature. The expected cost of accumulating compensated absences is determined by actuarial valuation performed by an independent actuary at each balance sheet date using projected unit credit method on the additional amount expected to be paid/availed as a result of the unused entitlement that has accumulated at the balance sheet date. Expense on non-accumulating compensated absences is recognized in the period in which the absences occur.

(iii) Post-employment obligations

The company operates the following post-employment schemes:

- (a) Defined benefit plans such as gratuity and
- (b) Defined contribution plans such as provident fund and employee state insurance.

Defined benefit obligation

Gratuity plan

The liability or assets recognized in the balance sheet in respect of defined benefit plans is the present value of the defined benefit obligations at the end of the reporting period less the fair value of plan assets. The defined benefit obligation is calculated annually by actuaries using the projected unit credit method.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows by reference to market yields at the end of the reporting period on government bonds that have terms approximating to the terms of the related obligation.

The net interest cost is calculated by applying the discount rate to the net balance of the defined benefit obligation and the fair value of plan assets. This cost is included in employee benefit expense in the statement of profit and loss.

Remeasurement gains and losses arising from experience adjustments and change in actuarial assumptions are recognized in the period in which they occur, directly in other comprehensive income. They are included in retained earnings in the statement of changes in equity and in the balance sheet.

The Company recognises the following changes in the net defined benefit obligation as an expense in the statement of profit and loss:

- ▶ Service costs comprising current service costs, past-service costs, gains and losses on curtailments and non-routine settlements; and
- ▶ Net interest expense or income

Defined contribution plan Provident Fund and Employees State Insurance

Benefits in the forms of Contribution to provident fund and Employees State Insurance are defined contribution scheme and the contributions are charged to the Statement of Profit and Loss in the period in which the contributions to the respective funds are due.

(j) Financial Instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement

All financial assets are recognised initially at fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset.

Subsequent measurement

For purposes of subsequent measurement, a 'debt instrument' is measured at the amortised cost if both the following conditions are met:

- a) The asset is held within a business model whose objective is to hold assets for collecting contractual cash flows, and
- b) Contractual terms of the asset give rise on specified dates to cash flows that are solely payments of principal and interest (SPPI) on the principal amount outstanding.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

After initial measurement, such financial assets are subsequently measured at amortised cost using the effective interest rate (EIR) method. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in finance income in the profit or loss. The losses arising from impairment are recognised in the profit or loss. This category generally applies to trade and other receivables.

Equity investments:

In respect of equity investments, when an entity prepares as per Ind AS 27 separate financial statements, which requires to account for its investments in subsidiaries and associates either: at cost; or in accordance with Ind AS 109 Financial Instrument.

Derecognition

A financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is primarily derecognised (i.e. removed from the Company's balance sheet) when:

- a) the rights to receive cash flows from the asset have expired, or
- b) the Company has transferred its rights to receive cash flows from the asset, and
 - i. the Company has transferred substantially all the risks and rewards of the asset, or
 - ii. the Company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

Impairment of financial assets

In accordance with Ind AS 109, Financial instruments the Company applies expected credit loss (ECL) model for measurement and recognition of impairment loss on the following financial assets and credit risk exposure:

- a) Financial assets that are debt instruments, and are measured at amortised cost e.g., loans, debt securities, deposits, and bank balance
- b) Trade receivables or any contractual right to receive cash or another financial asset that result from transactions that are within the scope of Ind AS 115
- c) Loan commitments which are not measured as at FVTPL

The Company follows 'simplified approach' for recognition of impairment loss allowance on trade receivables.

The application of simplified approach does not require the Company to track changes in credit risk. Rather, it recognises impairment loss allowance based on lifetime ECLs at each reporting date, right from its initial recognition.

For recognition of impairment loss on other financial assets and risk exposure, the Company determines that whether there has been a significant increase in the credit risk since initial recognition. If credit risk has not increased significantly, 12-month ECL is used to provide for impairment loss.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

However, if credit risk has increased significantly, lifetime ECL is used. If, in a subsequent period, credit quality of the instrument improves such that there is no longer a significant increase in credit risk since initial recognition, then the entity reverts to recognising impairment loss allowance based on 12-month ECL.

Lifetime ECL are the expected credit losses resulting from all possible default events over the expected life of a financial instrument. The 12-month ECL is a portion of the lifetime ECL which results from default events that are possible within 12 months after the reporting date.

ECL is the difference between all contractual cash flows that are due to the Company in accordance with the contract and all the cash flows that the entity expects to receive (i.e., all cash shortfalls), discounted at the original EIR. When estimating the cash flows, an entity is required to consider:

- ▶ All contractual terms of the financial instrument (including prepayment, extension, call and similar options) over the expected life of the financial instrument. However, in rare cases when the expected life of the financial instrument cannot be estimated reliably, then the entity is required to use the remaining contractual term of the financial instrument.
- ▶ Cash flows from the sale of collateral held or other credit enhancements that are integral to the contractual terms.

ECL impairment loss allowance (or reversal) recognized during the period is recognized as income/expense in the statement of profit and loss (P&L). This amount is reflected under the head 'other expenses' in the Statement of Profit & Loss. The balance sheet presentation for various financial instruments is described below:

- ▶ Financial assets measured as at amortised cost: ECL is presented as an allowance, i.e., as an integral part of the measurement of those assets in the balance sheet. The allowance reduces the net carrying amount. Until the asset meets write-off criteria, the Company does not reduce impairment allowance from the gross carrying amount.
- ▶ Loan commitments and financial guarantee contracts: ECL is presented as a provision in the balance sheet, i.e. as a liability.

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss, loans and borrowings or payables, as appropriate.

All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

The Company's financial liabilities include trade and other payables, loans and borrowings, financial guarantee contracts.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

Subsequent measurement

The measurement of financial liabilities depends on their classification, as described below:

Loans and borrowings

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit and loss.

Financial liabilities at fair value through profit or loss

Financial liabilities at fair value through profit or loss include financial liabilities designated upon initial recognition as at fair value through profit or loss.

Financial liabilities designated upon initial recognition at fair value through profit or loss are designated as such at the initial date of recognition, and only if the criteria in Ind AS 109 are satisfied. For liabilities designated as FVTPL, fair value gains/ losses attributable to changes in own credit risk are recognized in Other Comprehensive Income. These gains/ loss are not subsequently transferred to statement of profit and loss. However, the Company may transfer the cumulative gain or loss within equity. All other changes in fair value of such liability are recognised in the statement of profit and loss.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit and loss.

Reclassification of financial assets

The Company determines classification of financial assets and liabilities on initial recognition. After initial recognition, no reclassification is made for financial assets which are equity instruments and financial liabilities. If the Company reclassifies financial assets, it applies the reclassification prospectively from the reclassification date which is the first day of the immediately next reporting period following the change in business model. The Company does not restate any previously recognised gains, losses (including impairment gains or losses) or interest.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

The following table shows various reclassification and how they are accounted for:

Original classification	Revised classification	Accounting treatment
Amortised cost	FVTPL	Fair value is measured at reclassification date. Difference between previous amortised cost and fair value is recognised in Statement of Profit and Loss.
FVTPL	Amortised Cost	Fair value at reclassification date becomes its new gross carrying amount. EIR is calculated based on the new gross carrying amount.
Amortised cost	FVTOCI	Fair value is measured at reclassification date. Difference between previous amortised cost and fair value is recognised in Other Comprehensive Income. No change in EIR due to reclassification.
FVTOCI	Amortised cost	Fair value at reclassification date becomes its new amortised cost carrying amount. However, cumulative gain or loss in Other Comprehensive Income is adjusted against fair value. Consequently, the asset is measured as if it had always been measured at amortised cost.
FVTPL	FVTOCI	Fair value at reclassification date becomes its new carrying amount. No other adjustment is required.
FVTOCI	FVTPL	Assets continue to be measured at fair value. Cumulative gain or loss previously recognized in Other Comprehensive Income is reclassified to Statement of Profit and Loss at the reclassification date.

Offsetting financial instruments

Financial assets and liabilities are offset and the net amount is reported in the balance sheet where there is a legally enforceable right to offset the recognized amounts and there is an intention to settle on a net basis or realize the asset and settle the liability simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or bankruptcy of the company or the counterparty.

(k) Leases

The determination of whether an arrangement is (or contains) a lease is based on the substance of the arrangement at the inception of the lease. The arrangement is, or contains, a lease if fulfilment of the arrangement is dependent on the use of a specific asset or assets and the arrangement conveys a right to use the asset or assets, even if that right is not explicitly specified in an arrangement. For arrangements entered into prior to 1st April 2015, the Company has determined whether the arrangement contain lease on the basis of facts and circumstances existing on the date of

transition.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

As a lessee

The company recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the right-of-use asset or the end of the lease term. The estimated useful lives of right-of-use assets are determined on the same basis as those of property and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain re-measurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, company's incremental borrowing rate. Generally, the company uses its incremental borrowing rate as the discount rate.

Lease payments included in the measurement of the lease liability comprise the following:

- Fixed payments, including in-substance fixed payments;
- Variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
- Amounts expected to be payable under a residual value guarantee; and
- The exercise price under a purchase option that the company is reasonably certain to exercise, lease payments in an optional renewal period if the company is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the company is reasonably certain not to terminate early.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the company's estimate of the amount expected to be payable under a residual value guarantee, or if company changes its assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The company presents right-of-use assets that do not meet the definition of investment property in 'property, plant and equipment'.

Short-term leases and leases of low-value assets

The company has elected not to recognise right-of-use assets and lease liabilities for short term leases of real estate properties that have a lease term of 12 months. The company recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.



GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

Under Ind AS 17

In the comparative period, as a lessee the company classified leases that transfer substantially all of the risks and rewards of ownership as finance leases. When this was the case, the leased assets were measured initially at an amount equal to the lower of their fair value and the present value of the minimum lease payments. Minimum lease payments were the payments over the lease term that the lessee was required to make, excluding any contingent rent.

Subsequently, the assets were accounted for in accordance with the accounting policy applicable to that asset.

Assets held under other leases were classified as operating leases and were not recognised in the company's statement of financial position. Payments made under operating leases were recognised in profit or loss on a straight-line basis over the term of the lease. Lease incentives received were recognised as an integral part of the total lease expense, over the term of the lease.

Leases are classified as finance leases whenever the terms of the lease transfer substantially all the risks and rewards incidental to the ownership of an asset to the Company. All other leases are classified as operating leases. Finance leases are capitalised at the lease's inception at the fair value of the leased property or, if lower, the present value of the minimum lease payments. The corresponding rental obligations, net of finance charges, are included in borrowings or other financial liabilities as appropriate. Each lease payment is allocated between the liability and finance cost. The finance cost is charged to the profit or loss over the lease period so as to produce a constant periodic rate of interest on the remaining balance of the liability for each period.

Land under non-perpetual lease is treated as operating lease. Operating lease payments for land are recognised as prepayments and amortised on a straight-line basis over the term of the lease. Contingent rentals, if any, arising under operating leases are recognised as an expense in the period in which they are incurred.

Company as a lessor

The Company has not entered any transactions as a lessor.

(I) Investment in subsidiaries, associates and joint ventures

A entity is termed as a subsidiary if the company controls the entity. Control is achieved when the Company is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee.

An associate is an entity over which the Company has significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee, but is not control or joint control over those policies.

A joint venture is a type of joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint venture. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.



6 el

GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

The considerations made in determining whether significant influence or joint control are similar to those necessary to determine control over the subsidiaries.

The Company has accounted for its investment in subsidiaries, associates and joint ventures at cost.

(m) Cash and cash equivalents

Cash and cash equivalent in the balance sheet comprise cash at banks and on hand and short-term deposits with an original maturity of three months or less, which are subject to an insignificant risk of changes in value.

For the purpose of the statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Company's cash management.

(n) Trade Receivables

Receivables are initially recognised at fair value, which in most cases approximates the normal value of consideration receivable. If there is a subsequent indication that those assets may be impaired, they are reviewed for impairment and an allowance is recognised.

(o) Trade Payables

Trade payables are recognised for amounts to be paid for goods or services acquired in the ordinary course of the business whether billed by the supplier/service provided or not. Trade payables are classified as current liabilities.

(p) Earning per share

(i) Basic earnings per share

Basic earnings per share is calculated by dividing:

- The profit attributable to owners of the company
- By the weighted average number of equity shares outstanding during the financial year, adjusted for bonus elements in equity shares issued during the year

(ii) Diluted earnings per share

Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account:

- The after income tax effect of interest and other financing costs associated with dilutive potential equity shares, and
- The weighted average number of additional equity shares that would have been outstanding assuming the conversion of all dilutive potential equity shares.



6/2

GVK Power (Goindwal Sahib) Limited

Notes to financial statements for the year ended March 31, 2025

(q) Inventory

Net Realisable Value : Materials and other supplies held for use in the production of inventories are stated at cost if the finished products in which they are used / incorporated are expected to be sold at or above cost. However when the value of materials are higher than net realisable value of the finished products, the cost of the materials are written down to net realisable value.

Spare parts, stand-by equipment and servicing equipment are recognised in accordance with this Ind AS-16 when they meet the definition of Property, Plant and Equipment. Otherwise, such items are classified as inventory. Spare parts, stand-by equipment and servicing equipment are stated at the lower of cost or net realisable value.

2.3 Critical estimates and judgments

The preparation of financial statements requires the use of accounting estimates which, by definition, will seldom equal the actual results. Management also needs to exercise judgment in applying the accounting policies.

This note provides the overview of the areas that involved a higher degree of judgment or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be different than those originally assessed. Detailed information about each of these estimates and judgments is included in relevant notes together with information about the basis of calculation for each effected line item in the financial statements.

The areas involving critical estimates and judgments are : • Estimated useful life of Property, plant and equipment – Note 2.2 (b) • Estimated useful life of Intangible assets – Note 2.2 (c) • Taxes - Note 2.2(f) Estimates and judgments are continually evaluated. They are based on historical experience and other factors, including expectations of future events that may have financial impact on the company and that are believed to be reasonable under the circumstances.

2.4 Recent Accounting pronouncements

Ministry of Corporate Affairs ("MCA") notifies new standards or amendments to the existing standards under Companies (Indian Accounting Standards) Rules as issued from time to time. For the year ended March 31, 2024, MCA has not notified any new standards or amendments to the existing standards applicable to the Company.



