

## **E-AUCTION PROCESS INFORMATION DOCUMENT**

Invitation for Bids for E-Auction of Assets of PSL Limited (in Liquidation) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”) by an Order of the Hon’ble National Company Law Tribunal, Ahmedabad Bench (“NCLT”) dated 11<sup>th</sup> September 2020

### **Date of Public Announcement**

**“29<sup>th</sup> July 2022”**

### **Date of E-Auction**

**“30<sup>th</sup> August 2022”**

### **Issued by:**

Nitin Jain- Liquidator

IBBI Regn. No: IBBI/ IPA-001/ IP-P-01562/ 2019-20/12462

### **PSL Limited**

(A Company under Liquidation Process *vide* NCLT’s Order dated 11<sup>th</sup> September 2020)

**Registered Office of the Company:** Kachigam Daman, Union Territory of Daman and Diu,  
India 396210

*Nitin Jain, Partner AAA Insolvency Professionals LLP is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is IBBI/ IPA-001/ IP-P-01562/ 2019-20/12462. Nitin Jain has been appointed as the Liquidator of PSL Limited (in Liquidation) by Hon’ble National Company Law Tribunal (NCLT), Ahmedabad Bench vide order dated 11<sup>th</sup> September 2020 to manage, protect, sell and liquidate the properties, assets, business and other affairs of PSL Limited (in Liquidation).*

### **Address for Correspondence:**

**Mr. Nitin Jain**

### **AAA INSOLVENCY PROFESSIONALS LLP**

**IBBI Registered Address:** - E 337 Ground Floor, Greater Kailash - I, New Delhi, National Capital Territory of Delhi, 110048

**Communication Address:** E-10A, Kailash Colony, Greater Kailash, New Delhi 110048.

**Email :** [psl.limited@aaainsolvency.com](mailto:psl.limited@aaainsolvency.com) ; [nitinjain@aaainsolvency.com](mailto:nitinjain@aaainsolvency.com)

**Contact No.:** 8800865284

**Notes:**

1. This E-Auction Process Information Document is issued only for the Interested Bidders.
2. This E-Auction Process Information Document is issued only for the Bidders interested in participating in the auction process of sale of assets on a **‘Piecemeal Basis’** during liquidation process of PSL Limited.
3. The terms and conditions, timelines, etc. for participating in the electronic auction are provided in this E- Auction Process Information Document.
4. The timelines, notifications and other details for the E-Auction Process are available on the website (<https://insolvencyandbankruptcy.in/public-announcement/psl-limited/https://insolvencyandbankruptcy.in/public-announcement/psl-limited/> of AAA Insolvency Professionals LLP, the Insolvency Professional Entity of the Liquidator and will also be available on the website / link of the E-Auction Service Provider. Bidders desirous to submit their Bid have to submit their Bid on E-Auction portal of the E-Auction Service Provider, which shall be published on the website (www.insolvencyandbankruptcy.in) of Insolvency Professional Entity of the Liquidator.
5. The term “Sale of the Company or assets of the Corporate Debtor” whichever used in this document shall mean, Sale of the assets as mentioned in the sale notice are in accordance with the provisions of IBC, Liquidation Process Regulations and this E-Auction Process Information Document.
6. The entire process shall be subject to extant Regulations, the Code and approval of the Adjudicating Authority.
7. Bidders desirous to submit their Bid have to submit their Bids on E-Auction Portal <https://www.aaa.auctiontiger.net>

## **DISCLAIMER**

The purpose of this E-Auction Process Information Document is to lay out the process for submitting the Bid by the prospective Bidders through E- Auction for participating in the process of sale of assets in accordance with the provisions of E- Auction Process Information Document, IBC and Liquidation Process Regulations. Neither this E-Auction Process Information Document nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This E-Auction Process Information Document does not solicit the prospective bidders and the liquidator is not responsible for any action taken by prospective bidders based on the material contained in this document.

