

**Invitation of Expression of Interest for submission of
Resolution Plan In case of
Osia Hyper Retail Limited (In CIRP)**

Dt. 05th October,2026

Invited by:

CA Vinod Tarachand Agrawal

Resolution Professional

Reg. No. IBBI/IPA-001/IP-P00641/2017-18/11090

Email id: cirp.osia@npvinsolvency.in

AFA validity: 30.06.2027

INVITATION OF EOI FOR RESOLUTION PLAN

Pursuant to our Newspaper Advertisement dated 05.10.2026 inviting EOIs from prospective Resolution Applicant this document is made giving clarity to various issues related to the Resolution Applicants / Resolution Plans.

The information provided herewith is categorized into the following headings:

Para No	Particulars	Page No
A	DETAILS OF RESOLUTION PROFESSIONAL AND CORPORATE DEBTOR	3
B	DETAILS OF ONGOING CIRP	4
C	THE BID PROCESS	4
D	COMPLIANCE REQUIREMENTS	19
E	OTHER RELEVANT INFORMATION OF CORPORATE DEBTOR	19
Annexure – A	ELIGIBILITY CRITERIA	21
Annexure – B	FORMAT OF EXPRESSION OF INTEREST	25
Annexure – C	SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI	27

Annexure – D	FORMAT FOR DETAILS OF POTENTIAL RESOLUTION APPLICANT	28
Annexure – E	CONFIDENTIALITY UNDERTAKING	29
Annexure – F	DECLARATION UNDER SECTION 29A OF IBC,2016	33
Annexure – G	UNDERTAKING UNDER REGULATION 36A(7) OF IBBI (CIRP) REGULATIONS,2016	38
Annexure – H	UNDERTAKING BY PRA FOR MAINTAINING CONFIDENTIALITY OF FAIR VALUE	40

DETAIL OF RESOLUTION PROFESSIONAL

The particulars with respect to the Resolution Professional are appended below:

Name of Resolution Professional: CA Vinod Tarachand Agrawal

IBBI Reg. No:

**Reg. No. IBBI/IPA-001/IP-
P00641/2017- 18/11090**

Address:

204, Wall street-1, Opp.
Orient Club Nr. Gujarat
College, Ellis Bridge,
Ahmedabad-380006

Email Id:

cirp.osia@npvinsolvency.in

The Resolution Professional may be contacted for any query related to the above corporate insolvency resolution process at the above address / contact email id.

DETAIL OF CORPORATE DEBTOR

The particulars with respect to the Corporate Debtor are appended below:

Name of Corporate Debtor	Osia Hyper Retail Limited
Incorporation Date	18.10.2013
Registered Office	Basement Store 1, 4D Square, Opp. IIT Eng College, Nr. D-MART, Visat Gandhinagr Highway, Motera, Ahmedabad, Gujarat, India - 380005.
CIN No	CIN: L52190GJ2013PLC077269
Authorised Share Capital	₹45,00,00,000
Paid up Share Capital	₹17,69,58,900
Whether Listed or not	Yes (NSE - INE06IR01021)
Name of Directors	Dhirendra Gautamkumar Chopra- Managing Director Kavita Chopra Dhirendrakumar – Director Tapan Patel – Additional Director Samir B. Chunara- CFO Dheeraj Tolani - Director Neha Sharma – Company Secretary

BACKGROUND

Osia Hyper Retail Limited is a **public company** incorporated on **18 October 2013**. It is classified as a **Non-Government Company** and is registered with the **Registrar of Companies, Ahmedabad**. The Company is a **listed company**, with its equity shares listed on the **National Stock Exchange of India (NSE)** under **ISIN: INE06IR01021**.

ABOUT

Osia Hyper Retail Limited is engaged in the business of retail sale through non-specialized stores, primarily comprising departmental/hypermarket-style retail operations. Its activities include the sale of a broad range of merchandise such as wearing apparel, household appliances, cosmetics, jewellery, toys, sporting goods and other consumer products, which are generally organized into separate departments under a single management.

DETAIL OF ONGOING CIRP

- The CIRP has been initiated against Osia Hyper Retail Limited (“Corporate Debtor”) under the provisions of Insolvency and Bankruptcy Code, 2016 (“Code”) by order of the National Company Law Tribunal (“NCLT”) with effect from April 28, 2026 (Order Received on April 29, 2026 & Clarification Received on April 30, 2026). By the same order, NPV Insolvency Professionals Private Limited having IBBI Registration Number: IBBI/IPE-0040/IPA-2/2022-23/50021 has been appointed as Interim Resolution Professional (IRP) by the Hon’ble NCLT, Ahmedabad Court - II.
- As per Section 17 of the Insolvency and Bankruptcy Code, 2016, Management of affairs of Corporate Debtor vests in IRP/RP including the control and custody of any asset over which the Corporate Debtor has ownership rights.

- The IRP issued a Public Announcement in Form – A on May 02, 2026, in accordance with Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. This announcement was published in the following newspapers:
 - Financial Express – All India Edition (English Language)
 - Sandesh – All Gujarat (Gujarati Language)
 - Lok Bharti – Kanpur Edition (Hindi Language)
 - Dainik Hawk – Dehradun Edition (Hindi Language)
 - Dainik Bhaskar – Jhansi Edition (Hindi Language)
 - Navakal – Pune Edition (Marathi Language)
 - Mahanagar Times – Jaipur Edition (Hindi Language)
- On May 18, 2026, the Interim Resolution Professional certified the constitution of the Committee of Creditors in accordance with Regulation 17(1) of the CIRP Regulations, 2016, to the Hon'ble National Company Law Tribunal, Ahmedabad Court - II.
- A notice convening the First Meeting of the Committee of Creditors ("CoC") was initially issued on May 19, 2026, scheduling the meeting for Monday, May 25, 2026. However, considering the urgency of the agenda items requiring deliberation and approval by the Committee of Creditors, the meeting was rescheduled and convened on May 20, 2026, at 4:30 P.M.
- Following the first CoC meeting, the appointment of Resolution Professional is still in consideration of CoC. Hence as per Regulation 17(3) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, IRP performs the functions of RP till the RP is appointed.
- The Third Meeting of the Committee of Creditors ("CoC") was held on June 25, 2026, wherein the Committee approved the publication of Form G inviting Expressions of Interest ("EOI"), which was subsequently published on June 26, 2026.