GVK Power (Goindwal Sahib) Limited
Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

3. Property, plant and equipment

Description of Assets	Freehold land	Buildings	Computers	Plant and equipment	Capital Spares	Office equipment	Furniture and fixtures	Vehicles	Total
I. Cost /Deemed Cost									
As at April 01, 2023	18,208.92	70,030.77	102.70	3,52,652.58	1,290.69	135.04	129.99	22.76	4,42,571.45
Additions	-	-	0.81	-	-	0.35	-	-	1.16
Disposals	-	-	-	-	-	-	-	-	-
As at March 31, 2024	18,208.92	70,030.77	103.51	3,52,652.58	1,290.69	133.39	129.99	22.76	4,42,572.61
Additions	-	-	42.07	21.63	-	1.79	0.76	-	66.24
Disposals	-	-	-	-	-	-	-	-	-
Balance as at March 31, 2025	18,208.92	70,030.77	145.57	3,52,674.21	1,290.69	135.18	130.75	22.76	4,42,638.95
II. Accumulated depreciation									
Upto April 01, 2023	-	16,245.19	77.53	1,29,681.20	381.02	105.62	109.95	19.83	1,46,620.32
Charge for the year	-	2,333.16	6.97	18,643.48	68.15	8.04	4.31	-	21,064.11
On disposals	-	-	-	-	-	-	-	-	-
Upto March 31, 2024	-	18,578.35	84.48	1,48,324.68	449.17	113.66	114.26	19.83	1,67,684.43
Charge for the year	-	2,333.16	6.24	18,630.24	68.15	4.61	1.65	-	21,044.05
On disposals	-	-	-	-	-	-	-	-	-
Upto March 31, 2025	-	20,911.51	90.71	1,66,954.93	517.32	118.28	115.91	19.83	1,88,728.49
III. Carrying Amount									
As at March 31, 2023	18,208.92	53,785.58	25.19	2,22,971.38	909.67	27.42	20.04	2.93	2,95,951.12
As at March 31, 2024	18,208.92	51,452.42	19.83	2,04,327.89	841.52	19.73	15.73	2.93	2,74,888.18
As at March 31, 2025	18,208.92	49,119.26	54.86	1,85,719.28	773.37	16.90	14.84	2.93	2,53,919.36



6/2

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

4. Intangible assets

Description of Assets	Computer software	Right to Use Railway Line	Total
I. Cost /Deemed Cost			
As at April 01, 2023	14.83	2,393.73	2,408.56
Additions	-	-	-
Disposals	-	-	-
As at March 31, 2024	14.83	2,393.73	2,408.56
Additions	-	-	-
Disposals	-	-	-
As at March 31, 2025	14.83	2,393.73	2,408.56
II. Accumulated Amortisation			
Upto April 01, 2023	13.86	1,795.94	1,809.80
Charge for the year	-	239.38	239.38
On disposals	-	-	-
Upto March 31, 2024	13.86	2,035.32	2,049.18
Charge for the year	-	358.41	358.41
On disposals	-	-	-
Upto March 31, 2025	13.86	2,393.73	2,407.59
III. Carrying Amount			
As at March 31, 2023	0.97	597.79	598.76
As at March 31, 2024	0.97	358.41	359.38
As at March 31, 2025	0.97	-	0.97

The company had paid 10 years maintenance cost towards maintenance of railway line constructed up to the plant and was capitalized in the FY 2015-16 as an intangible asset and was amortized up to 31.03.2024. As the said expenditure is not Capital in nature, the carrying value as at 01.04.2024 has been de-recognized and classified as pre-paid expenditure during the FY 2024-25.



GVK Power (Gopalwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

5. Non-current investments

Particulars	As at March 31, 2025	As at March 31, 2024
Non-current investments		
Investment carried at Amortised cost		
Equity instruments in associate company (unquoted)		
Seregarha Mines Ltd 51,73,100 shares (2023: 51,73,100 shares) INR 10/- each fully paid up.	517.31	517.31
Less: Provision for diminution in value of investments	(517.31)	(517.31)
	-	-
(ii) Equity instruments of other entities (unquoted)		
GVK Power (Khindar sahib) Pvt Ltd Nil (2021: 99) INR 10/- each fully paid up.	-	-
Total	-	-

6. Other financial assets

Particulars	As at March 31, 2025	As at March 31, 2024
Non-current		
Margin money deposit with bank (Punjab Sales Tax Department)	2.67	2.36
Unsecured, considered good		
Deposits recoverable	131.45	131.46
Total	134.12	133.82
Current		
Interest accrued	5.45	7.57
Total	5.45	7.57

7. Other assets

Particulars	As at March 31, 2025	As at March 31, 2024
Current		
Prepaid expenses	179.50	127.82
Advances to Suppliers	1,738.62	1,216.06
Less: Provision for doubtful receivable	(14.24)	(14.24)
Unbilled (Net)	6,276.22	9,679.43
Less: Advances	-	(7,911.35)
Other Receivables	2.08	891.51
Balance with Govt Authorities	143.56	238.74
Total	8,325.75	4,227.97

8. Inventories

Particulars	As at March 31, 2025	As at March 31, 2024
(lower of cost and net realisable value)		
Raw materials	17,436.61	9,952.17
Stock in Transit	961.99	1,404.13
Consumables & Stores	6,688.97	4,640.80
Total	25,087.57	15,997.11



62

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

9. Trade receivables

Particulars	As at March 31, 2025	As at March 31, 2024
Unsecured, Considered good		
Billed	3,027.16	-
Total	3,027.16	-

10. Cash and Cash Equivalents

Particulars	As at March 31, 2025	As at March 31, 2024
Cash on hand	0.53	0.84
Balances with banks in current accounts	404.59	3,557.86
In deposits with original maturity of less than 3 months	777.21	406.58
Demand drafts in hand	2.00	484.00
Total	1,184.33	4,449.28

11. Bank Balances Other than cash and cash Equivalents

Particulars	As at March 31, 2025	As at March 31, 2024
Balances with banks		
Margin Money for guarantees given by them	1,107.53	-
Fixed Deposits (maturity of 3 to 12 months)	737.37	1,216.99
Total	1,844.90	1,216.99

12. Loans

Particulars	As at March 31, 2025	As at March 31, 2024
Current		
GVK Coal (Tokiand) Company Private Limited (Refer note below)	6,544.77	6,544.77
Total	6,544.77	6,544.77

The Hon'ble Supreme Court of India has de-allocated coal mine developed by GVK Coal (Tokiand) Company Private Limited ("GCTCPT") that was allocated to the Company. Nominated Authority appointed by the Ministry of Coal, Government of India had initially offered and released compensation of INR 14,682 Lakhs against the claim of INR 34,562 lakhs made by GCTCPL in terms of the guidelines issued by the Nominated Authority for the expenses incurred by GCTCPL. Nominated Authority has admitted a further compensation of INR 13,867 Lakhs without considering the costs incurred towards Rehabilitation & Resettlement expenses of INR 8,315 Lakhs. The lenders have challenged the compensation determined by the Nominated Authority before the Hon'ble Delhi High court. Nominated Authority has deposited an amount of INR 8,893 Lakhs out of INR 13,867 lakhs in an interest bearing account with Registrar General of the Court as per the directions of Hon'ble High Court of Delhi dated April 11, 2022, and balance amount of INR 4,984 Lakhs payable to secured creditors as per the claim made by the lenders as on the date of Voting Order. Less the amounts already paid to the lenders and settled the entire due of the secured creditors of GCTCPL as per their claim before the Nominated Authority. Nominated Authority has advised in the above order to approach Coal Tribunal in respect of any disputes including the compensation disallowed with regard to Rehabilitation & Resettlement works. There is a receivable from GCTCPL in the books of the Company to the tune of INR 6544.77 lakhs and the same is to be received by the company as and when the litigation before the Delhi High Court is settled. In terms of the Resolution Plan submitted by PSPCL and the orders of NCLT dated 22.12.2023, the lenders of the company had agreed to receive this money as and the the same is received by the company out of the amount available with the Delhi High Court. Accordingly, no provision is made for recoverability of loan to GVK Coal (Tokiand) Company Private Limited.

As per the Resolution Plan approved by Hon'ble NCLT, Hyderabad Bench vide its order dated December 22, 2023, the Company has provided for liabilities amounting to INR 6544.77 lakhs based on the amount of avoidance application as admitted pursuant to CIRP. This amount shall be payable to the Financial Creditors within 30 days from receipt of said compensation.

13. Current tax assets

Particulars	As at March 31, 2025	As at March 31, 2024
Tax deducted/Collected on account	279.88	514.44
Total	279.88	514.44



GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

14. Share capital

Particulars	As at March 31, 2025	As at March 31, 2024
Authorised share capital:		
150,00,00,000 (2023: 150,00,00,000) Equity shares of INR 10 each	1,50,000.00	1,50,000.00
Issued, subscribed and paid up capital:		
126,51,95,630 (2023: 126,51,95,630) INR 10 each fully paid up - GVK Energy Limited	-	1,26,519.56
Extinguishment of 126,51,95,630 shares of INR 10 each fully paid up - GVK Energy Limited	-	(1,26,519.56)
90,000 Equity shares INR 10 each Fully Paid up - Guru Amar Das Thermal Power Limited	9.00	9.00
Total	9.00	9.00

(a). Rights, preferences and restrictions attached to equity shares including restriction on the distribution of dividend

The Company has only one class of equity share having par value of INR 10 per share. Each holder of equity shares is entitled to one vote per share. The Company declares and pays dividends in Indian Rupees. The dividend proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. In the event of liquidation of the Company, the holders of equity shares will be entitled to receive remaining assets of the company, after distribution to all creditors. The distribution will be in proportion to the number of equity shares held by the shareholders.

(b). Shareholding of Promoters

Shares held by Promoters as at March 31, 2025

Details of shares held by each shareholder holding more than 5% shares of shares outstanding and shares held by Holding Company.

Promoter Name	No. of Shares	% of total shares	% change during the year
Guru Amar Das Thermal Power Limited	90,000	100%	-

Shares held by Promoters as at March 31, 2024

Promoter Name	No. of Shares	% of total shares	% change during the year
Guru Amar Das Thermal Power Limited	90,000	100%	100%

(c). The Opening and closing balance of the Subscribed and Paid-up equity shares of the company are same.

PSPCL acquired the company through a specially formed SPV, Guru Amardas Thermal Power Limited ("GATPL"), which is a wholly owned subsidiary of PSPCL. As per the NCLT order dated December 22, 2023, Resolution Plan implementation states that Equity share capital should be reduced to Nil.



GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

15. Other Equity

Particulars	As at March 31, 2025	As at March 31, 2024
(a) Retained Earnings		
Surplus/(Deficit) in Statement of Profit and Loss		
Balance at beginning of the year	(4,66,381.16)	(5,32,222.37)
Profit/(Loss) for the year	(1,033.50)	65,834.23
Other comprehensive income for the year	-	6.98
Balance at end of year	(4,67,414.66)	(4,66,381.16)
(b) Capital Reserve		
Balance at the beginning of the year	1,26,519.56	-
Extinguishment of Share Capital (refer note 14)	-	1,26,519.56
Balance at end of the year	1,26,519.56	1,26,519.56
Total (a+b)	(3,40,895.10)	(3,39,861.60)

16. Borrowings

Particulars	As at March 31, 2025	As at March 31, 2024
Secured		
Term Loan from Power Finance Corporation Limited	1,09,717.38	1,11,577.00
Balance at end of year	1,09,717.38	1,11,577.00

On February 06, 2024, Power Finance Corporation ("PFC") has disbursed an amount of INR 1,07,999 lakhs directly to the account of GVK Power (Goindwal Sahib) Limited out of the loan availed by PSPCL (Sanctioned amount is INR 1,44,000 lakhs) for acquiring the Company to meet the funds required for settlement to the operational Creditors, employee related dues and payment to financial creditors in terms of the NCLT Approval Order. Further, PFC has also disbursed an amount of INR 3,578 lakhs on February 27, 2024. Subsequently, the company has executed the loan agreements with PFC by changing the borrower from PSPCL to GVK Power (Goindwal Sahib) Limited on August 01, 2024. The company has created charge on assets hypothecated to PFC and is in the process of creating charge on immovable properties.

(a) Security

- A first charge by way of mortgage of all immovable properties of the company, both present and future;
- A first charge by way of Hypothecation of all the movable assets of the Company including movable machinery, mandatory spares, tools and accessories, fuel stocks, spares and materials at project site, present and future;
- Unconditional, irrevocable Corporate Guarantee of ultimate holding company i.e., Punjab State Power Corporation Limited ("PSPCL").

(b) The loan is repayable in 120 monthly instalments commencing from February 15, 2026

(c) Rate of Interest on Term Loan 9.90% per annum

17. Provisions

Particulars	As at March 31, 2025	As at March 31, 2024
Provision for employee benefits (Refer Note 31)		
Non-current		
Gratuity	(3.09)	3.75
Current		
Compensated absence	41.25	41.20
Total	38.16	44.95



64

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

18. Current borrowings

Particulars	As at March 31, 2025	As at March 31, 2024
Secured		
Current maturities of Long term borrowings	1859.62	
Unsecured		
Related Party	5,15,841.24	5,15,841.24
Total	5,17,700.86	5,15,841.24

Summary of Long Term Borrowings

Particulars	As at March 31, 2025	As at March 31, 2024
Secured Term Loans From		
Banks	-	-
Financial Institutions	1,11,577.00	1,11,577.00
Unsecured Term Loans From		
Related Party	-	-
	1,11,577.00	1,11,577.00
Less: Unamortised Transaction Costs	-	-
Total	1,11,577.00	1,11,577.00

19. Trade Payables

Particulars	As at March 31, 2025	As at March 31, 2024
Dues to : micro creditors and small enterprises	703.90	206.11
other than micro and small enterprises	3,078.62	10,695.10
Total	3,782.52	10,901.21

As at 31.03.2025	Outstanding for following periods from due date of payment					
	Not due	less than 1 year	1-2 years	2-3 years	More than 3 years	Total
(a) Undisputed Dues						
(i) Micro and small enterprises	659.48	44.42	-	-	-	703.90
(ii) Other than Micro and small enterprises	1,897.88	92.15	1,088.59	-	-	3,078.62
(b) Disputed Dues						
(i) Micro and small enterprises	-	-	-	-	-	-
(ii) Other than Micro and small enterprises	-	-	-	-	-	-
Trade Payables	2,557.35	136.57	1,088.59	-	-	3,782.52

As at 31.03.2024	Outstanding for following periods from due date of payment					
	Not due	less than 1 year	1-2 years	2-3 years	More than 3 years	Total
(a) Undisputed Dues						
(i) Micro and small enterprises	192.19	13.92	-	-	-	206.11
(ii) Other than Micro and small enterprises	99.79	10,505.93	-	-	89.38	10,695.10
(b) Disputed Dues						
(i) Micro and small enterprises	-	-	-	-	-	-
(ii) Other than Micro and small enterprises	-	-	-	-	-	-
Trade Payables	291.99	10,519.85	-	-	89.38	10,901.21



64

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

Disclosure under "Micro, Small and Medium Enterprises Development Act, 2006":

a) Disclosure of Trade payables and Other Current Liabilities is based on the information available with the Company regarding the status of the suppliers as defined under the "Micro, Small and Medium Enterprises Development Act, 2006".

b) Details of total outstanding dues to Micro and Small Enterprises as per "Micro, Small and Medium Enterprises Development Act, 2006".

Particulars	As at March 31, 2025	As at March 31, 2024
the principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier at the end of each accounting year	703.90	206.11
the amount of interest paid by the buyer in terms of section 16 of the Micro, Small and Medium Enterprises Development Act, 2006, along with the amount of the payment made to the supplier beyond the appointed day during each accounting year	Nil	Nil
the amount of interest due and payable for the period of delay in making payment (which have been paid but beyond appointed day during the year) but without adding the interest specified Micro, Small and Medium Enterprises Development Act, 2006.	Nil	Nil
the amount of interest accrued and remaining unpaid at the end of each accounting year	Nil	Nil
the amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues above are actually paid to the small enterprise, for the purpose of disallowance of a deductible expenditure under section 23 of the Micro, Small and Medium Enterprises Development Act, 2006	Nil	Nil

Terms and conditions

Trade payables are non-interest bearing.

Outstanding dues to related parties INR 1880.92 lacs as at March 31, 2025.

The Company's credit risk management processes (Refer to Note 34)



64

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

20. Financial liabilities

Particulars	As at March 31, 2025	As at March 31, 2024
Current		
Interest accrued and due on borrowings (refer note 18)	-	-
Interest accrued but not due on borrowings	457.92	540.46
EMD and other Deposits	15.42	-
Dues to employees	95.86	91.76
Green Endowment Fund (refer note below)	2,065.96	1,586.09
Liabilities for Expenses	772.25	906.94
Other payable (refer note 12)	6,544.77	6,544.77
Total	9,952.18	9,670.02

Movement in the Green Endowment Fund

Particulars	As at March 31, 2025	As at March 31, 2024
Balance at the beginning of the year	1,586.09	2,920.72
Add : Addition during the year	911.26	888.03
Less: Utilisation during the year (including written back of INR 1809.63 for FY 2023-23 and CY Nil)	431.39	2,222.68
Balance at the end of the year	2,065.96	1,586.09

21. Other liabilities

Particulars	As at March 31, 2025	As at March 31, 2024
Current		
Statutory remittances	43.70	157.87
Total	43.70	157.87



6d

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

22. Revenue from operations

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Revenue from contracts with customers		
Capacity Charges	49,291.42	43,128.11
Energy Charges	95,956.04	87,272.84
	1,45,247.46	1,30,400.94
Add : Arrears on True up	-	814.27
Reversal of Provision (Force majeure)	-	9,479.13
	1,45,247.46	1,40,694.35
Less : Deductions	-	(924.66)
Rebate	(2,861.59)	(2,290.01)
UI Sales	(9.96)	(60.87)
Total	1,42,375.91	1,37,418.81

Disclosure as required under Ind AS 115 - Revenue from Contracts with Customers

Timing of recognition	For the year ended March 31, 2025	For the year ended March 31, 2024
Income from sale of Energy Point in time	1,45,247.46	1,39,769.69
Less: Rebate on Prompt payment of bills	(2,861.59)	(2,290.01)
Total :	1,42,385.87	1,37,479.68

Contract balances:

Particulars	For the Year ended March 31, 2025	For the Year ended March 31, 2024
Trade receivables	3,027.16	-
Contract assets		
Contract assets at the beginning of the year	-	13,397.27
Less: Contract assets invoiced during the year	-	(13,397.27)
Add: Satisfied performance obligations not invoiced	-	-
Contract assets at the end of the year (net)	-	-

23. Other income

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Interest earned on : deposits with banks	20.85	149.44
delayed payments by customer	-	1,439.01
Income Tax Refund	25.37	-
Sale of scrap	-	4.11
Sale of Coal	3,483.30	785.38
Less : Cost of Coal	(3,483.30)	(785.38)
Writeback ash handling charges	-	1,869.62
Excess provision written back	-	-
Total	46.23	3,462.18



6d

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

24. Generation of Power

Particulars	For the year ended 31st March, 2025	For the year ended 31st March, 2024
Fuel Consumption		
Pspcl-Coal	91,954.72	4840.35
Other than Pspcl-Coal	9,877.59	104492.27
Oil	711.26	1042.80
Other fuel related exp.	-	-
Total (1)	1,02,343.57	1,10,375.42
Operating expenses		
Cost of water	710.22	620.62
Lubricant & Consumable	512.65	453.78
Power & Fuel	36.96	253.09
Demurrage Charges	93.39	202.36
Liquidated damages	-	96.65
Station Supplies	-	-
Total (2)	1,353.23	1,626.50
Cost of Generation of Power (1+2)	1,03,696.80	1,12,001.92
Fuel related Losses	-	-
Total (3+4)	1,03,696.80	1,12,001.92

25. Repairs & Maintenance

Particulars	For the year ended 31st March, 2025	For the year ended 31st March, 2024
Plant and Machinery	403.37	175.97
Spares	2,780.99	434.72
Buildings	68.40	36.45
Civil works	-	-
Hydraulic Works	-	-
Lines Cable & Net work etc	-	-
Vehicles	0.75	0.66
Furniture & Fixtures	-	-
Office Equipment	37.14	25.97
Others	62.03	54.29
Total (1 to 9)	3,352.68	728.05
R&M charges to Capital works	-	-
Total (10-11)	3,352.68	728.05

26. Employee Benefits Expense

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Salaries and wages	987.31	990.23
Contribution to provident and other funds	63.93	63.63
Gratuity	12.91	13.67
Staff welfare expenses	18.38	33.62
Contract Man Power	2,267.81	2,176.31
Total	3,350.37	3,277.47



6/21

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

27. Administrative & General expenses

Particulars	For the year ended 31st March, 2025	For the year ended 31st March, 2024
Insurance	89.65	645.09
Rent	9.27	11.20
Rates and Taxes	317.14	109.24
Legal and Professional Charges	118.27	579.77
Audit Remuneration: Statutory Audit	3.54	14.16
Audit Remuneration: Tax Audit	-	3.54
Communication Costs	4.80	6.84
Travelling Expenses	5.35	31.99
Miscellaneous expenses	436.72	298.16
Donation	-	-
Deposits written off	-	-
Provision for doubtful debts (Refer Note 9C)	-	-
CRIP Expenses	2.66	898.12
Total	987.60	2,598.11

28. Finance costs

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Interest on : Fixed Loans	11,006.38	1,683.84
: Working capital facilities	-	-
Interest others	-	28.72
Other finance charges	17.75	5.39
Total	11,024.13	1,717.96

29. Depreciation and amortisation expense

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Depreciation of property, plant and equipment	21,044.05	21,064.10
Amortisation of intangible assets	-	239.38
Total	21,044.05	21,303.48

30. In terms of orders issued by the Hon'ble NCLT, Hyderabad Bench dated 22.12.2023, Punjab State Power Corporation Limited ("PSPCL") acquired the company through a specially formed Special Purpose Vehicle (SPV), M/s. Guru Amardas Thermal Power Limited ("GATPL"), which is a wholly owned subsidiary of PSPCL. Accordingly, GATPL has infused INR 900 Lakhs towards 100% equity share capital in the company and the same was approved in the MC meeting held on February 05, 2024.

After making payments to the Financial Creditors of INR 1,426,26.47 Lakhs against the claim admitted, the balance dues of amount admitted to the Financial Creditors amounting to INR 5,158,41.24 Lakhs were assigned to GATPL for an aggregate consideration of INR 1.00 laes by the Financial Creditors without any modifications in terms and conditions other than third party security. Therefore, entire outstanding loan as on March 31, 2024 representing principal amount is due and unpaid. However, the company could not accrue interest on said assigned loan due to its inability to service debt in time. It is also proposed that upon implementation of the aforesaid steps and as an integral part of the Resolution Plan, SPV will merge with the Company ("Merge") upon undertaking such steps and compliances as are required under the Applicable Law.



Ged

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

31. Tax expense:

As per Indian Accounting Standard (Ind AS) 12 - Deferred tax assets are recognised for unused tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilised. Significant management judgement is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and the level of future taxable profits together with future tax planning strategies. Currently the Company has not recognised deferred tax assets on a net basis.

32. Earnings per share

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Profit(Loss) after tax	(1,033.50)	65,834.24
Basic:		
Number of shares outstanding at the year end	90,000	90,000
Weighted average number of equity shares	90,000	1,07,85,40,774
Earnings per share - INR	(1,148.33)	6.10

Note : There are no items giving rise to dilutive equity shares. Hence, basic and diluted EPS are same.



64

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

53. Related Party disclosures:

Nature of Relation	Name of the party
a. Ultimate Holding Company	Punjab State Power Corporation Limited
b. Holding Company	Guru Amardas Thermal Power Limited
c. Key Management personnel	Mr. Parmjeet Singh, Chairman & Managing Director (till 19.11.2024) Mr. Harjit Singh, Chairman & Managing Director (from 19.11.2024) Mr. Surinder Kumar Beri - Director/Finance (from 07.02.2024) Mr. Ravinder Singh Saini - Director (from 07.02.2024) Mr. Sudhakar Thottanpudi, Chief Financial Officer from 16.03.2020
d. Associate Company	Seregarha Mines Limited
e. Enterprises in which the key management personnel of Holding Company and/or their relatives have significant influence	Punjab State Power Corporation Limited (from 07.02.2024) Giddarbaha Power Limited (from 07.02.2024)

Transactions During the Year

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Guru Amardas Thermal Power Limited		
Share Capital		9.00
Assignment of Loan		-
Punjab State Power Corporation Limited		
Revenue from operations	1,42,375.91	1,37,418.81
Coal Supply (net)	52,294.30	7,676.30
Coal Payments	50,713.58	

Balances with Related Party

Particulars	As at March 31, 2025	As at March 31, 2024
Guru Amardas Thermal Power Limited		
Share Capital	9.00	9.00
Assignment of Loan	-	-
Punjab State Power Corporation Limited		
Unbilled Revenue	6,276.22	9,679.43
Trade Receivable	3,027.16	-
Advance Received	-	(7,911.35)
Trade Payables	1,580.92	7,676.30



6/2

GVK Power (Gowdwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

34. Employee benefit expenses

(a) Defined Benefit Plans

i) Gratuity

The company provides for gratuity for employees in India as per the payment of Gratuity Act, 1972 as amended. Employees who are in continuous service for a period of 5 years are eligible for gratuity. The amount of gratuity payable on retirement/termination is the employees last drawn basic salary per month computed proportionately for 15 day's salary multiplied for the number of years of service. The gratuity plan is a funded plan and the Company makes contributions to recognized funds in India. The company does not fully fund the liability and maintains a target level of funding to be maintained over a period of time based on estimations of expected gratuity payments.

The amounts recognised in the balance sheet and the movements in the net defined benefit obligation over the year are as follows:

Particulars	As at March 31, 2025	As at March 31, 2024
Change in benefit obligation		
Benefit Obligation at the beginning of the year	75.87	79.24
Interest Cost	4.50	5.11
Current Service Cost	13.46	13.36
Benefits paid directly by the company	(23.20)	(14.48)
Actuarial (gain)/loss - demographic assumptions	-	-
Experience (gain) / loss	0.61	(7.84)
Benefits paid from plan assets	-	-
(Gain) / loss from change in financial assumptions	2.94	0.48
Benefit Obligation at the end of the year	74.19	75.87
Change in plan assets		
Fair Value of plan assets at the beginning of the year	72.13	67.70
Return on plan assets, excluding amounts included in interest expense/(income)	0.11	(9.38)
Interest income on plan assets	5.05	4.81
Employer Contributions	-	-
Benefit payments	-	-
Actuarial Gain / (Loss) on the plan Assets	-	-
Plan Value of the assets at the end of the year	77.28	72.13
Funded status	(3.09)	3.75

Expenses recognised in the statement of profit and loss for the year

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Current service cost	13.46	13.36
Other long term employee benefit plans	-	-
Interest expense/(income)	(0.55)	0.31
Total expenses included in employee benefits expense	12.91	13.67

Recognised in other comprehensive income for the year

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
(Gain) / loss from change in DBO experience	0.61	(7.84)
(Gain) / loss from change in financial assumptions	2.94	0.48
Return on plan assets (greater)/less than discount rate	(0.11)	0.38
Actuarial (gain)/loss - demographic assumption	-	-
Recognised in other comprehensive income	3.44	(6.98)



Gel

GVK Power (Gandwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025.

(All amounts in INR lakhs unless otherwise stated)

Significant estimates: Actuarial assumptions and sensitivity

The significant actuarial assumptions were as follows:

Particulars	As at March 31, 2025	As at March 31, 2024
Discount rate	7.00%	7.10%
Salary growth rate	6.00%	6.00%
Withdrawal rate	10.00%	10.00%
Mortality Table	IAI.M(2006-08)	IAI.M(2006-08)

Sensitivity analysis

The sensitivity of the defined benefit obligation to changes in the weighted principal assumptions is:

Particulars	For the year ended March 31, 2025	For the year ended March 31, 2024
Defined Benefit Obligation	74.19	75.87
Discount rate (% change compared to base due to sensitivity)		
Increase: +1%	(4.79)	(4.54)
Decrease: -1%	5.39	5.09
Salary Growth rate (% change compared to base due to sensitivity)		
Increase: +1%	5.37	5.09
Decrease: -1%	(4.86)	(4.62)
Withdrawal rate (% change compared to base due to sensitivity)		
Increase: 1%	0.23	0.10
Decrease: 1%	0.23	(0.12)

The above sensitivity analysis are based on a change in an assumption while holding all other assumptions constant. In practice, this is unlikely to occur and changes in some of the assumptions may be correlated. When calculating the sensitivity of the defined benefit obligation to significant actuarial assumptions, the same method (present value of the defined benefit obligation calculated with the projected unit credit method at the end of the reporting period) has been applied as when calculating the defined benefit liability recognised in the balance sheet.

The methods and types of assumptions used in preparing the sensitivity analysis did not change compared to the prior period.