- The fourth meeting of Committee of Creditors ("CoC") was held on 28.04.2026
- The fifth meeting of Committee of Creditors ("CoC") was held on 18.08.2026
- The sixth meeting of Committee of Creditors ("CoC") was held on 09.09.2026
- Pursuant to the proceedings before the Hon'ble NCLT, CA Vinod Tarachand Agarwal was appointed as the Resolution Professional of the Corporate Debtor on September 11, 2026 filed CoC is allows by the Tribunal in **IA No. 1432(AHM)2026**.
- Upon his appointment, the Resolution Professional took charge of the CIRP and convened the 7th Meeting of the Committee of Creditors ("CoC"), wherein various matters relating to the further conduct of the CIRP were placed before the CoC for consideration and approval.
- In the Seventh Meeting of the CoC, the Committee approved the proposal for **re-issuance of Form G inviting fresh Expressions of Interest ("EOI")** from prospective resolution applicants, in accordance with the applicable provisions of the Insolvency and Bankruptcy Code, 2016 and the CIRP Regulations, 2016.

MODE OF COMMUNICATION OF EOI / RESOLUTION PLAN PROCESS:

- **Invitation for Expression of Interests dated 05.10.2026 by RP through following newspaper –**

Sr	Newspaper	Language	Circulation
1	Business Standard	English	All India
2	Divya Bhaskar	Gujarati	All Gujarat

- **Detailed EOI to the prospective Resolution Applicants** – The Detailed EOI will be made available to each of the prospective Resolution Applicant, if consequent to the newspaper advertisement, the prospective Resolution Applicant makes a request, introducing themselves with basic credentials, to the Resolution Professional to his email ID provided herein above. A copy of the NDA (Non-disclosure Agreement) towards confidentiality undertaking will be provided to the prospective

Resolution Applicants on request through email. The NDA may be executed along with the EOI submission or thereafter, after the confirmation of eligibility of the Resolution Applicant by the Resolution Professional.

- On confirmation of eligibility of the PRA and receipt of the executed confidentiality undertaking, the PRA/FRA will be provided with-
 - The Information Memorandum prepared as per provisions of the Insolvency and Bankruptcy Code, 2016
 - Access to the data-room / information shall be provided.
 - Request for Resolution Plan ('RFRP') outlining the next steps along with the evaluation criteria.
 - Access to the property visits

- **Briefing Session – Pre-EOI submission session** – Prospective Resolution Applicant may seek from the Resolution Professional requisite details necessary for making EOI. Communication to the Resolution Professional may be made by email or by post to the communication address provided in Form-G. If desired by any prospective Resolution Applicant, a briefing session can also be arranged on request being made to the Resolution Professional.

- Changes, if any effectuated, in bidding process including changes in timelines will be communicated to the Resolution Applicants who have submitted EOIs to their email ids. Prospective Resolution Applicants may before submission of EOIs contact the Resolution Professional to confirm about the process.

- Eligibility of the Resolution Applicant will be communicated to the Resolution Applicant once an EOI is received and verified by the Resolution Professional to the email address of the Applicant.

- **Providing the Prospective Resolution Applicant with a copy of the Information Memorandum:** All Resolution Applicants to whom RFRP will be issued, shall be provided a copy of an Information Memorandum, to his email id in an electronic form, after he executes the NDA. The NDA format can be forwarded, on request, to the Resolution Applicant's email id.

- **Briefing Session –** A briefing session will be arranged before submission of Resolution Plans and after communicating the eligibility of the Resolution Applicant. The date, time and venue of the briefing session is as per the timeline provided in this RFP; if any changes are necessitated, the changed timing will be communicated in advance. The Resolution Applicants, if so desires, may present themselves to seek clarification during the briefing session. During this briefing session, convenient dates for plant visits, inspection of books of accounts, premises, etc. can also be arranged for the Resolution Applicants.

- **Communication on Approval / Rejection of Resolution Plans:** All Resolution Applicants will be informed by the Resolution Professional on the decision of the Committee of Creditors. The communication will be made to the email id of the Resolution Applicant available with the Resolution Professional.

MODE OF SENDING EOI

The EOIs shall be submitted in person or by post or electronically through email. The EOIs and all documents sent by post shall be addressed to the Resolution Professional at the address given above. The Resolution Professional will not be responsible for any delay in postal transmission and the prospective Resolution Applicants themselves shall ensure

that the EOIs are delivered to the office of the Resolution Professional on or before the specified date and time. If the EOI documents are sent electronically, the Resolution Applicant may remit the amount to be paid along with the EOI by electronic transfer to the Bank Account (if any mentioned in the Detailed EOI) or the amount be separately paid by Online Transfer /Demand Draft / Pay Order which shall be delivered to the office of the Resolution Professional on or before the last date and time of submission of EOI.

The EOI and DDs will be received at the office of the Resolution Professional on all working days, between 11 AM to 6 PM. The EOI received after the last date and time of receiving the EOI shall not be accepted for any reason. However, if the last day happens to be a holiday for the office of the Resolution Professional, the next working day shall be considered as the last date of receiving the EOI. Soft copy of EOI can be sent on email before 11:59 PM of last date of submission of EOI.

In addition, the EOI in the prescribed format, along with all Annexures and supporting documents, shall reach the Resolution Professional through email at cirp.osia@npvinsolvency.in and also in a sealed envelope by speed post / registered post and / or by hand delivery, on or before the last date of submission of the EOI. The sealed envelope shall be superscribed “Expression of Interest for Osia Hyper Retail Limited” and addressed to CA Vinod Tarachand Agrawal, Resolution Professional, Osia Hyper Retail Limited (In CIRP), 204, Wall Street-1, Near Gujarat College, Ellisbridge, Ahmedabad – 380006.

TIMELINE OF VARIOUS PROCESSES / EVENTS:

The Corporate Insolvency Resolution Process is a time-bound process and therefore, the importance of adherence to the prescribed timelines assumes great significance. All concerned Applicants are required to adhere to the timeline and process mentioned in Form G, re-issued on 5th October, 2026. The relevant details of the same are reproduced below:

RELEVANT PARTICULARS			
1.	Name of the corporate debtor along with PAN & CIN/ LLP No.	Osia Hyper Retail Limited PAN: AAICM8758Q CIN: L52190GJ2013PLC077269	
2.	Address of the registered office	Basement Store 1, 4D Square, Opp. IIT Eng College, Nr. D-MART, Visat Gandhinagr Highway, Motera, Ahmedabad, Gujarat, India - 380005.	
3.	URL of website	https://www.osiahypermart.com/	
4.	Details of place where majority of fixed assets are located	1. Khokhra, Gujarat 2. Kalol, Gujarat 3. Vastral, Gujarat 4. 4D, Square Motera, Gujarat Further details relating to the stores located at multiple location along with the address is provided in detailed EOI document.	
5.	Installed capacity of main products/ services	Not Applicable as CD operates in general merchandise business	
6.	Quantity and value of main products/ services sold in last financial year	Audited FY	Sales (in Lakhs)
		FY 2023-24	₹1,14,447.45