The major categories of plans assets are as follows:

Particulars	As at March 31, 2025	As at March 31, 2024
Schemes of insurance - conventional products	77.28	72.13
	77.28	72.13

Defined benefit liability and employer contributions

The Company has purchased insurance policy to provide for payment of gratuity to the employees. Every year, the insurance company carries out a funding valuation based on the latest employee data provided by the Company. Any deficit in the assets arising as a result of such valuation is funded by the Company. The company considers that the contribution rate set at the last valuation date is sufficient to eliminate the deficit over the agreed period and that regular contributions, which are based on service costs will not increase significantly.

The expected cash flows over the next years is as follows:

Particulars	31st March 2025	31st March 2024
Defined benefit obligation-Gratuity		
Less than a year	4.48	7.88
Between 2-3 years	9.18	10.77
Between 4-5 years	7.63	14.20
Over 10 years	18.82	32.67
Total	40.10	74.52



62

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

Risk exposure

Through its defined benefit plans, the company is exposed to a number of risks, the most significant of which are detailed below:

Interest Rate Risk: The defined benefit obligation calculated uses a discount rate based on government bonds. If bond yields fall, the defined benefit obligation will tend to increase.

Salary Inflation risk: Higher than expected increases in salary will increase the defined benefit obligation.

Demographic Risk: This is the risk of variability of results due to unsystematic nature of decrements that include mortality, withdrawal, disability and retirement. The effect of these decrements on the defined benefit obligation is not straight forward and depends upon the combination of salary increase, discount rate and vesting criteria. It is important not to overstate withdrawals because in the financial analysis the retirement benefit of a short career employee typically costs less per year as compared to a long service employee.

ii) Compensated Absences

Compensated absences is payable to all the eligible employees of the Company on any type of separation from the Company on the leave balance as per the Company Rules. Benefits would be paid at the time of separation based on last drawn basic salary.

Included as part of Salaries, Wages and Bonus	For the year ended March 31, 2025	For the year ended March 31, 2024
Compensated absences	16.30	14.17

(b) Defined Contribution plans

i) **Employer's Contribution to Provident Fund:** Contributions are made to provident fund in India for employees at the rate of 12% of basic salary as per regulations. The contributions are made to registered provident fund administered by the government. The obligation of the company is limited to the amount contributed and it has no further contractual nor any constructive obligation.

Included in Contribution to Provident and Other Funds	For the year ended March 31, 2025	For the year ended March 31, 2024
Employer's Contribution to Provident Fund	44.76	46.51



60

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

35. Capital Management

For the purpose of the Company's capital management, capital includes issued equity capital, non-convertible bonds and all other equity reserves attributable to the equity holders. The primary objective of the Company's capital management is to maximise the shareholder value.

The Company manages its capital structure in consideration to the changes in economic conditions and the requirements of the financial covenants. The Company monitors capital using a gearing ratio, which is net debt divided by total capital. The Company includes within net debt, borrowings including interest accrued on borrowings, trade and other payables, less cash and short-term deposits.

Particulars	As at March 31, 2025	As at March 31, 2024
Borrowings including interest accrued on borrowings	6,27,876.17	6,27,958.70
Trade payables	3,782.52	10,901.21
Other liabilities	9,478.84	9,129.56
Less: cash and short-term deposits	(3,029.23)	(5,666.26)
Net debt	6,38,108.29	6,42,323.19
Equity	9.00	9.00
Retained earnings	(4,67,414.66)	(4,66,381.16)
Total Equity	(4,67,405.66)	(4,66,372.16)
Gearing ratio (Net Debt/ Total Equity)	(1.37)	(1.38)

In order to achieve this overall objective, the Company's capital management, amongst other things, aims to ensure that it meets financial covenants attached to the interest-bearing loans and borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the lender to immediately call back the loans and borrowings.

No changes were made in the objectives, policies or processes for managing capital during the year ended March 31, 2024.



64

GVK Power (Goidwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

36. Fair value measurement of financial instruments

The fair value of the financial assets and liabilities is included at the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

a) Financial instruments by category

The carrying value and fair value of financial instruments by categories were as follows:

Particulars	As at March 31, 2025		As at March 31, 2024	
	Amortised cost	Total fair value	Amortised cost	Total fair value
Assets:				
Non-Current				
Other Financial Assets	134.12	134.12	133.82	133.82
Current				
Other Financial Assets	5.45	5.45	7.57	7.57
Cash and cash equivalents	1,184.33	1,184.33	4,449.28	4,449.28
Bank Balances other than cash and cash equivalents	1,844.90	1,844.90	1,216.99	1,216.99
Loans	6,544.77	6,544.77	6,544.77	6,544.77
Total	12,740.74	12,740.74	12,352.42	12,352.42
Liabilities:				
Non-Current				
Borrowings	1,09,717.38	1,09,717.38	1,11,577.00	1,11,577.00
Current				
Borrowings	5,17,700.86	5,17,700.86	5,15,841.24	5,15,841.24
Trade payables	3,782.52	3,782.52	10,901.21	10,901.21
Other financial liabilities	9,952.18	9,952.18	9,670.02	9,670.02
Total	6,41,152.95	6,41,152.95	6,47,989.47	6,47,989.47

The carrying amounts of Other current and non-current financial assets, Short term borrowings, trade payables and other financial liabilities are considered to be the same as their fair values, due to their short term nature.

The fair values of all the financial assets and liabilities are measured at Level 3 except Cash and Bank balances which are measured at Level 1.

B. Financial Risk Management Framework

The Company's principal financial liabilities, comprise loans and borrowings, trade and other payables. The main purpose of these financial liabilities is to finance the Company's operations. The Company's principal financial assets include Trade receivables, deposits with bank and cash & cash equivalents.

The Company is exposed primarily to Credit Risk, Liquidity Risk and Market risk, which may adversely impact the fair value of its financial instruments. The Company assesses the unpredictability of the financial environment and seeks to mitigate potential adverse effects on the financial performance of the Company.

Credit Risk

Credit risk is the risk that counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. Credit risk encompasses of both, the direct risk of default and the risk of deterioration of creditworthiness as well as concentration of risks. Credit risk is controlled by analyzing credit limits and creditworthiness of customers on a continuous basis to whom the credit has been granted after obtaining necessary approvals for credit. Financial instruments that are subject to concentrations of credit risk principally consist of cash and cash equivalents, bank deposits and other financial assets. None of the financial instruments of the Company result in material concentration of credit risk.

Exposure to credit risk:

The carrying amount of financial assets represents the maximum credit exposure. The maximum exposure to credit risk was INR 1034.68 Lakhs as at March 31, 2025 (INR 5673.83 Lakhs as at March 31, 2024), being the total of the carrying amount of financial assets.



GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

Financial instruments and cash deposits

Credit risk from balances with banks and financial institutions is managed by the Company's treasury department in accordance with the Company's policy. Investments of surplus funds are made only with approved counterparties and within credit limits assigned to each counterparty. Counterparty credit limits are reviewed by the Company's Board of Directors on an annual basis, and may be updated throughout the year. The limits are set to minimise the concentration of risks and therefore mitigate financial loss through counterparty's potential failure to make payments.

Liquidity Risk

Liquidity risk refers to the risk that the Company cannot meet its financial obligations. The objective of liquidity risk management is to maintain sufficient liquidity and ensure that funds are available for use as per requirements. The Company manages liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by continuously monitoring forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. The table below summarises the maturity profile of the company's financial liabilities based on contractual undiscounted payments.

Particulars	On Demand	Less than 1 Year	1 to 5 Years	5 Years and above	Total
As at the year ended 31 March 2025					
Borrowings	5,15,841.24	2,317.54	44,630.80	65,086.58	6,27,876.16
Other financial liabilities	-	2,934.07	-	-	2,934.07
Trade and other payables	-	10,327.28	-	-	10,327.28
	5,15,841.24	15,578.90	44,630.80	65,086.58	6,41,137.52
Particulars	On Demand	Less than 1 Year	1 to 5 Years	5 Years and above	Total
As at the year ended 31 March 2024					
Borrowings	5,15,841.24	540.46	35,332.72	76,244.28	6,27,958.70
Other financial liabilities	-	2,573.83	-	-	2,573.83
Trade and other payables	-	17,445.08	-	-	17,445.08
	5,15,841.24	20,560.27	35,332.72	76,244.28	6,47,978.51

There have been breaches in the financial covenants of interest-bearing loans and borrowing in the current period. Hence, the entire portion of long term borrowings has been classified as current.

Market Risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Such changes in the values of financial instruments may result from changes in the foreign currency exchange rates, interest rates, credit, liquidity and other market changes. The Company's exposure to market risk is primarily on account of interest rates.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of change in market interest rates. The Company's exposure to the risk of changes in market interest rates relates primarily to the Company's debt obligations with floating interest rates.

Interest rate sensitivity

The following table demonstrates the sensitivity to a reasonably possible change in interest rates on that portion of loans and borrowings effluenced with all other variables held constant:

Particulars	Impact on Profit before tax	
	31-Mar-2025	31-Mar-2024
Interest rates increase by 50 basis points	555.88	85.04
Interest rates decrease by 50 basis points	(555.88)	(85.04)



6 el

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

37. Ratios

Analytical Ratios for the year ended March 31, 2025 and March 2024

Particulars	Numerator	Denominator	31-Mar-25	31-Mar-24	% of Variance	Reason for variance
Current Ratio	Current Assets	Current Liabilities	0.09	0.06	41.81%	The variance is mainly on account of write backs of financial liabilities, operational creditors etc., in terms of NCLT approval order dated 22.12.2023 and consequential activities.
Debt Equity Ratio	Total Debt	Shareholders' Equity	(1.84)	(1.85)	-0.30%	
Debt Service Coverage Ratio	Earnings available for debt service	Debt Service	(3.01)	# 25.45	-111.81%	
Return on Equity	Net Profits after taxes	Average Shareholders' Equity	0.00	(0.18)	-101.72%	
Inventory Turnover Ratio	Cost of Goods Sold	Average Inventory	6.97	13.31	-47.65%	
Trade Receivable Turnover Ratio	Net Credit Sales	Average Trade Receivable	95.96	7.20	1232.91%	
Trade Payable Turnover Ratio	Net Credit Purchases	Average Trade payables	16.84	15.90	5.93%	
Net Capital Turnover Ratio	Net Sales	Working Capital	(0.29)	(0.23)	26.94%	
Net Profit Ratio	Net Profits	Net Sales	(0.01)	0.50	-101.41%	
Return on Capital Employed	Earning before interest and taxes	Capital Employed	(0.04)	(0.06)	-916.03%	
Return on Investments	Income generated from investments	Weighted average investments	-	-	-	Not Applicable



64

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

38. The company is in the business of generation of electricity and is considered as single operating segment and therefore no separate disclosure on segment information is given in these financial statements.

39. The Company has been suffering from continuous losses upto the immediately preceding financial years except in the financial year 2023-24 where there was profit due to exceptional gain and the Company did not have average net profits during the three immediately preceding financial year accordingly the company is not required to spend any amount towards Corporate Social Responsibility (CSR) during the year and there are no unspent CSR amounts for the year requiring a transfer to a Fund specified in Schedule VII to the Companies Act or special account in compliance with the provision of sub-section (6) of section 135 of the said Act.

40. The Company has received summons dated 19.03.2021 issued under section 70 of Central Goods and Services Tax Act, 2017 (CGST) from Directorate General of GST Intelligence, Chandigarh Zonal Unit to furnish certain information related to the period 01.07.2017 to 31.03.2020. The Company has submitted all the information/documents as required by the Authority. Subsequently, the company was in receipt of an order from Central GST Commissionerate, Jalandhar dated 24.01.2025 demanding to pay INR 2603.70 lakhs towards GST on the Bank Guarantees encashed by the Company during the FY 2017-18. The company has filed an appeal before the Appellate Authority, CGST on 23.04.2025 to set aside the above impugned order of CGST, Jalandhar as the company is confident of winning the said appeal.

41. On implementation of the Hon'ble NCLT Approval Order dated 22.12.2023, the excess liability amounting to INR 60,581.25 lakhs was written back as an exceptional item during the financial year 2023-24.

42. Additional Regulatory Information

a. The title deeds of immovable properties, disclosed in the note 3 to the Ind AS financial statements, are held in the name of the Company as at the balance sheet date.

b. The Company is following cost model for recording the Property, Plant and Equipment and Intangible Assets and the company has not revalued its Property, Plant and Equipment or Intangible Assets during the year.

c. No loans or advances in the nature of loans are granted to promoters, directors, KMPs and the related parties (as defined under Companies Act, 2013) either severally or jointly with any other person, that are repayable on demand or without specifying any terms or period of repayment.

d. No proceedings have been initiated on or are pending against the Company for holding benami property under the Benami Transactions (Prohibition) Act, 1988 (45 of 1988) and rules made thereunder.

e. The Company has complied number of layers prescribed under clause (87) of section 2 of the Act read with companies (Restriction on number of layers) Rules 2017.

f. There are no charges or satisfaction yet to be registered with Registrar of Companies (ROC) beyond the statutory period.

g. As per the Scheme of Arrangements approved by the Hon'ble National Company Law Tribunal, Principal Bench, Hyderabad ("Adjudicating Authority") based on the Resolution Plan submitted by Punjab State Power Corporation Limited ("PSPCL") vide its order dated December 22, 2023 ("Approval Order"), M/s. Guna Amardas Thermal Power Limited ("GATPL") ("SPV") (Holding Company of the Company) will merge with the Company ("Merger") which is under progress.



6d

GVK Power (Goindwal Sahib) Limited

Notes forming part of the financial statements for the year ended March 31, 2025

(All amounts in INR lakhs unless otherwise stated)

h. During the year no funds have been advanced or loaned or invested (either from borrowed funds or share premium or any other sources or kind of funds) by the Company to or in any other person or entity, including foreign entities ("Intermediaries") with the understanding, whether recorded in writing or otherwise, that the Intermediary shall lend to or invest in party identified by or on behalf of the Company (Ultimate Beneficiaries). The Company has not received any fund from any party (Funding Party) with the understanding that the Company shall whether, directly or indirectly lend or invest in other persons or entities identified by or on behalf of the Company ("Ultimate Beneficiaries") or provided any guarantee, security or the like on behalf of the Ultimate Beneficiaries.

i. There is no income surrendered or disclosed as income during the current or previous year in the tax assessments under the Income Tax Act, 1961, that has not been recorded previously in the books of account.

j. The Company has not traded or invested in crypto currency or virtual currency during the current or previous year.

k. The Company did not have any transactions with Companies struck off under Section 248 of Companies Act, 2013 or Section 560 of Companies Act, 1956 considering the information available with the Company.

l. The Company has not been declared wilful defaulter by any bank or financial institution or other lender.

m. The company has not been sanctioned with any working capital loans in excess of five crores, aggregate, from a bank / Financial Institution.

43. The Code on Social Security 2020 ('Code') has been notified in the Official Gazette on 29 September 2020. The Code is not yet effective and related rules are yet to be notified. Impact, if any, of the change will be assessed and recognized in the Year in which said Code becomes effective and the rules framed thereunder are notified.

44. Comparative figures are re-grouped wherever necessary.

For and on behalf of the Board of Directors
of GVK Power (Goindwal Sahib) Limited

For Ramesh Athasniya & Co.

Chartered Accountants

Firms' Registration Number: 0074908

(CA. Ramesh Athasniya)

Partner

Membership Number: 204976



Harjit Singh

Director

DIN : 10837070

Surinder Kumar Beri

Director

DIN : 09764598

Place: Hyderabad

Date : July 03, 2025

Sudhakar Thottampudi

Chief Financial Officer

6d

Annexure - 3**I. Bifurcation of AFC for FY 2023-24****A. Return on Equity for FY 2023-24 (in Rs. Crores) - NORMATIVE**

1. From 01.04.2023 to 07.02.2024 and
2. From 08.02.2024 to 31.03.2024

S. no.	Particulars	Approved for FY 2023-24 in terms of the MYT Approval Order	Amount incurred during FY 2023-24 (Normative)	
			01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024
1.	Opening Balance of Equity	921.84	921.84	921.84
2.	Normative Equity Addition @ 30% due to additional capitalisation	0.00	0.00	0.00
3.	Actual Equity Addition during the year (as per Audited Accounts)	0.00	0.00	0.00
4.	Closing Balance of Equity	921.84	921.84	921.84
5.	Average Equity	921.84	921.84	921.84
6.	Rate of Return (in %)	15.50	15.50	15.50
7.	ROE = 5*4	142.89	122.19	20.69
			Total - 142.89	

B. Interest on Loan Capital for FY 2023-24 (in Rs. Crores) - NORMATIVE

1. From 01.04.2023 to 07.02.2024 and
2. From 08.02.2024 to 31.03.2024

Synod	Particulars	2023-24 (Normative)			
		Approved for FY 2023-24 in terms of MYT Approval Order	From 01.04.2023 to 07.02.2024 (Upto acquisition by PSPCL i.e. for 313 Days)	From 08.02.2024 to 31.03.2024 (After acquisition by PSPCL i.e. for 53 days)	Total (for FY 2023-24) (Normative)
1	Gross Normative Loan - Opening	2,151.08	2,151.08	1,080.00	
2	Cumulative Repayment up to Previous Year (Cumulative Depreciation up to previous year)	992.68	992.64	-	
3	Net Loan Opening	1,158.40	1,158.44	1,080.00	
4(a)	Less: Repayment During the Year <u>(from 01.04.2023 to 07.02.2024 i.e., till acquisition by PSPCL for 313 days)</u> (Considering Depreciation as Principal Repayment)	141.96	121.39	-	121.39

Gel

Synod	Particulars	2023-24 (Normative)			
		Approved for FY 2023-24 in terms of MYT Approval Order	From 01.04.2023 to 07.02.2024 (Upto acquisition by PSPCL i.e. for 313 Days)	From 08.02.2024 to 31.03.2024 (After acquisition by PSPCL i.e. for 53 days)	Total (for FY 2023-24) (Normative)
4(b)	Less: Repayment During the Year <u>(from 08.02.2024 to 31.03.2024 i.e., after acquisition by PSPCL for 53 days)</u> (Considering Depreciation as Principal Repayment)	-	-	20.56	20.56
5	Loan Addition due to Additional Capitalization during the year (= Additional Capitalization - Normative Equity Addition considered for ROE computation)	-	-	-	0
6	Net Loan Closing	1016.44	1,037.05	1,059.44	1,059.44
7	Average Loan	1087.42	1,097.75	1,069.72	1,069.72
8(a)	Weighted Average Rate of Interest on Loan (Normative for FY 2023-24 as per PSERC 2019 Tariff Regulations) from 01.04.2024 to 07.02.2024	13.22%	13.22%	-	13.22%
8(b)	Weighted Average Rate of Interest on Loan (Normative for FY 2023-24 as per PSERC 2019 Tariff Regulations) from 08.02.2024 to 31.03.2024		9.90%	9.90%	9.90%
9(a)	Interest on Loan from 01.04.2023 to 07.02.2024	143.76	124.13	-	124.13
9(b)	Interest on Loan from 08.02.2024 to 31.03.2024		-	15.34	15.34
10	Interest on Loan	143.76	124.13	15.34	139.47

6 el

C. Depreciation for FY 2023-24 (in Rs. Crores) - NORMATIVE

1. From 01.04.2023 to 07.02.2024 and
2. From 08.02.2024 to 31.03.2024

S. No.	Particulars	Approved for FY 2023-24 in terms of MYT Approval Order	Amount incurred during FY 2023-24 (Normative)
1.	Opening Capital Cost	3072.81	3072.81
2.	Opening Capital Cost excluding undischarged liabilities	3072.81	3072.81
3.	Additional capitalisation during the year	-	-
4.	Less: Undischarged liabilities included in the above	-	-
5.	Add: Liabilities discharges during the year	-	-
6.	Closing Capital Cost	3072.81	3072.81
7.	Average Capital Cost	3072.81	3072.81
8.	Freehold land	96.75	96.75
9.	Rate of depreciation	4.77	4.77
10.	Remaining depreciable value	2976.06	2976.06
11.	Depreciation (annualised)	141.96	141.95
12.	Depreciation (for the period)	141.96	141.95
Bifurcation of Depreciation			
13.	Depreciation for the period from 01.04.2023 to 07.02.2024 (till the acquisition of GVK by PSPCL – 313 Days)	141.96	121.39
14.	Depreciation for the period from 08.02.2023 to 31.03.2024 (after the acquisition of GVK by PSPCL – 53 Days)		20.56
15.	Total:	141.96	141.95

D. O&M for FY 2023-24 (in Rs. Crores) – ACTUALS

1. From 01.04.2023 to 07.02.2024 and
2. From 08.02.2024 to 31.03.2024

S. no.	Particulars	Approved for FY 2023-24 in terms of MYT Approval Order	Amount incurred during FY 2023-24 (Actuals)		
			01.04.2023 to 07.02.2024	08.02.2023 to 31.03.2024	Total for FY 2023-24 (Actuals)
1.	O&M Expenses				
1.1	Employee Expenses	13.29	9.19	1.85	11.03
1.2	Repair & Maintenance Expenses	23.68	23.75	5.36	29.11
1.3	Administration & General Expenses (including CIRP expenses)	32.75	33.08	6.08	39.17
2.	O&M expenses capitalised	0.00	0.00	0.00	0.00
3.	Total O&M	69.72	63.66	15.65	79.31

Ged

a. Employee Cost – Actuals

1. From 01.04.2023 to 07.02.2024 and

2. From 08.02.2024 to 31.03.2024

S.No		Particulars	FY 2023-24 (Actuals)		
			Actual	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024
I	II	III	IV	IV	IV
A		Employee Cost (Other than covered in 'C'&'D')			
	1	Salaries	9.82	8.24	1.58
	2	Dearness Allowance (DA)			
	3	Other Allowances			
	4	Interim Relief / Wage Revision			
	5	Overtime			
	6	Bonus			
	7	Generation Incentive			
	8	Any Other Item (specify)			
		Sub Total	9.82	8.24	1.58
B		Other Costs			
	1	Medical Expenses Reimbursement			
	2	Travelling Allowance(Conveyance Allowance)			
	3	Leave Travel Assistance	0.08	0.07	0.01
	4	Payment Under Workman's Compensation Act			
	5	Electricity Concession to Employees			
	6	Other Staff Welfare Expenses	0.34	0.29	0.05
	7	Any Other Item (specify) - Relocation expenses	0.02	0.02	0.01
		Sub Total	0.44	0.38	0.07
C	1	Apprentice and Other Training Expenses			
D		Contribution to Terminal Benefits			
	1	Earned Leave Encashment	0.14	0.05	0.09
	2	Provident Fund Contribution	0.49	0.42	0.07
	3	Provision for PF Fund			
	4	Pension			
	5	Gratuity	0.14	0.10	0.04
	6	Ex-gratia			
	7	Any Other Item (specify)			
		Sub Total	0.77	0.57	0.20
E		Grand Total (A+B+C+D)	11.03	9.19	1.85
F		Employee Expenses Capitalized			
G		Net Employee Expenses (E)-(F)	11.03	9.19	1.85

62

b. R&M Expenses – Actuals

1. From 01.04.2023 to 07.02.2024 and

2. From 08.02.2024 to 31.03.2024

S. No	Particulars	FY 2023-24 (Actuals)		
		Actuals	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024
I	II	III		
1	Plant and Machinery	1.76	2.42	-0.66
	- Boiler			
	- Turbine			
	- Generator			
	- Others (specify)			
2	Buildings	0.36	0.46	-0.09
3	Civil Works			
4	Hydraulic Works			
5	Lines, Cable Networks etc.			
6	Vehicles	0.01	0.00	0.00
7	Furniture and Fixtures			
8	Office Equipments			
9	Station Supplies			
10	Any other item (specify)			
	Computers	0.23	0.00	0.23
	Contract labour	17.29	13.03	4.26
	AMC of other equipment	0.03	0.01	0.01
	Others (Not covered above)	0.54	0.37	0.17
	Consumables, Stores and Spares	8.89	7.45	1.44
11	Total R&M Expenses (1 to 10)	29.11	23.75	5.36
12	R&M Expenses Capitalized	-		
13	Net R&M Expenses (11-12)	29.11	23.75	5.36

6/2

c. A&G Expenses - Actuals

1. From 01.04.2023 to 07.02.2024 and

2. From 08.02.2024 to 31.03.2024

S.No	Particulars		FY 2023-24 (Actuals)		
			Actual	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024
I	II		III		
A.	1	Lease/ Rent	0.11	0.10	0.01
	2	Insurance	6.45	5.56	0.89
	3	Revenue Stamp Expenses Account			
	4	Telephone, Postage, Telegram & Telex Charges	0.07	0.03	0.04
	5	Incentive & Award to Employees/Outsiders			
	6	Consultancy Charges			
	7	Technical Fees			
	8	Other Professional Charges			
	9	Conveyance and Travelling Expenses	0.32	0.24	0.08
	10	License and Registration Fees			
	11	Vehicle Expenses(Other Than Trucks and Delivery Vans)			
		Vehicles Running Expenses Petrol and Oil			
		Hiring of Vehicles	0.53	0.41	0.12
	12	Security / Service Charges Paid to Outside Agencies	4.48	3.42	1.06
	Sub Total 'A' (1 to 12)		11.96	9.76	2.20
B. Other Charges	1	Fee and Subscription for Books and Periodicals	0.00	0.00	0.00
	2	Printing and Stationery Expenses	0.01	0.01	0.00
	3	Advertisement Expenses (Other than Purchase Related) Exhibition & Demo.	-		
	4	Contributions/Donations to Outside Institutes / Associations			
	5	Electricity Charges of Offices	2.53	2.25	0.28
	6	Water Charges	6.20	5.19	1.01
	7	Entertainment Charges			
	8	Miscellaneous Expenses (specify details)			
		Rates and Taxes	1.09	1.00	0.09
		Guest House Maintenance	0.00	0.00	-0.00
		Horticulture Expenses, Greenbelt Maintenance	0.58	0.40	0.18
		Office Maintenance	1.21	0.90	0.31
		Membership & Subscription	-		
		Dispensary Expenses			
		Canteen Expenses	0.35	0.26	0.09
		Coal Testing Charges	2.19	1.37	0.82
		Other Misc Exp			
		Ash Handling Charges			
		Other Administrative Exp	0.27	0.12	0.14
		Sub-Total 'B' (1 To 8)	14.42	11.50	2.92
C.	Legal Fee/Charges		3.61	2.83	0.78

G. el

S.No	Particulars	FY 2023-24 (Actuals)		
		Actual	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024
D.	Auditor's Fee	0.18		0.18
	1 Vehicle Running Expenses Truck / Delivery Van			
	2 Vehicle Hiring Expenses Truck / Delivery Van			
	3 Other Freight			
	4 Transit Insurance			
	5 Octroi			
	6 Incidental Stores Expenses			
	7 Fabrication Charges			
	Sub Total 'E' (1 To 7)			
F.	Direction And Supervision Charges			
G.	Tariff determination fee payable to the Commission	0.00	-	0.00
	Grand Total (A To G)	30.18	24.09	6.08
	Total Charges Chargeable To			
	Capital Works (-)	-		
	Revenue Expenses	30.18	24.09	6.08
I	Add :CIRP expenses incurred (one time expenditure)	8.99	8.99	0
	Total of A&G Expenses including CIRP expenses	39.17	33.08	6.08

E. Interest on Working Capital for FY 2023-24 (in Rs. Crores) – NORMATIVE

1. From 01.04.2023 to 07.02.2024 and
2. From 08.02.2024 to 31.03.2024

Computation of cost of coal and oil on Normative basis for generation corresponding to the normative annual plant availability factor

Sl. No.	Particulars	Unit	2023-24
1	Gross Generation at Normative PAF	MU	4020.84
2	Gross Station Heat Rate (normative)	kCal/kWh	2332.133
3	Specific Fuel Oil Consumption (normative)	ml/kWh	0.5
4	Weighted Average Calorific Value of Oil	Kcal/lit	10700
5	Heat Contribution from Oil	kCal/kWh	5.35
6	Heat Contribution from Coal	kCal/kWh	2326.783
7	Weighted Average GCV of Coal	kCal/kg	3402.36
8	Weighted Average Coal Cost	Rs/MT	5964.62

4 el

Sl. No.	Particulars	Unit	2023-24
9	Weighted Average Oil Cost	Rs/KL	78619.86
10	Coal cost corresponding to gross generation at Normative PAF	Rs Crore	1640
11	Oil cost corresponding to gross generation at Normative PAF	Rs Crore	16