		FY 2024-25	₹1,42,712.67
7.	Number of employees/ workmen	31	
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors are available at URL	Details can be sought by emailing – cirp.osia@npvinsolvency.in & https://www.osiahypermart.com/	
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at URL	Details can be sought by emailing – cirp.osia@npvinsolvency.in & https://www.osiahypermart.com/	
10.	Last date for receipt of expression of interest	21.10.2026	
11.	Date of issue of provisional list of prospective resolution applicants	23.10.2026	
12.	Last date for submission of objections to provisional list	28.10.2026	
13.	Date of issue of final list of prospective resolution applicants	01.11.2026	
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	03.11.2026	
15.	Last date for submission of resolution plans	03.12.2026	
16.	Process email id to submit Expression of Interest	cirp.osia@npvinsolvency.in	
17.	Details of Corporate Debtor's registration as MSME	Not applicable	

CHANGES / MODIFICATIONS IN THE EOI / RESOLUTION PLAN PROCESS:

If due to any reasons, changes in the bid process including the time fixed for each process / event are necessitated, the Resolution Professional with the approval of the Members of the Committee of Creditor(s) reserves the right to change / modify the timelines, process, conditions specified in the EOI documents without assigning any reasons thereto. If changes are made necessary corrigendum will be issued.

OTHER TERMS AND CONDITIONS OF EOI / RESOLUTION PLANS:

1. Lodgement of an EOI is evidence of a Resolution Applicant's consent to comply with the terms and conditions of Detailed EOI. If the Applicant fails to comply with any of the terms, the EOI may be summarily rejected.

2. Willful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the Resolution Professional, with the consent of the Committee of Creditors, may take. The Resolution Professional reserves the right to verify the validity of the information provided in the EOIs / Resolution Plans and to reject any EOIs / Resolution Plans, with the consent of the Committee of Creditors, where the contents appear to be incorrect, inaccurate, or inappropriate at any time during the process of EOI / Resolution Plans.

3. The Resolution Professional, with the approval of the Committee of Creditors, reserves the right to reject any EOI and / or Resolution Plans received without assigning any reasons thereof and the decision thus taken shall be final. No contractual obligations whatsoever shall arise from the EOI and / or Resolution Plan submitted.

4. The eligible Resolution Plans received from eligible Resolution Applicants will be subjected to evaluation as per the Evaluation Matrix approved by the Committee of Creditors. The Committee of Creditors reserves its' right to reject the highest bid or all bids, if the bids do not meet the viability and other criteria, as per the opinion of the Committee. The Committee of

Creditors also reserves the right to re-fix the Minimum Criteria and Evaluation Matrix at their meeting without assigning any reasons thereof and the decision of the Committee of Creditors shall be final.

5. The Resolution Applicants shall bear all costs associated with the submission of EOI / Resolution Plans and the Resolution Professional or the Committee of Creditors, regardless of the conduct or outcome of the process, will not be responsible for any costs thereof.

6. The Resolution Applicants must intimate the Resolution Professional immediately in writing of any material change to the information contained in the EOI / Resolution Plan, including any substantial changes in their ownership or their financial or technical capability. Copies of the relevant documents substantiating any such changes must be submitted along with such intimation.

7. The Resolution Professional, with the approval of the Committee of Creditors, shall have the right to cancel the EOI / Resolution Plan processes at any time, without thereby incurring any liabilities to the affected Applicants.

8. All Resolution Applicants shall be deemed to have:

- a. examined the Request for Proposal/ Detailed EOI document and its subsequent changes, if any for the purpose of responding to it;
- b. examined all circumstances and contingencies, having an effect on their EOI / Resolution Plans and which is obtainable by the making of reasonable enquiries;
- c. satisfied themselves as to the correctness and sufficiency of their EOI / Resolution Plan applications and if any discrepancy, error or omission is noticed in the EOI / Resolution Plans the applicants shall notify the Resolution Professional immediately and in any case before the meeting of the Committee of Creditors convened to discuss the EOI / Resolution Plans.

9. This Invitation for EOI is not an offer or invitation for sale, or the solicitation of an offer to buy, purchase or subscribe to any securities of Osia Hyper Retail Limited.

10. No agreement with the Resolution Professional or any official, representative, affiliate, associate, advisor, agent, director, partner or employee of the Resolution Professional or Osia Hyper Retail Limited or any member of the CoC, and no verbal communication by any of them, shall affect or modify any terms of this EOI.

11. No claims against the Resolution Professional, Osia Hyper Retail Limited or any member of the CoC or any of their officials, representatives, affiliates, associates, advisors, agents, directors, partners or employees shall arise out of this EOI. Mere submission of the EOI shall not create any right in favour of the Resolution Applicant.

COMPLIANCE REQUIREMENTS

The following Annexures form an integral part of the Compliance Requirements and shall be duly complied with/submitted by the Prospective Resolution Applicant, as applicable:

- **Annexure A: Eligibility Criteria**
- **Annexure B: Format for Expression of Interest (EOI)**
- **Annexure C: Supporting Documents Required to be Submitted with EOI**
- **Annexure D: Format for Details of Potential Resolution Applicant**
- **Annexure E: Confidentiality Undertaking**
- **Annexure F: Declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016**
- **Annexure G: Undertaking under Regulation 36A(7) of the IBBI (CIRP) Regulations, 2016**
- **Annexure H: Undertaking by the Prospective Resolution Applicant for Maintaining Confidentiality of Fair Value**

OTHER RELEVANT INFORMATION OF CORPORATE DEBTOR

I. Summary of Creditors

Sr. No.	Category of Creditors	No. of Creditors	Claim Admitted
1	Secured financial creditors belonging to any class of creditors	0	-
2	Unsecured financial creditors belonging to any class of creditors	0	-

Sr. No.	Category of Creditors	No. of Creditors	Claim Admitted
3	Secured financial creditors (other than financial creditors belonging to any class of creditors)	5	95,96,75,471.1
4	Unsecured financial creditors (other than financial creditors belonging to any class of creditors)	5	84,89,96,215.27
5	Operational creditors (Workmen)	0	-
6	Operational creditors (Employees)	0	-
7	Operational creditors (Government Dues)	0	-
8	Operational creditors (other than Workmen and Employees and Government Dues)	343	3,19,93,21,359.54
9	Other creditors, if any, (other than financial creditors and operational creditors)	0	-
	Total	353	5,00,79,93,045.91