Working Capital Requirements - Normative

S. No.	Particulars	2023-24 (Normative)			
		Approved for FY 2023-24 in terms of MYT Approval Order	Normative (for year)	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024
I	II	III	IV	V	VI
A	For Coal Based Generating Stations			313 (days)	53 days
1	Cost of Fuel for 2 months corresponding to Normative Annual Plant Availability Factor.	222.87	275.99	236.02	39.97
2	O&M expenses for 1 month	5.81	5.86	4.75	1.11
3	Receivables equivalent to 2 months of fixed & variable charges corresponding to Normative Annual Plant Availability Factor	316.11	370.58	316.92	53.66
4	Maintenance Spares (@15% of O&M Expenses)	10.46	10.55	9.02	1.53
	Total	555.25	662.98	566.72	96.26
B	Open-Cycle Gas Turbine/Combined Cycle Generating Stations				
1	Cost of Fuel for 1 month corresponding to Normative Annual Plant Availability Factor				
2	Cost of Liquid Fuel for 1/2 month corresponding to Normative Annual Plant Availability Factor				
3	Receivables equivalent to 2 months of fixed & variable charges corresponding to Normative Annual Plant Availability Factor				
4	O&M Expenses for 1 month				
5	Maintenance Spares (@30% of O&M Expenses)				
	Total				
C	Hydro Based Generating Stations				
1	O&M expenses 1 month				
2	Receivables equivalent to 2 months of fixed cost				
3	Maintenance Spares (@15% of O&M Expenses)				
	Total				
D	Working Capital	555.25	662.98	566.72	96.26
	Rate of Interest on Working Capital	11%	11.00%	11.00%	11.00%
F	Interest on Working Capital*	61.08	72.93	62.34	10.59

60

Annual Fixed Charges for FY 2023-24

S.No	Particulars	FY 2023-24			
		Approved for FY 2023-24 in terms of MYT Approval Order	from 01.04.2023 to 07.02.2024 (Upto acquisition by PSPCL - for 313 Days)	from 08.02.2024 to 31.03.2024 (After acquisition by PSPCL - for 53 days)	Total (for FY 2023-24)
1	Return on Equity	142.89	122.19	20.69	142.89
2	Interest charges on Long Term Loan	143.76	124.13	15.34	139.47
3	Interest on Working Capital	61.08	62.34	10.59	72.93
4	Depreciation	141.96	121.39	20.56	141.95
5	Operation and Maintenance Expenses	69.72	57.04	13.29	70.33
6	Add:CIRP Cost as onetime O&M expenses	0	8.99	0	8.99
7	Tax on Income and Statutory levies	0	0	0	0
9	Total Expenses	559.41	496.08	80.47	576.56
9	Less: Non-Tariff Income	-	-	-	-
10	Annual Fixed Cost	559.41	496.08	80.47	576.56

6/2

II. Bifurcation of Energy Charges – FY 2023-24

1) GCV and Price of Fuel for FY 2023-24 – Actuals

- a. From 01.04.2023 to 07.02.2024 and
- b. From 08.02.2024 to 31.03.2024

Particular	Unit	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024	for FY 2023-24
Weighted Average GCV of Coal ARB	Kcal/kg	3359	3741	3402
Weighted Average Coal Cost	Rs. /MT	6,050	5,615	5964.62
Weighted Average Calorific value of Oil	Kcal/L	10700	10700	10700
Weighted Average Oil Cost	Rs. /Kl	78,328.74	80,592.35	78619.86

2) Fuel Cost for FY 2023-24 - Actuals

- a) From 01.04.2023 to 07.02.2024 and
- b) From 08.02.2024 to 31.03.2024

Particular	UoM	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024	Cost for FY 2023-24
Total Cost of Coal	INR in Crores	925.79	210.83	1,136.62
Total Cost of Secondary Fuel	INR in Crores	9.28	1.41	10.69
Total Fuel Cost	INR in Crores	935.07	212.24	1,147.31
Net Generation	MU	1,899.04	318.27	2,217.31
Energy Charge	Paise/kWH	492.39	666.86	517.43

3) Fuel and Variable Cost for FY 2023 -24 (on Actuals)

- a) From 01.04.2023 to 07.02.2024 and
- b) From 08.02.2024 to 31.03.2024

S no.	Particulars	Unit	01.04.2023 to 07.02.2024 (Actuals)	08.02.2024 to 31.03.2024 (Actuals)	FY 2023-24 (Actuals)
1.	Plant Capacity	MW	540	540	540
2.	Plant Load Factor	%	51.98%	52.85%	51.96%
3.	Gross Generation	MU	2,108.54	356.25	2,464.79

6.01

S no.	Particulars	Unit	01.04.2023 to 07.02.2024 (Actuals)	08.02.2024 to 31.03.2024 (Actuals)	FY 2023-24 (Actuals)
4.	Auxiliary Consumption	%	9.9%	10.7%	10.0%
5.	Net Generation	MU	1,899.04	318.27	2,217.31
6.	Availability Factor	%	64.84%	69.63%	65.53%
7.	Station Heat Rate	kcal/kWh	2306	2306	2306
8.	Weighted Average GCV of received coal	kcal/kg	3359	3741	3402
9.	Specific Consumption of Coal	kg/kWh	0.70	1.04	0.75
10.	Quantity of Coal received	MT			
	A.Indigenous		14,83,185	3,71,494	18,54,679
	B. Others, specify		-	-	-
11.	Transit Loss of coal	%			
	A.Indigenous		3.07%	1.06%	2.67%
	B. Others, specify				
12.	Total Quantity of Coal	MT	15,30,132.27	3,75,463.73	1905596
13.	Quantity of Oil	KL	1,183.73	174.89	1,358.62
14.	Specific Oil Consumption	ml/kWh	0.54	0.57	0.55
15.	Weighted Average Calorific value of oil	kCal/litre	10700	10700	10700
16.	Weighted Average Coal Cost	Rs./MT	6,050.37	5,615.29	5,964.62
17.	Total Coal Cost	Rs. Crore	925.79	210.83	1136.62
18.	Weighted Average Oil Cost	Rs./kL	78,328.74	80,592.35	78619.86
19.	Total Oil Cost	Rs. Crore	9.28	1.41	10.69
20.	Total Fuel Cost	Rs. Crore	935.07	212.24	1147.31
21.	Total Fuel/Variable charges	paise/kWh	492.39	666.86	517.43

4) Aggregate Revenue Requirement for FY 2023-24 (in Rs. Crores)

- a) From 01.04.2023 to 07.02.2024 and
b) From 08.02.2024 to 31.03.2024

S. No	Particulars	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024	Actual Cost for FY 2023-24
1	Fuel Cost	935.07	212.24	1,147.31
a)	Primary Fuel Cost	925.79	210.83	1,136.62
b)	Secondary Fuel Cost	9.28	1.41	10.69

6.01

S. No	Particulars	01.04.2023 to 07.02.2024	08.02.2024 to 31.03.2024	Actual Cost for FY 2023-24
2	SLDC Fees & Charges			-
3	O&M expenses (Gross)	66.02	13.29	79.31
a)	R&M Expenses	23.75	5.36	29.11
b)	Employee Expenses	9.19	1.85	11.03
c)	A&G Expenses (Including CIRP expenses)	33.08	6.08	39.17
4	Depreciation	121.39	20.56	141.95
5	Interest on Loans	124.13	15.34	139.47
6	Interest on Working Capital	62.34	10.59	72.93
7	Prior Period Expense	-	-	-
8	Extraordinary Items	-	-	-
9	Other Debts and Write-offs	-	-	-
10	Income Tax	-	-	-
11	Less: Expenses capitalised	-	-	-
a)	Interest Charges Capitalized	-	-	-
b)	R&M Expenses Capitalized	-	-	-
c)	A&G Expense Capitalized	-	-	-
d)	Employee Expenses Capitalized	-	-	-
	Subtotal (a+b+c+d)	-	-	-
A)	Subtotal Expenditure (1+2+3+4+5+6+7+8+9+10-11)	1,308.95	272.02	1,580.96
B)	Return on Equity	122.19	20.69	142.89
C)	Non-Tariff and other Income	0.04	-	0.04
D)	Annual Revenue Requirement (A+B-C)	1,431.11	292.71	1,723.81
E)	Tariff (in paise/kWh)	748.35	922.82	773.40

6.01

Annexure - 4.1

Weighted average Price of Coal for FY 2023-24 in following format

Month	Opening balance of coal		Net Receipt		Gross Balance		Issue Rate	Consumption		Total other costs	Total Cost	Weighted average price
	Qty (MT)	Amount	Qty (MT)	Amount	Qty (MT)	Amount	Rs/MT	Qty (MT)	Amount	Amount	Amount	Rs / MT
	1	2	3	4	5=1+3	6=2+4	7=6/5	8	9=7*8	10	11=9+10	12=11/8
Apr-23	45,667	23,89,36,288	1,39,065	90,00,49,271	1,84,732	1,13,89,85,559	6,166	1,32,582	81,74,44,637	-	81,74,44,637	6,166
May-23	52,151	32,15,40,922	1,36,232	83,66,04,026	1,88,383	1,15,81,44,948	6,148	1,41,150	86,77,68,471	-	86,77,68,471	6,148
Jun-23	47,232	29,03,76,477	1,47,157	94,17,62,713	1,94,390	1,23,21,39,190	6,339	1,64,379	1,04,19,18,442	-	1,04,19,18,442	6,339
Jul-23	30,010	19,02,20,747	1,72,501	1,04,96,33,155	2,02,511	1,23,98,53,902	6,122	1,62,073	99,22,76,485	-	99,22,76,485	6,122
Aug-23	40,438	24,75,77,417	1,29,035	78,21,36,863	1,69,473	1,02,97,14,280	6,076	1,63,267	99,20,06,370	-	99,20,06,370	6,076
Sep-23	6,206	3,77,07,909	1,55,553	97,92,67,032	1,61,759	1,01,69,74,941	6,287	1,29,162	81,20,38,729	-	81,20,38,729	6,287
Oct-23	32,597	20,49,36,212	1,18,019	75,97,02,461	1,50,616	96,46,38,673	6,405	1,04,120	66,68,48,463	-	66,68,48,463	6,405
Nov-23	46,496	29,77,90,210	1,23,824	77,88,73,466	1,70,320	1,07,66,63,676	6,321	1,36,867	86,51,94,925	-	86,51,94,925	6,321
Dec-23	33,453	21,14,68,751	1,62,437	1,02,00,93,913	1,95,890	1,23,15,62,664	6,287	1,71,468	1,07,80,26,224	-	1,07,80,26,224	6,287
Jan-24	24,421	15,35,36,441	1,71,326	1,04,49,22,871	1,95,748	1,19,84,59,311	6,122	1,69,850	1,03,98,99,852	-	1,03,98,99,852	6,122
Feb-24												
Up to 07.02.24	25,898	15,85,59,460	28,035	16,48,18,367	53,933	32,33,77,826	5,996	38,568	23,12,51,579	-	23,12,51,579	5,996
After 07.02.24	15,365	9,21,26,247	1,30,195	77,78,49,615	1,45,560	86,99,75,862	5,977	1,08,960	65,12,26,900		65,12,26,900	5,977
Mar-24	36,600	21,87,48,962	2,41,299	1,33,04,86,308	2,77,899	1,54,92,35,271	5,575	1,22,890	68,50,88,074	-	68,50,88,074	5,575

6.01

Annexure - 4.2

Weighted average Price of Oil for FY 2023-24 in following format

Month	Opening balance of coal		Net Receipt		Gross Balance		Issue Rate	Consumption		Total other costs	Total Cost	Weighted average price
	Qty (KL)	Amount	Qty (KL)	Amount	Qty (KL)	Amount	Rs/KL	Qty (KL)	Amount	Amount	Amount	Rs / KL
	1	2	3	4	5=1+3	6=2+4	7=6/5	8	9=7*8	10	11=9+10	12=11/8
Apr-23	265.56	2,17,81,796	177.53	1,32,47,718	443	3,50,29,515	79,057	121.97	96,42,536	4,03,166	1,00,45,703	82,362
May-23	321.12	2,49,83,812	134.51	91,44,804	456	3,41,28,617	74,903	165.68	1,24,09,671	3,24,849	1,27,34,520	76,864
Jun-23	289.96	2,13,94,097	57.91	39,28,879	348	2,53,22,976	72,794	122.12	88,89,306	59,331	89,48,637	73,280
Jul-23	225.76	1,63,74,339	177.60	1,30,58,616	403	2,94,32,955	72,970	201.28	1,46,87,290	2,01,600	1,48,88,890	73,971
Aug-23	202.08	1,45,44,066	201.06	1,49,05,779	403	2,94,49,845	73,052	58.29	42,58,038	6,01,734	48,59,772	83,375
Sep-23	344.85	2,45,90,073	-	-	345	2,45,90,073	71,307	105.09	74,93,630	-	74,93,630	71,307
Oct-23	239.76	1,70,96,443	135.78	1,24,51,043	376	2,95,47,486	78,681	114.92	90,41,868	3,31,670	93,73,538	81,567
Nov-23	260.62	2,01,73,948	163.51	1,32,16,692	424	3,33,90,640	78,728	99.35	78,21,268	3,92,016	82,13,284	82,674
Dec-23	324.78	2,51,77,356	-	-	325	2,51,77,356	77,521	92.53	71,72,976	-	71,72,976	77,521
Jan-24	232.25	1,80,04,380	135.82	1,02,44,738	368	2,82,49,118	76,748	56.06	43,02,585	3,35,435	46,38,019	82,732
Feb-24												
up to 07.02.2024	312.01	2,36,11,099	-	-	312	2,36,11,099	75,673	-	-	-	-	75,673
After 07.02.2024	312.01	2,36,11,099	-	-	312	2,36,11,099	75,673	101.70	76,95,965	-	76,95,965	75,673
Mar-24	210.31	1,59,15,134	174.89	1,36,63,333	385	2,95,78,467	76,787	117.31	90,08,178	4,35,816	94,43,994	80,502

6.01

GVK POWER (GOINDWAL SAHIB) LIMITED
PLOT NO. 10, PAIGAH COLONY, SARDAR PATEL ROAD,
HYDERABAD, SECUNDERABAD, TELANGANA-500003

PUBLIC NOTICE

For inviting objections/comments/suggestions from the general public/stakeholders in respect of Petition No. 28 of 2025 filed by GVK Power (Goindwal Sahib) Limited (GVK) before the Punjab State Electricity Regulatory Commission (PSERC) for approval of True up for Financial Year 2023-24 and forecasting of the Aggregate Revenue Requirement for FY 2025-26/Determination of Tariff for FY 2025-26 for the 540 MW (2x270 MW) Goindwal Sahib Thermal Power Project. GVK has filed Petition No. 28 of 2025 under Sections 62, 64 and 86 of the Electricity Act, 2003 read with the Punjab State Electricity Regulatory Commission (Terms and Conditions for Determination of Generation, Transmission, Wheeling and Retail Supply Tariff) Regulations, 2022 before the Punjab State Electricity Regulatory Commission. The Hon'ble Commission has admitted the Petition for hearing vide order dated 06.06.2025.

1. Notice is hereby given to all that GVK Power (Goindwal Sahib) Limited has filed Petition No. 28 of 2025 before the PSERC seeking approval of True up for Financial Year 2023-24 and forecasting of the Aggregate Revenue Requirement for FY 2025-26/Determination of Tariff for FY 2025-26;
2. The petition, along with the point-wise reply to the queries raised by the PSERC vide Order dated 06.06.2025, is available on the website of PSPCL i.e., <https://www.pspcl.in/Tariff-Petitions-of-GVK-Power.aspx> and on the website of the PSERC, i.e., <https://pserc.punjab.gov.in/> and can be downloaded therefrom;
3. Objections/comments/suggestions on Petition No. 28 of 2025 filed by GVK together with supporting material may be filed with the Secretary, Punjab State Electricity Regulatory Commission, Site No. 3, Block B, Sector 18-A Madhya Marg, Chandigarh, in person or through Registered Post so as to reach him within 21 days of the publication of the notice. A copy of the same must also be sent to GVK/Petitioner at the email id: sudhakar.thottampudi@gatp.in and proof of the same must be enclosed with the filing made to the Secretary, Punjab State Electricity Regulatory Commission.
4. The objections/comments/suggestions to the PSERC should be filed in 10 copies along with soft copy. The hard copies shall be signed by the objector and should carry full name, telephone/mobile no., email-id and postal address of the person sending the objection. All the objectors may also send soft copies of their objections to the Secretary, PSERC at the email id: secretarypsercchd@gmail.com. If the objection is filed on behalf of any organization or any class of consumers, it should be so mentioned;
5. Petition No. 28 of 2025 shall be taken up for hearing as well as public hearing on 27.08.2025 at 11.30 A.M. in the office of the Punjab State Electricity Regulatory Commission, Site No. 3, Block B, Sector 18-A Madhya Marg, Chandigarh. All the objectors who have filed their objections with the PSERC by the last date of filing of the objections and other persons/organizations interested in presenting their views/suggestions on the abovementioned matter before the PSERC are invited to participate.

Authorised Signatory for GVK Power (Goindwal Sahib) Ltd.

RO NO 1079/12/2025/26/1511

GATP-35/25

6 el

Punjabi

ਮਤੇ ਬਹੁਤ ਜਲਦ ਚੁਨੀ ਬਾਬੀ ਦੀ
ਟਾ ਕੀਤੀ ਜਾਵੇਗੀ, ਜਿਥੇ ਮੁਲਕ
ਸਪਲਾਈ ਕਰਦੇ ਸਨ।

ਸਕਾਰ, ਹੁਸ਼ਿਆਰਪੁਰ
ਦਾ, ਜਿਲ੍ਹਾ ਹੁਸ਼ਿਆਰਪੁਰ



ਦ, ਜਿਲ੍ਹਾ ਹੁਸ਼ਿਆਰਪੁਰ ਨੇ ਸਕਾਰ ਕੇਂਦਰ ਲਈ
ਲਈ ਕੀਤੀ ਹੈ। ਉਹ ਹੀ ਸਕਾਰ ਮਿਲੀ
ਨਹੀਂ ਹੈ। (ਜਲਦੀ ਇਸ ਨੂੰ ਰਾਸ਼ਟਰ ਵਿੱਚ
ਅੰਤਰਰਾਸ਼ਟਰੀ ਪੱਧਰ 'ਤੇ ਲਾਗੂ ਕੀਤਾ ਜਾਵੇਗਾ)।
ਜਿਸ ਵਿੱਚ ਸਕਾਰ ਹੈ, ਤਾਂ ਉਹ ਅਸੀਂ ਜਾਂ ਅਸੀਂ
ਨਿਰਮਲ-ਅੰਦਰ ਅਪਣਾ ਉੱਚ/ਉੱਚਾਅ
ਹੀ ਉੱਚਾ ਕਰਦੇ ਹਾਂ ਨਹੀਂ ਹੋਵੇਗਾ।
ਸਕਾਰ-ਅੰਦਰ ਅੰਦਰ, ਹੁਸ਼ਿਆਰਪੁਰ।
ਮਿਤੀ: 13.07.2025

ਮੌਜ. ਡੀ./ਐਲ. ਡੀ. ਐੱਚ.

gov.in

ਬਿਰਤ ਚੰਦਰਗੜ੍ਹ ਦੀ ਗਰੀਬ ਕਾਸ਼ਮੀਰੀ
ਜ਼ਖ਼ਮੀਆ ਹੋਣ ਲਿਖੇ ਕੇਸ ਲਈ ਜੋਗ

ਡੀ. ਐੱਸ. ਡੀ. ਪੀ. ਜ਼ਮਾਨਪੁਰ ਤੋਂ
ਪੀ. ਬਿਸੇਟ ਆਨਲਾਈਨ ਮਾਨੀਟਰਿੰਗ
ਦਿਖ-ਰੇਖੇ (ਪਹਿਲੀ ਵੇਰਵੇ) ਅੰਦਰ

ਸ਼ਾਸ਼ਨ : ਇਕਾਗਰ ਆਖ਼ਰ
07.08.2025 ਸ਼ਾਮ 4 ਵਜੇ

punjab.gov.in ਦਾ ਪੰਨਾ ਨੰਬਰ।
ਸਮੀ/- ਕਾਸ਼ਮੀਰੀ ਇੰਜੀਨੀਅਰ,
ਸ਼ਾਈ ਦੇ ਸ਼ਿਵਰਸ਼ ਭਵਨ, ਹੁਸ਼ਿਆਰਪੁਰ

ਕੁਸ਼ਾ ਰੂਪਨਗਰ, ਜੋ ਕਿ ਇਹ ਰੀਜ਼ਨਰਡ
ਹੀਜ਼ੀ ਐਨ.ਸੀ. ਮਹੀਨਿਕ ਟੈਕਨੀਸ਼ੀਅਨ,
ਟੈਲੀਮੈਨ (ਸਿਵਲ), ਡੇਨ ਟੈਕਨੀਸ਼ੀਅਨ,
ਟੈਲੀਮੈਨ ਮਿਲੀਟਰੀ ਟੈਕਨੀਸ਼ੀਅਨ,
ਭਨ ਟੈਕਨੀਸ਼ੀਅਨ, ਜਿਸ ਟੈਕਨੀਸ਼ੀਅਨ
ਮੁੱਢ ਵਧ ਟੈਕਨੀਸ਼ੀਅਨ, ਵੈਲਡਰ,
ਦ ਇੰਟਰਨਟ ਦੀ 15,000/- ਰੁਪਏ
ਤੋਂ ਤੋਰ 'ਤੇ ਗੈਸਟ ਫੈਕਟਰੀ ਇੰਟਰਨਟ
ਹੀਂ ਹੈ। ਪੈਕਟਰੀਆਂ ਅਤੇ ਤਸਰਦੇ ਨਦੀ
ਅਤੇ ਬਾਹਰਵਾਨ ਉਮੀਦਵਾਰ ਆਪਣੇ
2025 ਲਈ 03:00 ਤੱਕ ਸ਼ਰਫਾਰੇ
ਸ਼ਾ ਸ਼ਰਫਾਰੇ ਦੀ ਈਮਲ ਆਈਡੀ 800-
ਜ ਸਕਦੇ ਹਨ। ਇੰਟਰਵਿਊ ਮਿਤੀ
ਇਸਦੇ ਅਸਲ ਦਸਤਾਵੇਜ਼ ਅਤੇ ਇੱਕ-
ਛਾਟ ਪੱਤਰ। ਸਮੇਤ ਸਿਵਲ ਅੰਟੀਕੋਰਡ
ਸ ਸਥੇਪ ਵਿਚ ਕੀਤੀ ਹੈ। ਏ. ਡੀ. ਏ

ਸ਼ਾ ਹੀਜ਼ੀ ਐਨ.ਸੀ. ਲਈ ਸ਼ਰਫਾਰੇ
ਸ਼ਾ ਰੂਪਨਗਰ ਪਾਸ ਰਾਖਵੇਂ ਹਨ।

ਸਿਵਲ ਸਕੰਡਰ ਕਮ ਪ੍ਰਿਸ਼ੀਪਲ,
ਸ਼ਾ ਉਦਯੋਗਿਕ ਸਿਵਲਾਈ ਸਿਸਟਮਾਂ,
ਰੂਪਨਗਰ

ਵਿਸ਼ੇਸ਼ ਸਟੇਸ਼ਨ ਨੂੰ ਲਾਗੂ ਕਰ : info@pserc.punjab.gov.in
ਨੋਟ : ਟੈਂਡਰ ਨੋਟਿਸ ਲੰਬੀ ਕੋਲੇ ਸੇਧ (1) ਉਪਰੋਕਤ ਵੈੱਬਸਾਈਟ 'ਤੇ ਦਿੱਤੀ ਜਾਵੇਗੀ।
ਸਮੀ/- ਕਾਸ਼ਮੀਰੀ ਐਂਡਰਸ਼,
ਨਗਰ ਪੰਚਾਇਤ, ਕੀਰਤਪੁਰ ਜ਼ਿਲ੍ਹਾ

DPR/1425/12/2025-26/1482

ਜੀਵੀਕੇ ਪਾਵਰ (ਗੋਇੰਦਵਾਲ ਸਾਹਿਬ) ਲਿਮਟਿਡ, ਪਟਨਾ ਨੰਬਰ 10, ਪੈਗਾਰ
ਕਾਲੋਨੀ, ਸਰਦਾਰ ਪਟੇਲ ਰੋਡ, ਸਿਰੰਦਰਾਬਾਦ, ਚੇਨੀਗਾਨਾ - 500003

ਜਨਤਕ ਨੋਟਿਸ

ਜੀਵੀਕੇ ਪਾਵਰ (ਗੋਇੰਦਵਾਲ ਸਾਹਿਬ) ਲਿਮਟਿਡ (ਜੀਵੀਕੇ) ਦੁਆਰਾ ਪੰਜਾਬ ਰਾਜ ਬਿਜਲੀ
ਰੈਗੂਲੇਟਰੀ ਕਮਿਸ਼ਨ (ਪੀ.ਐੱਸ.ਡੀ.ਆਰ.ਸੀ.) ਅੱਗੇ 540 ਮਿਲੀਵਾਟ 12x270 ਮਿਲੀਵਾਟ।
ਗੋਇੰਦਵਾਲ ਸਾਹਿਬ ਸਕਲ ਪਾਵਰ ਪ੍ਰਾਜੈਕਟ ਲਈ ਵਿੱਤੀ ਸਾਲ 2023-24 ਲਈ ਟਰੂ ਅਪ
ਦੀ ਪ੍ਰਵਾਨਗੀ ਅਤੇ ਵਿੱਤੀ ਸਾਲ 2025-26 ਲਈ ਕੁੱਲ ਮਾਲੀਆ ਲੋੜ/ਵਿੱਤੀ ਸਾਲ 2025-
26 ਲਈ ਟੈਰਿਫ ਦੇ ਨਿਰਧਾਰਨ ਦੀ ਭਵਿੱਖਬਾਣੀ ਲਈ ਦਾਇਰ ਪਟੀਸ਼ਨ ਨੰਬਰ 28 ਦੇ 2025
ਦੇ ਸਥੇਪ ਵਿਚ ਆਮ ਜਨਤਾ/ਹਿੱਤਧਾਰਕਾਂ ਤੋਂ ਇਰਾਦਾ/ਟਿੱਪਣੀਆਂ/ਸੁਝਾਅ ਮੋਕਟ ਨਦੀ।
ਜੀਵੀਕੇ ਨੇ ਪੰਜਾਬ ਰਾਜ ਬਿਜਲੀ ਰੈਗੂਲੇਟਰੀ ਕਮਿਸ਼ਨ (ਜਨਰੇਸ਼ਨ ਟ੍ਰਾਂਸਮਿਸ਼ਨ ਟ੍ਰੀਲਿੰਗ ਅਤੇ
ਪ੍ਰਚੂਨ ਸਪਲਾਈ ਟੈਰਿਫ ਦੇ ਨਿਰਧਾਰਨ ਲਈ ਨਿਯਮ ਅਤੇ ਸ਼ਰਤਾਂ) ਨਿਸ਼ਚ, 2022 ਦੇ ਨਾਲ ਪੜ੍ਹੇ
ਗਏ ਬਿਜਲੀ ਖੇਤਰ, 2003 ਦੀਆਂ ਧਾਰਾਵਾਂ 62, 64 ਅਤੇ 86 ਦੇ ਤਹਿਤ 2025 ਦੀ ਪਟੀਸ਼ਨ
ਨੰਬਰ 28 ਦਾਇਰ ਕੀਤੀ ਹੈ। ਮਾਨੀਟਰਿੰਗ ਕਮਿਸ਼ਨ ਨੇ 06.06.2025 ਦੇ ਹੁਕਮ ਰਾਹੀਂ ਪਟੀਸ਼ਨ
ਨੂੰ ਸੁਣਵਾਈ ਲਈ ਸਕੀਕਾਰ ਕਰ ਲਿਆ ਹੈ।