II. Snapshot of Financial Statements of FY2024-25

(Amount in ₹lakh)		
Particulars	Amount (FY 2024-25)	Amount (FY 2023-24)
Assets		
Property, Plant and Equipment	6,844.39	7,191.86
Other Intangible Assets	-	-
Non-current Investments	-	-
Loans, Non-current	1,329.49	1,217.08
Inventories	47,108.77	28,196.14
Trade Receivables	15,735.12	6,792.02
Cash and Cash Equivalents	686.80	4,373.32
Other Current Financial Assets	10,493.20	5,404.62
Other Current Assets	1,711.80	1,579.84
Total Assets	83,909.57	54,754.88
Equity and Liabilities		
Equity Share Capital	1,645.74	1,326.24
Other Equity	37,607.35	18,607.32
Borrowings, Non-current	8,278.39	2,298.12
Provisions, Non-current	211.16	185.53
Deferred Tax Liabilities (Net)	40.44	76.62
Other Non-current Liabilities	14,230.34	10,686.38
Borrowings, Current	9,907.02	9,193.33
Trade Payables	8,397.92	9,643.84
Other Current Liabilities	1,863.89	1,657.06
Current Tax Liabilities	1,727.32	1,080.44
Total Equity and Liabilities	83,909.57	54,754.88

Source: Financial Statement of corporate debtor

III. Details of Active store & location are as below:

- **Khokhara** :Ashapura Square, Nr. Radhe Shopping, Khokhara Circle, Maninagar East, Ahmedabad, Gujarat, 380008
- **Kalol** -1, Kamla Amrut Elite-1, Navjivan Mill Compound, Taluka-Kalol, Gandhinagar, Gujarat, 382721
- **Vastrapal** - S.No.1183, S.P.164, T.P.1, Ved Arcade, Vastrapal, Ahmedabad, Gujarat, 382418
- **4D Square (Owned by Corporate Debtor)** - Basement Store 1, 4D Square, Opp. IIT Eng College, Nr. D-MART, Visat Gandhinagar Highway, Motera, Ahmedabad, Gujarat, India - 380005.

IV. Details of Assets of Corporate Debtor

- **Land & Building** – The Corporate Debtor has three properties:
 1. **4D Square, Motera** – Situated at Mouje Motera, Taluka Sabarmati, Ahmedabad (Sub-District Ahmedabad-6, Naroda–Motera), Gujarat.
Charge Holder: Punjab National Bank (PNB).
 2. **Dholka Property** – Situated at Mouje Bhurkhi, Taluka Dholka, District Ahmedabad, Gujarat.
Charge Holder: Indian Bank.
 3. **Changodar Property** – Situated at Village Changodar, Taluka Sanand, Sub-District Sanand, District Ahmedabad, Gujarat.
Charge Holder: Punjab National Bank (PNB)

- **Vehicles** – The corporate debtor has fixed assets comprising vehicles((Activa, truck) which are physically available at stores of Corporate Debtor.

“ANNEXURE – A”

**MINIMUM ELIGIBILITY CRITERIA FOR RESOLUTION PLAN
OSIA HYPER RETAIL LIMITED (IN CIRP)**

The following are the Minimum Eligibility Criteria for the prospective Resolution Applicants of the Corporate Debtor Osia Hyper Retail Limited (In CIRP).

The Minimum Eligibility Criteria for Submission of Resolution Plan for Osia Hyper Retail Limited (In CIRP) are as follows:

Any person including private limited company or public limited company registered under the Companies Act 1956 or 2013, Limited Liability Partnership (LLP) or SEBI registered Alternative Investment Fund (AIF) or a company incorporated outside India, which is eligible to invest in India under the laws of India either as a sole Resolution Applicant or as part of a consortium.

Potential Resolution Applicant's competence and capability are proposed to be established broadly by the following parameters:

1. Financial Capacity
2. Provisions of section 29A of the Insolvency and Bankruptcy Code, 2016
3. Refundable Earnest Money Deposit (“EMD”)

Resolution Applicant(s) with experience in the same industry will be desirable but not essential.

1. Financial Capacity Eligibility Criteria: Net Worth

- A. For Individual - Minimum Tangible Net-Worth (TNW) of **RS. 10.00 Crore** (Rupees Ten Crore only), computed as the average Tangible Net Worth of the last three (3) preceding financial years, certified by a Practicing Chartered Accountant.
- B. For a Partnership firm, Private/Public Limited Company, LLP, body corporate incorporated in India or outside India – Minimum Tangible **Net-Worth (TNW) of RS. 20.00 Crore (Rupees Twenty Crore only)**, computed as the average Tangible Net Worth of the last three (3) preceding financial years, certified by a Practicing Chartered Accountant.
- C. For the:

Category	Threshold
NBFC	Minimum Net Worth of INR 50 Crore
Mutual Fund / AMC	Minimum Net Worth of INR 50 Crore
PE Fund / VC Fund / AIF	Minimum Assets Under Management (AUM), Corpus or Net Worth of INR 50 Crore

Category	Threshold
Asset Reconstruction Companies	Minimum Net Owned Fund (NOF) of INR 1,000 Crore as per RBI guidelines

Committed funds available for investment/deployment in Indian Companies or Indian Assets shall be a minimum of INR 50.00 Crore (Rupees Fifty Crore only) in the immediately preceding completed financial year.

- D. For Consortium: A Resolution Applicant (“RA”) may be a Consortium. A Consortium shall mean two or more persons acting jointly as a consortium, joint bidder, or joint venture (whether incorporated or not) for the purpose of submission of the Expression of Interest (EoI) and/or the Resolution Plan for the Company.

Each member of the Consortium shall have a Minimum Tangible Net-Worth (TNW) of RS. 20.00 Crore (Rupees Twenty Crore only), computed as the average Tangible Net Worth of the last three (3) preceding financial years, certified by a Practicing Chartered Accountant.