1. ਇਸ ਦੁਆਰਾ ਸਾਹਿਬਾਂ ਨੂੰ ਨੋਟਿਸ ਦਿੱਤਾ ਜਾਂਦਾ ਹੈ ਕਿ GVK ਪਾਵਰ (ਗੋਇੰਦਵਾਲ ਸਾਹਿਬ)
ਲਿਮਟਿਡ ਨੇ PSERC ਅਤੇ ਪਟੀਸ਼ਨ ਨੰਬਰ 28 ਆਫ 2025 ਦਾਇਰ ਕੀਤੀ ਹੈ ਜਿਸ
ਵਿਚ ਵਿੱਤੀ ਸਾਲ 2023-24 ਲਈ ਟਰੂ ਅਪ ਦੀ ਪ੍ਰਵਾਨਗੀ ਅਤੇ ਵਿੱਤੀ ਸਾਲ 2025-
26 ਲਈ ਕੁੱਲ ਮਾਲੀਆ ਲੋੜ/ਵਿੱਤੀ ਸਾਲ 2025-26 ਲਈ ਟੈਰਿਫ ਦੇ ਨਿਰਧਾਰਨ ਦੀ
ਭਵਿੱਖਬਾਣੀ ਦੀ ਮੋਗ ਕੀਤੀ ਗਈ ਹੈ।
2. ਪਟੀਸ਼ਨ, PSERC ਦੁਆਰਾ 06.06.2025 ਦੇ ਆਦੇਸ਼ ਦੁਆਰਾ ਉਠਾਏ ਗਏ ਸਵਾਲਾਂ
ਦੇ ਨੁਕਤੇ-ਕਾਰ ਸਵਾਬ ਦੇ ਨਾਲ, PSPCL ਦੀ ਵੈੱਬਸਾਈਟ ਯਾਨੀ
<https://www.pspcl.in/Files/Petitions-of-GVK-Power.aspx> ਅਤੇ PSERC
ਦੀ ਵੈੱਬਸਾਈਟ ਯਾਨੀ <https://pserc.punjab.gov.in/> 'ਤੇ ਉਪਲਬਧ ਹੈ ਅਤੇ ਇਸ
ਨੂੰ ਉੱਚੇ ਰੇਟਿਊਨੇਸ਼ਨ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ।
3. ਜੀਵੀਕੇ ਵੱਲੋਂ ਦਾਇਰ ਪਟੀਸ਼ਨ ਨੰਬਰ 28 ਆਫ 2025 'ਤੇ ਇਰਾਦਾ/ਟਿੱਪਣੀਆਂ/ਸੁਝਾਅ
ਸਾਹਿਬ ਸ਼ਾਇਡੀ ਦੇ ਨਾਲ ਸਕੰਡਰ, ਪੰਜਾਬ ਰਾਜ ਬਿਜਲੀ ਰੈਗੂਲੇਟਰੀ ਕਮਿਸ਼ਨ ਸਾਈਟ
ਨੰਬਰ 3, ਬਲਾਕ ਬੀ, ਸੈਕਟਰ 18-ਏ ਮੈਂਪ ਮਾਰਗ, ਚੰਡੀਗੜ੍ਹ ਨੂੰ ਨਿੱਜੀ ਤੌਰ 'ਤੇ ਜਾਂ
ਕਮਿਸ਼ਨਰ ਡਾਕ ਰਾਹੀਂ ਦਾਇਰ ਕੀਤੇ ਜਾ ਸਕਦੇ ਹਨ ਤਾਂ ਜੋ ਨੋਟਿਸ ਪ੍ਰਕਾਸ਼ਤ ਹੋਣ ਦੇ 21
ਦਿਨਾਂ ਦੇ ਅੰਦਰ ਉਨ੍ਹਾਂ ਤੱਕ ਪਹੁੰਚ ਕੀਤੀ ਜਾ ਸਕੇ। ਇਸਦੀ ਇਹ ਕਾਪੀ ਜੀਵੀਕੇ/ਪਟੀਸ਼ਨਰ
ਨੂੰ ਈਮੇਲ ਆਈਡੀ: swachakal.in@tempur@gmail.com 'ਤੇ ਵੀ ਭੇਜੀ ਜਾਣੀ ਚਾਹੀਦੀ
ਹੈ ਅਤੇ ਇਸਦਾ ਸਹੂਤ ਸਕੰਡਰ, ਪੰਜਾਬ ਰਾਜ ਬਿਜਲੀ ਰੈਗੂਲੇਟਰੀ ਕਮਿਸ਼ਨ ਨੂੰ ਕੀਤੀ ਗਈ
ਵਾਈਲਿੰਗ ਦੇ ਨਾਲ ਨੱਥੀ ਕੀਤਾ ਜਾਣਾ ਚਾਹੀਦਾ ਹੈ।
4. PSERC ਨੂੰ ਇਰਾਦਾ/ਟਿੱਪਣੀਆਂ/ਸੁਝਾਅ 10 ਕਾਪੀਆਂ ਵਿੱਚ ਸ਼ਾਇਡ ਕਾਪੀ ਦੇ ਨਾਲ
ਦਾਇਰ ਕੀਤੇ ਜਾਣੇ ਚਾਹੀਦੇ ਹਨ। ਹਰ ਡਾਕ ਕਾਪੀਆਂ 'ਤੇ ਇਤਰਾਜ਼ਕਰਤਾ ਦੁਆਰਾ ਦਸਤਖਤ
ਕੀਤੇ ਜਾਣੇ ਚਾਹੀਦੇ ਹਨ ਅਤੇ ਇਤਰਾਜ਼ਕਰਤਾ ਵਾਲੇ ਵਿਅਕਤੀ ਦਾ ਪੂਰਾ ਨਾਮ,
ਟੈਲੀਫੋਨ/ਮਿਲਾਈਨ ਨੰਬਰ, ਈਮੇਲ-ਆਈਡੀ ਅਤੇ ਡਾਕ ਪਤਾ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ। ਸਾਰੇ
ਇਤਰਾਜ਼ਕਰਤਾ ਆਪਣੇ ਇਤਰਾਜ਼ਾਂ ਦੀਆਂ ਸਾਬਤ ਕਾਪੀਆਂ ਸਕੰਡਰ PSERC ਨੂੰ ਈਮੇਲ
ਆਈਡੀ: secretarypsercchd@gmail.com 'ਤੇ ਵੀ ਭੇਜ ਸਕਦੇ ਹਨ। ਜੇਕਰ
ਇਤਰਾਜ਼ਕਰਤਾ ਕਿਸੇ ਸੰਗਠਨ ਜਾਂ ਅਧਿਕਾਰੀ ਦੇ ਕਿਸੇ ਵੀ ਵਰਤਕ ਵੱਲੋਂ ਦਾਇਰ ਕੀਤਾ ਜਾਂਦਾ
ਹੈ, ਤਾਂ ਇਸਦਾ ਸਿਕਰ ਇਸ ਤਰ੍ਹਾਂ ਕੀਤਾ ਜਾਣਾ ਚਾਹੀਦਾ ਹੈ।
5. 2025 ਦੀ ਪਟੀਸ਼ਨ ਨੰਬਰ 28 ਨੂੰ 27.08.2025 ਨੂੰ ਸਵੇਰੇ 11:30 ਵਜੇ ਪੰਜਾਬ ਰਾਜ
ਬਿਜਲੀ ਰੈਗੂਲੇਟਰੀ ਕਮਿਸ਼ਨ, ਸਾਈਟ ਨੰਬਰ 3, ਬਲਾਕ ਬੀ, ਸੈਕਟਰ 18-ਏ ਮੈਂਪ ਮਾਰਗ,
ਚੰਡੀਗੜ੍ਹ ਦੇ ਦਫਤਰ ਵਿਚ ਸੁਣਵਾਈ ਦੇ ਨਾਲ-ਨਾਲ ਜਨਤਕ ਸੁਣਵਾਈ ਲਈ ਲਿਆ
ਜਾਵੇਗਾ। ਸਾਰੇ ਇਤਰਾਜ਼ਕਰਤਾ ਜਿਨ੍ਹਾਂ ਨੇ ਇਤਰਾਜ਼ ਦਾਇਰ ਕਰਨ ਦੀ ਆਖੀ ਮਿਤੀ ਤੱਕ
PSERC ਕੋਲ ਆਪਣੇ ਇਤਰਾਜ਼ ਦਾਇਰ ਕਰ ਦਿੱਤੇ ਹਨ ਅਤੇ PSERC ਦੇ ਸਾਹਮਣੇ
ਉਪਰੋਕਤ ਮਾਮਲੇ 'ਤੇ ਆਪਣੇ ਵਿਚਾਰ / ਸੁਝਾਅ ਪੇਸ਼ ਕਰਨ ਵਿਚ ਦਿਲਚਸਪੀ ਰੱਖਣ ਵਾਲੇ
ਹੋਰ ਵਿਅਕਤੀਆਂ / ਸੰਗਠਨਾਂ ਨੂੰ ਹਿੱਸਾ ਲੈਣ ਲਈ ਸੱਦਾ ਦਿੱਤਾ ਜਾਂਦਾ ਹੈ।

GATP-35/25

DPR/1079/12/2025-26/1511

ਅਧਿਕਾਰਤ ਹਸਤਾਖਰਕਰਤਾ

ਜੀਵੀਕੇ ਪਾਵਰ (ਗੋਇੰਦਵਾਲ ਸਾਹਿਬ) ਲਿਮਟਿਡ

बेटों पढ़ाओ योजना में विज्ञापन पर केवल 2 फीसदी खर्च हुआ : केंद्र

नई दिल्ली,

द सरकार ने

कहा कि बेटों

पढ़ाओ

योजना के तहत

न 2 प्रतिशत

न कि 80

पहले कुछ

न्या गया था।

विकास राज्य

से पूछा गया

योजना का

जवाब

सभा को इस

तर में ठाकुर

वर्ष 2020-

25 के बीच

न 335.37

हुए, जिनमें

करोड़ रुपए

न खर्च किए

व का लगभग

है। ठाकुर के

और मोडिया

न 2020-21

न बाद के वर्षों

न

न

न

न

न

न

न

न

न

न

न

न

न

न

न

न

न

न

ये इस घर के तहत कोई राशि खर्च नहीं की गई।

PSPCL पंजाब स्टेट पावर कॉर्पोरेशन लिमिटेड

(पंजीकृत कार्यालय: पीएसडीसी मुख्य कार्यालय, दि. बाल, पटिवाला)
कॉर्पोरेट पता नंबर (सीआईएसएन) 109पीसी201एमसीसी033813 वेबसाइट: www.pspcl.in
(फोन नं.: 96461-18754)

जीवीके पावर (मोड़दयाल साहिब) लिमिटेड, प्लॉट संख्या 10, पैगाह
कॉलोनी, सरदार पटेल रोड, हैदराबाद, मिकंदगवाड, नेलंगाना - 500003

सार्वजनिक सूचना

वित्तीय वर्ष 2023-24 के लिए टू-अप की स्वीकृति और 540 मेगावॉट (2X270 मेगावॉट) मोड़दयाल साहिब ताप विद्युत परियोजना के लिए विल वर्ष 2025-26 हेतु कुल राजस्व आवकप्रकृता का पुनर्गठन/सुलभ निर्धारण हेतु पंजाब राज्य विद्युत निगमक आयोग (पीएसडीआरसी) के समक्ष जीवीके पावर (मोड़दयाल साहिब) लिमिटेड (जीवीके) द्वारा आवर वाचिका संख्या 28/2025 के संदर्भ में अन्य जनसहित्वाधिकारों से अवार्ति/टिप्पणी/सुझाव उपस्थित करने हेतु। जीवीके ने विद्युत अर्पितपत्र, 2003 की धारा 62, 64 और 86 के अंतर्गत, पंजाब राज्य विद्युत निगमक आयोग (अपवाद, पोषण, परीक्षण और खुदरा अर्पित सुलभ निर्धारण हेतु नियम व शर्तें) दिनांक, 2022 के अंतर्गत, पंजाब राज्य विद्युत निगमक आयोग के समक्ष वाचिका संख्या 28/2025 दाख की है। मननीय आयोग ने दिनांक 06.06.2025 के आदेश द्वारा वाचिका को सुनवाई हेतु स्वीकार कर लिया है।

1. सभी को सुनिश्चित किया जाता है कि जीवीके पावर (मोड़दयाल साहिब) लिमिटेड ने वित्तीय वर्ष 2023-24 के लिए टू-अप की स्वीकृति और वित्तीय वर्ष 2025-26 के लिए कुल राजस्व आवकप्रकृता का पुनर्गठन/सुलभ निर्धारण हेतु पंजाब राज्य विद्युत निगमक आयोग (पीएसडीआरसी) के समक्ष वाचिका संख्या 28/2025 दाख की है।

2. वाचिका, दिनांक 06.06.2025 के आदेश के तहत पीएसडीआरसी द्वारा उपर्युक्त प्रकरणों के विनिर्धारण के साथ, पीएसडीआरसी की वेबसाइट <https://www.pspcl.in/Tariff-Petitions-of-GVK-Power.aspx> और पीएसडीआरसी की वेबसाइट <https://pserc.punjab.gov.in/> पर उपलब्ध है और वहां से डाउनलोड की जा सकती है।

3. जीवीके द्वारा आवर वाचिका संख्या 28/2025 पर अवार्ति/टिप्पणी/सुझाव, सहायक वाचिका प्रति, वाचिका, पंजाब राज्य विद्युत निगमक आयोग, राइट संख्या 3, ब्लॉक सी, सेक्टर 18-ए पथ पार्क, पटिवाला को उपस्थित रूप में या पंजीकृत डाक द्वारा इस सूचना के प्रकाशन के 21 दिनों के भीतर प्राप्त किया जा सकता है। इसकी एक प्रतिलिपि जीवीके/पंजाब राज्य विद्युत निगमक आयोग को ईमेल आईडी: sudhakar.shothempudi@gatp.in पर भी भेजी जा सकती है और इसका प्रकरण बलिब, पंजाब राज्य विद्युत निगमक आयोग को प्रस्तुत अवधि के साथ संलग्न किया जाना चाहिए।

4. पीएसडीआरसी को अवार्ति/टिप्पणी/सुझाव साफ्ट कॉपी के साथ 10 प्रतियों में उपस्थित किया जाने चाहिए। आई कोष पर अवार्ति/टिप्पणी के हस्ताक्षर होने चाहिए और इस पर अवार्ति भेजने वाले व्यक्ति का पूरा नाम, टेलीफोन/मोबाइल नंबर, ईमेल आईडी और डाक पता अंकित होना चाहिए। सभी अवार्तिकर्ता अपनी आपत्तियों को साफ्ट कॉपी सहित, पीएसडीआरसी को ईमेल आईडी secretarypserc@rediffmail.com पर भी भेज सकते हैं। यदि अवार्तिकर्ता समूह या उपभोक्ताओं के किसी वर्ग की ओर से उपस्थित की जाती है, तो इसका उपस्थितिका ज्ञाना चाहिए।

5. वाचिका संख्या 28/2025 की सुनवाई के साथ-साथ जन सुनवाई 27.08.2025 को सुबह 11:30 बजे पंजाब राज्य विद्युत निगमक आयोग, राइट नंबर 3, ब्लॉक सी, सेक्टर 18-ए पथ पार्क, पटिवाला के कार्यालय में की जाएगी। सभी अवार्तिकर्ता, जिन्होंने अवार्ति/टिप्पणी करने की अवार्ति/टिप्पणी कर पीएसडीआरसी के समक्ष अपनी अवार्ति/टिप्पणी दाख की है तथा अन्य वाचिका/संश्लेषण जो उपर्युक्त मामले पर पीएसडीआरसी के समक्ष अपने विचार/सुझाव प्रस्तुत करने में सक्षम रहने हैं, आम तौर पर पीएसडीआरसी के।

GATP-3525

अधिकृत हस्ताक्षरकर्ता।

DPR (PB) 1079/12/2025-26/1511

जीवीके पावर (मोड़दयाल साहिब) लिमिटेड

नगर निगम चंडीगढ़

del