In addition, Consortium should satisfy requirements as set out herein below:

Where the EoI is being submitted by a Consortium of Joint Bidders (“Consortium”), the EoI, along with all Undertakings submitted pursuant to this EoI shall be signed by each member of the Consortium. Please further note that:

- a. In case of consortium of Financial Investors, the minimum AUM of consortium shall be calculated as an aggregate of weighted average of individual member’s AUM proportionate to their respective shareholding in the consortium. In case of committed funds, the Consortium as a whole shall have cumulative committed funds available for deployment/investment of at least INR 50.00 Crore (Rupees Fifty Crore Only) as on 31st March 2026.
- b. A person cannot be part of more than 1 (one) consortium submitting the EoI for the Company. Further a person shall submit only 1 (one) EoI, either individually as a RA or as a constituent of a Consortium;
- c. The Consortium shall submit the copy of Consortium Agreement/ MoU, if any, entered between the Consortium members, setting out the respective obligations of the Consortium members;
- d. Each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium. Such Lead Partner shall be the single point of contact on advisors in connection with all matters pertaining to the Consortium;
- e. The members of the Consortium shall be jointly and severally liable in respect of obligations under the EoI/ Undertakings given to the Resolution Professional;

- f. If any 1 (one) member of the Consortium is disqualified under section 29A of the Code, then the entire Consortium, i.e. all the members of such Consortium shall stand disqualified;
- g. The EoI must detail the members of the Consortium, the Lead Member and the proposed percentage holding of each member;
- h. Lead member of the Consortium shall be identified at the time of submission of EoI and shall hold at least 26% and each of the other members shall hold at least 10%;
- i. The shareholding of the special purpose vehicle incorporated by the consortium shall be same as the shareholding of members in consortium.
- j. No change of Lead Member or any member who's financial have been considered towards the eligibility criteria may be permitted post submission of EoI (except with the approval of CoC).
- k. In case consortium is of Private/ Public Limited Companies/ LLP/Body Corporate/ any other Potential Resolution Applicants, net worth of all the members of the Consortium shall be calculated as an aggregate of all the member's net worth.

2. Disqualifications under section 29A of the Insolvency and Bankruptcy Code, 2016:

Please note that a RA will not be eligible to submit the EoI if he/ she/ it or any person acting jointly or in concert with him/her or it is disqualified under section 29A of the Code (as amended from time to time, including extant law/ regulations prevailing at the time, including extant law/ regulations prevailing at the time of evaluation of eligibility criteria or amendments thereafter).

In case of a Consortium, each member of the Consortium should be eligible under section 29A of the Code.

For this purpose, the Potential Resolution Applicant should give a declaration supported by an affidavit hereto stating that it does not suffer from any disqualification provided in Section 29A of the Insolvency and Bankruptcy Code, 2016. In case of Resolution Applicants submitting the Resolution Plan jointly, the declaration and affidavit needs to be submitted by each such Resolution Applicant. However, a Resolution Applicant(s) suffering from a disqualification under Section 29A (c) may submit a Resolution Plan, provided that it undertakes that it will make payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of Resolution Plan and that it will submit a written acknowledgement of such payment at least one day before the last day of submission of Resolution Plan.

3. Refundable Earnest Money Deposit (EMD):

Prospective Resolution Applicant will have to give a Refundable Earnest Money Deposit by way of RTGS/ NEFT, Cheque, Demand Draft or Pay Order drawn on a nationalized bank or a private bank for **INR 25,00,000/- (Rupees Twenty-Five Lakh Only)** payable at Ahmedabad, drawn in favour of "Osia Hyper Retail Limited IN CIRP". The deposits are refundable within 15 days of withdrawal of participation by the prospective resolution applicant after the preparation of the final list of eligible applicants, and the applicant's name is not included in the Final list.

The account details of Osia Hyper Retail Limited (In CIRP) are as follows:

Name	OSIA HYPER RETAIL LIMITED IN CIRP
Current Account No.	0033002102045840
Bank	PUNJAB NATIONAL BANK
IFSC	PUNB0003300
Branch	SHAHIBAUG Branch

It is hereby clarified that non-submission of the EMD by the Prospective Resolution Applicant(s), along with the submission of the Expression of Interest (EoI), shall lead to rendering of that particular EoI as non-responsive, and accordingly the CoC shall have the right to reject such EoI.

Exchange Rate:

For the purpose of evaluation of the EOI, the exchange rate to be used for conversion into INR (Indian Rupees) shall be RBI Reference rate on the last date of receipt of EOI i.e. October 21, 2026.

“ANNEXURE – B”

FORMAT OF EXPRESSION OF INTEREST (EOI)

To,

CA Vinod Tarachand Agrawal

Resolution Professional

Osia Hyper Retail Limited (In CIRP)

IBBI Reg. No: IBBI/IPA-001/IP-P00641/2017-18/11090

204, Wall Street-1, Near Gujarat College, Ellisbridge, Ahmedabad – 380006

Email: cirp.osia@npvinsolvency.in

Subject: Expression of Interest (EOI) for Osia Hyper Retail Limited (In CIRP)

Dear Sir,

In response to the Public Advertisement dated 05.10.2026, published in the following newspapers inviting Expressions of Interest for submission of Resolution Plans in respect of Osia Hyper Retail Limited (In CIRP), we hereby submit our Expression of Interest:

Sr	Newspaper	Language	Circulation
1	Business Standard	English	All India
2	Divya Bhaskar	Gujarati	All Gujarat

We have enclosed the documents and information required to be submitted along with this Expression of Interest in accordance with the Detailed Invitation for Expression of Interest and your communication.

We hereby declare that the information and documents furnished by us in this Expression of Interest are true, correct and complete to the best of our knowledge and belief.

We understand that the information furnished by us will be used by you for the purpose of assessing our eligibility to participate in the Corporate Insolvency Resolution Process of

Osia Hyper Retail Limited and for submission of a Resolution Plan.

We further understand and acknowledge that CA Vinod Tarachand Agrawal, Resolution Professional of Osia Hyper Retail Limited, shall examine our eligibility in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016, the applicable regulations framed thereunder, the eligibility criteria approved by the Committee of Creditors, and the terms of the Detailed Invitation for Expression of Interest. We further acknowledge that

Resolution Professional reserves the right to accept or reject this Expression of Interest or determine our eligibility, without assigning any reason and without incurring any liability whatsoever.

We confirm that the undersigned is duly authorised and competent to submit this Expression of Interest on behalf of the Resolution Applicant in accordance with its constitutional documents.

Thanking you.

Yours truly,

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

Enclosures: Annexures

“ANNEXURE – C”

SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI

1. Profile of the Resolution Applicant(s)
2. Legal Documents: Board resolution for authorized signatory on behalf of RA, Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) of Resolution Applicant, Copy of PAN Card, details of KMP, KYC of Resolution Applicant.
3. For Net-worth & Turnover: CA Certified Net-worth Statements, Certified true copies of Audited financial statements of immediately preceding 3 (three) years of Resolution Applicant(s) and/ or its promoter / promoter group or any other group company as per eligibility criteria.
4. EMD: Cheque / Demand Draft / Electronic Fund Transfer Confirmation.
5. A notarized declaration from RA in order to demonstrate that the promoter/ promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria.
6. Please note that RA shall provide all relevant documents for its promoter / promoter group or any other group company and the connected persons as per section 29A of the Insolvency and Bankruptcy Code, 2016 to meet the eligibility criteria.
7. Any other documents / information/ records which Potential Resolution Applicant finds necessary to share as evidence of meeting the criteria prescribed and for assessment of ineligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 or as may be notified by the RP from time to time.

“ANNEXURE – D”

DETAILS OF POTENTIAL RESOLUTION APPLICANT

1. Name and address:
Name:
Address (with proof):
Telephone No.:
Mobile No.:
Email Id:
2. Name and address (with proof) of the Firm / Company / Organization:
3. Date of establishment of Resolution Applicant / Promoter Group and copies of documents:
4. Core area of expertise of Resolution Applicant:
5. Contact Person:
Name:
Designation:
Telephone No:
Mobile No.:
Email Id:
6. PAN and/or CIN and/or Aadhaar No. or equivalent details of Resolution Applicant(s) and copies of documents:
7. Company / FI Profile:
 - i) Company Financial Profile (consolidated / standalone as applicable) (Note: The Company profile should necessarily include tangible net worth. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to “assets under management” for the preceding three years. Further the fulfilment of eligibility criteria must be clearly identified / certified herein)
 - ii) Experience of the Company in the Core Sector
 - iii) History if any, of the Company or affiliates of the Company being declared a ‘willful defaulter’ or ‘non-cooperative borrower’ or ‘non-impaired asset’ or ‘non-performing asset’. (Note: In case of consortium, the details set out above are to be provided for each of the members of the consortium).

“ANNEXURE – E”

CONFIDENTIALITY UNDERTAKING

[This Confidentiality Undertaking shall be executed on a non-judicial stamp paper of Rs. 300/- for Gujarat. The applicable stamp duty shall vary depending on the state in which this Confidentiality Undertaking is executed. If executed outside India, the document shall be duly apostilled/consularized, as applicable, and stamped at the place of receipt within India prior to its submission to the Resolution Professional.]

The execution of the confidentiality undertaking must be authorized by a duly passed resolution of the board of directors of the Prospective Resolution Applicant or any sub-committee of the board (if so, authorized by the board).

Each page of the confidentiality undertaking is required to be signed by the prospective Resolution Applicant at the bottom of the page and on the execution page, the authorized signatory must affix his/her full signature and additionally affix the rubber stamp seal of the prospective Resolution Applicant.

Where the Prospective Resolution Applicant is a consortium, each member of the consortium shall individually execute and furnish this Confidentiality Undertaking.]

To,

CA Vinod Tarachand Agrawal

Resolution Professional

Osia Hyper Retail Limited (In CIRP)

IBBI Reg. No: IBBI/IPA-001/IP-P00641/2017-18/11090

204, Wall Street-1, Near Gujarat College, Ellisbridge, Ahmedabad – 380006

Email: cirp.osia@npvinsolvency.in

UNDERTAKING UNDER SECTION 29 OF THE INSOLVENCY AND BANKRUPTCY CODE 2016 AND REGULATION 36(4) OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 TO MAINTAIN CONFIDENTIALITY

1. We/ I note & understand that:
 - (i) information contained in the IM is confidential information and can be made available to a Resolution Applicant only after obtaining an undertaking of confidentiality as required under Section 29 of the Insolvency and Bankruptcy Code, 2016 and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“CIRP Regulations”) only for the purpose of the Transaction.
 - (ii) Any additional or supplementary information or clarification besides the IM, including those provided by way of email or on telephone or in meetings provided to us by the Resolution Professional or his team members, including legal

advisors, are also confidential in nature and shall be construed as a part of the IM.

2. The IM, together with any additional or supplementary information (including the liquidation value of Osia Hyper Retail Limited as and when made available) or clarification, including those provided by way of emails or on telephone or in meetings by the Resolution Professional or his team members, including advisors is referred to as “Confidential Information”.
3. We are executing this undertaking of confidentiality to maintain confidentiality in respect of the information contained in the IM as mandated by the Insolvency and Bankruptcy Code, 2016 and IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
4. In terms of Section 29 of the Insolvency and Bankruptcy Code, 2016 and Regulation 36 of IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, We unconditionally and irrevocably agree and undertake:
 - (i) to maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain or undue loss to ourselves or any other person.
 - (ii) in terms of Section 29(2) of the Insolvency and Bankruptcy Code, 2016, to –
 - (a) comply with provisions of law for time being in force relating to confidentiality and insider trading in relation to such Confidential Information.
 - (b) protect any intellectual property of Osia Hyper Retail Limited and its subsidiary companies which we may have access to;
 - (c) not share this information with any third party unless it is shared on a strict need-to-know basis and clauses (a) and (b) above are complied with;
 - (iii) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our affiliates, including, for avoidance of any doubt, our and their directors, officers, Osia Hyper Retail Limited employees, agents or advisors, including, without limitation, financial advisors, attorneys, bankers, consultants and accountants, and potential financing sources (collectively, our “Representatives”) who need to know such information for the purpose of the Transaction, provided that such Representatives are also bound by the same confidentiality obligations as us. We will be solely responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives.
5. We accept and acknowledge that Confidential Information has been developed or obtained by Osia Hyper Retail Limited through investment of significant time, effort and expense, and that Confidential Information is valuable, special and unique asset of Corporate Debtor, which provides Corporate Debtor with a significant competitive advantage, and needs to be protected from improper disclosures. We further understand and accept that the information contained in the Confidential Information, as updated from time to time, cannot be used for any purpose other than for the Transaction. Accordingly, we unconditionally and irrevocably agree and undertake to ensure that our Representatives agree to:

- (i) maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to themselves /us or undue loss to any other person including Corporate Debtor or any of its creditors and stakeholders.
 - (ii) keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information;
 - (iii) protect any intellectual property of Corporate Debtor that they may have access to; and
 - (iv) use Confidential Information solely for the purpose of the Transaction and not for any other purpose.
6. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- (i) information is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
 - (ii) prior to its disclosure in connection with the Transaction, it was already in our or our Representatives' possession (other than such information made available by the Resolution Professional at any time during the CIR process of Corporate Debtor, which information shall be construed as Confidential Information and shall be bound by the terms of this confidentiality undertaking); or
 - (iii) is or has been developed independently by us or our Representatives without reference to or reliance on the Confidential Information disclosed under this undertaking of confidentiality; or
 - (iv) information was or becomes available on a non-confidential basis from a source that is not known by us or our Representatives to be prohibited from disclosing such information by any contractual, legal, or fiduciary obligation; or
 - (v) prior consent by the Resolution Professional is provided for disclosure in writing; or
 - (vi) information that is required to be disclosed by us (to the extent required to be disclosed) by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process, order of a judicial, regulatory or administrative authority (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) or the guidelines of regulatory/administrative authority or stock exchange.
7. This undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.
8. We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating Confidential Information separate from our own confidential information.

9. We understand and undertake, in the event of abandonment of the Resolution Plan submission process and non-submission of the Resolution Plan; or not being shortlisted for the submission of the Resolution Plan; or our Resolution Plan not qualifying for being placed before the CoC; or the CoC rejecting our Resolution Plan; or the NCLT not approving our Resolution Plan; or in the event the Resolution Professional calls upon us in writing to do so, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the Resolution Professional or its representatives, without retaining a copy thereof, in electronic or any other form. Notwithstanding anything stated therein, we are permitted to retain information pursuant to our automatic archiving and back-up procedures; provided however, that the copy/information retained by us shall not be used by us in any manner to cause an undue gain to us or undue loss to any other person including Corporate Debtor or any of its creditors and stakeholders and shall be bound to the confidentiality obligations under this undertaking.
10. This undertaking of confidentiality, except for the provisions stated in the clause 4 above, shall remain valid for a period of two (2) years after it is executed, notwithstanding whether the Resolution Plan submitted by us is placed before the CoC or not or whether it is approved by the CoC or not and even after completion of the corporate insolvency resolution process of Corporate Debtor.
11. We understand that if we or our Representatives disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or Corporate Debtor shall be entitled to pursue remedies including legal recourse to safeguard its interest under undertaking of confidentiality. We hereby acknowledge and agree that in the event of breach or threatened breach of the terms of this confidentiality undertaking, the Resolution Professional shall be entitled to all remedies available under law or equity.
12. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or willful default.
13. We hereby represent and warrant that we have the requisite power and authority to execute, deliver and perform our obligations under this confidentiality undertaking.
14. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the courts at Ahmedabad shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

Signed for and on behalf of [Insert name of the Resolution Applicant]

Signature and official stamp

“ANNEXURE – F”

DECLARATION UNDER SECTION 29A OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016

Execution instructions:

[This Confidentiality Undertaking / Declaration shall be executed on a non-judicial stamp paper of Rs. 300/- for the State of Gujarat. The applicable stamp duty shall vary depending on the state in which this document is executed. Foreign companies submitting an Expression of Interest or Resolution Plan must comply with the applicable laws of their respective countries and ensure that all documents submitted as part of the Expression of Interest or Resolution Plan are duly apostilled/consularized, as applicable, and that the appropriate stamp duty in India is paid prior to submission to the Resolution Professional. If executed outside India, the document shall be apostilled/consularized, as applicable, and stamped at the place of receipt within India before submission to the Resolution Professional.]

The execution of this affidavit must be authorized by a duly passed resolution of the board of directors of the prospective Resolution Applicant or any sub-committee of the board (if so, authorized by the board).

Each page of the affidavit is required to be signed by the prospective Resolution Applicant at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the prospective Resolution Applicant.

Where the Resolution Applicant is a consortium, said affidavit shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.]

AFFIDAVIT

I, [name of the chairman/ managing director/ director/ authorized person of Resolution Applicant, authorised by the Board of the Resolution Applicant for giving such affidavit], son of [], aged about [] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [], on behalf of [name of the Resolution Applicant] having registered office at [] (“Resolution Applicant”, a term which also includes any person acting jointly with the Resolution Applicant), do solemnly affirm and state to the committee of creditors (“CoC”) of OSIA HYPER RETAIL LIMITED and the Resolution Professional of the Company (“RP”) as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Resolution Applicant in terms of the [resolution of its board of directors/ power of attorney- to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any ‘connected person’ (as defined under Section 29A of the Insolvency and Bankruptcy Code, 2016, as amended from time to time (Code”)) and nor any other person covered under Section 29A of the Code:

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);

(c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan;

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

(d) has been convicted for any offence punishable with imprisonment—

(i) for two years or more under any Act specified under the Twelfth Schedule;
or

(ii) for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);

Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

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

(i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

(j) has a connected person not eligible under clauses (a) to (i).

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression “related party” shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into

equity shares or completion of such transactions as may be prescribed, prior to the insolvency commencement date.

3. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtor.
4. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:
 - A. withdrawn or sought any deviation to its Resolution Plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the Resolution Plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document / note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);
 - B. had any Resolution Plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;
 - C. failed to implement its Resolution Plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or
 - D. in order to avoid the obligations under its Resolution Plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process thereunder issued by a Resolution Professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the Resolution Plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.
5. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a Resolution Plan and it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate that the Resolution Applicant is eligible under the Code and the rules and regulations thereunder to submit a Resolution Plan in respect of the Company.
6. That the Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
7. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or Resolution Plan to be submitted by the Resolution Applicant or any other person acting jointly with it and such evaluation shall be on

the basis of the confirmations, representations and warranties provided by the Resolution Applicant under this affidavit.

8. That the Resolution Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility and assessing, agreeing and approving the Resolution Plan submitted by the Resolution Applicant.
9. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.
10. That the Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Company, after the submission of this affidavit.
11. That if, at any time after the submission of this affidavit and before the approval of the Resolution Applicant's Resolution Plan by the Hon'ble National Company Law Tribunal under the Code, the Resolution Applicant becomes ineligible to be a Resolution Applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the RP and the CoC.
12. That this affidavit shall be governed in accordance with the laws of India and the NCLT Ahmedabad shall have the exclusive jurisdiction over any dispute arising under this affidavit.

SOLEMNLY AFFIRMED AT

ON THIS THE [] DAY OF [] 2026

DEPONENT

Before me,

Notary/ Oath Commissioner

VERIFICATION:

I, [name of the Chairman/Managing Director/Director/Authorized Person of Resolution Applicant, authorised by the Board of the Resolution Applicant company (in case of a company) for giving such affidavit], the deponent above named, on behalf of [name of the Resolution Applicant], having registered office at [], do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing material has been concealed therein.

Verified at [], on this the [] day of [] 2026.

DEPONENT

“ANNEXURE – G”

UNDERTAKING UNDER REGULATION 36A(7) OF IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

(To be executed on Rs. 300/- stamp paper)

To,

CA Vinod Tarachand Agrawal

Resolution Professional

Osia Hyper Retail Limited (In CIRP)

IBBI Reg. No: IBBI/IPA-001/IP-P00641/2017-18/11090

204, Wall Street-1, Near Gujarat College, Ellisbridge, Ahmedabad – 380006

Email: cirp.osia@npvinsolvency.in

Dear Sir,

SUBJECT: UNDERTAKING UNDER REGULATION 36A(7) OF THE IBBI (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016, INCLUDING COMPLIANCE WITH SECTION 25(2)(h) OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016.

I/We understand that the Corporate Insolvency Resolution Process ("CIRP") of Osia Hyper Retail Limited ("Corporate Debtor") has commenced pursuant to the order dated April 28, 2026, passed by the Hon'ble National Company Law Tribunal, Ahmedabad Bench-II, under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code"), whereby NPV Insolvency Professionals Private Limited, through its Director Mr. Janak Jagjivan Shah, was appointed as the Interim Resolution Professional.

I/We further understand that, in accordance with Regulation 17(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Interim Resolution Professional shall continue to perform the functions and discharge the duties of the Resolution Professional until the Committee of Creditors appoints a Resolution Professional under the provisions of the Code.

Pursuant to the invitation issued for submission of Expression of Interest ("EOI") under Regulation 36A of the CIRP Regulations, I/We hereby submit this Undertaking in accordance with Regulation 36A(7) of the CIRP Regulations and declare as under:

1. Eligibility as per Criteria Approved by CoC

I/We confirm that I/We meet the eligibility criteria as specified in the detailed invitation for Expression of Interest dated June 26, 2026, issued in accordance with Regulation 36A(7)(a) of the CIRP Regulations and clause (h) of sub-section (2) of section 25 of the Insolvency and Bankruptcy Code, 2016.

2. Eligibility Under Section 29A of the Code

I/We hereby undertake that I/We do not suffer from any ineligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016, to the extent applicable, and confirm that relevant information and records enabling assessment of such eligibility have been provided (Regulation 36A(7)(c) & (d)).

3. Obligation to Intimate Change in Eligibility

I/We undertake to promptly inform the Resolution Professional in the event I/We become ineligible under Section 29A at any time during the Corporate Insolvency Resolution Process (Regulation 36A(7)(e)).

4. Accuracy of Information Furnished

I/We confirm that all information and record provided in the Expression of Interest is true, correct, and complete in all respects. I/We understand that discovery of any false information or record at any stage will render me/us ineligible to submit a Resolution Plan and may result in forfeiture of any refundable deposit and attract penal action under the Code (Regulation 36A(7)(f)).

5. Confidentiality Undertaking

I/We further undertake to maintain complete confidentiality of all information provided and not to use such information to cause undue gain or undue loss to myself/ourselves or any other person, and to comply with Section 29(2) of the Code (Regulation 36A(7)(g)).

6. Compliance with Applicable Laws

I/We undertake to comply with all applicable provisions of the Insolvency and Bankruptcy Code, 2016, the CIRP Regulations, the rules made thereunder, directions issued by the Resolution Professional, decisions of the Committee of Creditors, and all other applicable laws, regulations and guidelines in connection with the CIRP of the Corporate Debtor.

On behalf of the firm/company/organization:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

“Annexure H”

**UNDERTAKING BY THE PROSPECTIVE RESOLUTION APPLICANT FOR MAINTAINING
CONFIDENTIALITY OF FAIR VALUE**

Date: _____

To,

CA Vinod Tarachand Agrawal

Resolution Professional

Osia Hyper Retail Limited (In CIRP)

IBBI Reg. No: IBBI/IPA-001/IP-P00641/2017-18/11090

204, Wall Street-1, Near Gujarat College, Ellisbridge, Ahmedabad – 380006

Email: cirp.osia@npvinsolvency.in

Subject: Undertaking for Receipt of Fair Value and Non-Disclosure

I/We, _____, a Prospective Resolution Applicant ("PRA") in respect of Osia Hyper Retail Limited (In CIRP) ("Corporate Debtor"), hereby submit this undertaking in connection with the Corporate Insolvency Resolution Process ("CIRP") of the Corporate Debtor under the Insolvency and Bankruptcy Code, 2016 ("IBC").

In consideration of the Resolution Professional sharing, or proposing to share, the Fair Value of the Corporate Debtor with us, I/We hereby irrevocably undertake and confirm as follows:

1. I/We understand and acknowledge that the Resolution Professional may, subject to the provisions of the Insolvency and Bankruptcy Code, 2016, the applicable regulations framed thereunder, and the approval of the Committee of Creditors, wherever applicable, share the Fair Value of the Corporate Debtor with us solely for the purpose of evaluating the Corporate Debtor and preparing and submitting a Resolution Plan. I/We further acknowledge and undertake that, once shared, the Fair Value shall constitute Confidential Information and shall be treated as strictly confidential in accordance with the terms of this undertaking and the applicable provisions of the Insolvency and Bankruptcy Code, 2016 and the regulations framed thereunder.
2. I/We undertake that the Fair Value, if shared with us, shall be used solely for the purpose of evaluating the Corporate Debtor and preparing and submitting a Resolution Plan under the CIRP and shall not be used for any other purpose whatsoever.
3. I/We agree to maintain appropriate safeguards to prevent any unauthorized access, disclosure or misuse of the Fair Value and shall take all reasonable measures to preserve the confidentiality of such information.
4. I/We acknowledge that any unauthorized disclosure or misuse of the Fair Value may prejudice the CIRP and cause irreparable harm to the Corporate Debtor and its stakeholders. Accordingly, I/We acknowledge that the Resolution Professional and/or any affected stakeholder shall be entitled to take appropriate legal action and seek

remedies available under the Insolvency and Bankruptcy Code, 2016 and other applicable laws.

5. Upon completion of the CIRP, withdrawal of our participation in the process, or upon the request of the Resolution Professional, I/We shall promptly return or permanently destroy all documents, records and copies containing the Fair Value, except where retention is required under applicable law.
6. This undertaking shall remain valid and binding throughout the CIRP and shall continue to remain effective even after the completion of the CIRP unless disclosure is required under applicable law or expressly permitted in writing by the Resolution Professional.
7. This undertaking shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this undertaking shall be subject to the exclusive jurisdiction of the Hon'ble National Company Law Tribunal having jurisdiction over the Corporate Debtor and the courts/tribunals having appellate jurisdiction thereover.

We further understand and accept that the information contained in the Confidential Information, as updated from time to time, cannot be used for any purpose other than for the Transaction. Accordingly, we unconditionally and irrevocably agree and undertake to ensure that our Representatives agree to:

- (i) maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to themselves / us or undue loss to any other person including corporate debtor or any of its creditors and stakeholders;
- (ii) keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information;
- (iii) protect any intellectual property of corporate debtor that they may have access to; and
- (iv) use Confidential Information solely for the purpose of the Transaction and not for any other purpose.

I/We hereby confirm that I/We have carefully read and understood the contents of this undertaking and agree to be bound by its terms. I/We further request the Resolution Professional to share the Fair Value of the Corporate Debtor, if considered appropriate, on the basis of this undertaking.

For and on behalf of the Prospective Resolution Applicant

Name: _____

Designation: _____

Organisation: _____

Signature: _____

Date: _____

Place: _____