This E-Auction Process Information Document is not a statutory document, and it has not been approved or registered with any regulatory or statutory authority of government of India or any state government or by any stock exchange in India or any other jurisdiction. Nothing herein contained or materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.

It is to be noted that no information being provided in this E-Auction Process Information Document claims to be comprehensive. Independent due diligence of the intended user/recipient of this E-Auction Process Information Document or by the Bidder is highly recommended. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted or will be expressly disclaimed by the Liquidator or by any of his representatives, officers, agents, or the Company or in relation to the accuracy, fairness, authenticity or completeness of this E-Auction Process Information Document or any other written or oral information made available to any prospective Bidder or its advisors. In so far as the information contained in this E-Auction Process Information Document includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this E-Auction Process Information Document, the Bidder shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator.

This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient

of this E-Auction Process Information Document, without prior written approval from the Liquidator. Distributing or taking/ending/dispatching/transmitting this E-Auction Process Information Document in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this E-Auction Process Information Document comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, directors, employees, agents, representatives or managers of the process shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator or SCC.

Neither the Liquidator (NITIN JAIN), nor his Insolvency Professional Entity (AAA INSOLVENCY PROFESSIONALS LLP), its / his Partners, Directors, colleagues, advisors, agents, employees, representatives, affiliates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator or SCC.

Further, apart from the provisions set out in this E-Auction Process Information Document, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC and Liquidation Process Regulations as well as all laws in force that are or may be applicable to the Bidder or the intended manner of sale envisaged under this E-Auction Process Information Document and for obtaining consents, waiver from requisite regulatory and statutory approvals from the concerned regulators, third parties and governmental authorities in order to consummate the sale process as contemplated in the E-Auction Process Information Document.

Under no circumstances shall the Bidder make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his written permission. The Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the Confidentiality Undertaking and provisions of IBC.

No Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage,

cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Information Document and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document, and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

The sale of the Company is proposed to be done on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis and the proposed sale of the Company on basis does not entail transfer of any others title, except the title which the Company had on its assets as on date of transfer subject to terms and condition of this E-Auction Document. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immovable assets of the Company if found at the time of handover to successful bidder in comparison to actual availability at site and contents of this document.

The Bidders shall bear all costs and charges associated with or relating to the preparation and submission of this Bid including but not limited to physical and electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any others costs incurred in connection with or relating to its Bid including expenses incurred on due diligence by prospective bidders.

This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the prospective Bidders or any others person. The objective of this E- Auction Process Information Document is to provide prospective Bidders with information that may be useful to them in making their Bid. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.

Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. This E-Auction Process Information Document may not be all inclusive and may not contain all of the information that the recipient may consider material for the purpose of submission of its Bid. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.

The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Liquidator, or any of his respective professional advisors, affiliates, or Representatives for showing any favor in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.

Neither the information in this E-Auction Process Information Document nor any others written nor oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.

It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this Disclaimer, which forms an integral part of this E- Auction Process Information Document.

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## **1. INFORMATION MUST BE READ BEFORE BIDDING**

- 1.1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of PSL Limited (in liquidation) being sold on Piecemeal basis (the “**Company**” or “**Corporate Debtor**”) under Regulation 32 of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
- 1.2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document and the Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
- 1.3. The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or any others form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E-Auction Process Information Document.
- 1.4. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.
- 1.5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to declare one of the bidder as Successful Bidder for the sale of assets on piece meal basis and the Liquidator in consultation with SCC, reserves his right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
- 1.6. E-Procurement Technologies Limited, A – 801, Wall Street-II, Opposite Orient Club, Near Gujarat College, Ellis’s bridge, Ahmedabad (**E-**



**Auction Service Provider**”) has been appointed as the E-Auction Service Provider. The sale of the company’s assets is being undertaken by the E-Auction Service Provider for and on behalf of the liquidator through an E-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the E-auction are as follows:

<b>Type of Bid</b>	<b>E-Auction</b>
Seller	Nitin Jain (Liquidator for PSL Limited)
Website of E-Auction service provider	<a href="https://aaa.auctiontiger.net">https://aaa.auctiontiger.net</a> .
Service Provider	E-Procurement Technologies Limited, A-801, Wall Street –II, Opp. Orient Club, Near Gujarat College, Ellis’s bridge, Ahmedabad – 380006. Contact Person: Mr. Praveen Kumar Email ID - <a href="mailto:nclt@auctiontiger.net">nclt@auctiontiger.net</a> Mobile No. – 9722778828 - 079 6813 6854/55/51 079-6813 6800
Annexures and Formats	<b>Format A: Format for Bank Guarantee for EMD</b> <b>Format B: Format for Bank Guarantee for EMD by Associate Company</b> <b>Annexure I : Affidavit and Undertaking</b> <b>Annexure II: Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded)</b> <b>Annexure III: Bid Application Form (to be duly filled in and signed and stamped by the bidder and uploaded)</b> <b>Annexure IV: Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bids &amp; Condition of the E-auction)</b> <b>Annexure V: Confidentiality Undertaking</b> <b>Annexure VI: Affidavit by the applicant</b> <b>Annexure VII: Details of the Bidder</b>

	<b>Annexure VIII:</b> Undertaking by the bidder <b>Annexure IX:</b> <i>Asset Information Sheet</i>
Special Instructions	Please note that this bidding is a serious matter and last-minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders.

- 1.7. All terms and conditions with respect to the sale of assets of the company shall be governed by the decisions of the Liquidator in consultation with Stakeholders Consultation Committee, directions of NCLT or any appellate authority and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale of company's asset on piece meal basis and it would be open to the Liquidator to appoint such experts, professionals or others persons, as the Liquidator might think necessary, in consultation with SCC, so as to enable the sale.
- 1.8. The Annexures to this E-Auction Process Information Document shall form an integral part himself and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.
- 1.9. The Bidder shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.
- 1.10. The laws of the Republic of India are applicable to this E-Auction Process Information Document.

## 2. KEY DEFINITIONS

- 2.1 “**Affidavit and Undertaking**” shall mean the affidavit and undertaking provided by the Bidders substantially in form and manner as annexed in **Annexure I** hereto.

- 2.2 **“Applicable Law(s)”** shall mean, any or all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations this to, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or others body applicable for such transactions including but not limited to the IBC Code, IBBI Regulations, IBBI Liquidation Process Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Income Tax Act, 1961, The Goods and Services Tax Act, 2017, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;
- 2.3 **“Bid”** means, any bid or offer along with others documents, submitted by the Bidder(s) as required in terms of the Public Advertisement and E- Auction Process Information Document issued by the Liquidator and in accordance with the provisions of IBC read together with the Liquidation Process Regulations as amended from time to time and the Applicable Law(s).
- 2.4 **“Bidder(s)”** shall mean a Person or Persons as the case may be, who submitted a Bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires.
- 2.5 **“Bid Application Form”** shall mean the form as specified in **Annexure II** of this E-Auction Process Information Document.
- 2.6 **“Bid Declaration Form”** shall mean a declaration by the Bidders in form as specified in **Annexure III** of this E-Auction Process Information Document.
- 2.7 **“Company”** or **“Corporate Debtor”** shall mean PSL Limited, a company incorporated in India, having its registered office at 1 Kachigam Daman, Union Territory of Daman and Diu, India 396210
- 2.8 **“Confidential Information”** shall mean any and all information and others

materials disclosed, furnished, communicated or supplied by the Company to any bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include (without limitation) the following types of information of a similar nature: any commercial and or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and others information related to price lists and pricing policies and any other information which the Company identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Liquidator or his representatives pursuant to the liquidation process or through the Confidentiality Undertaking;

- 2.9 **“Confidentiality Undertaking”** shall mean an undertaking as specified in **Annexure V** herewith.
- 2.10 **“Data Room”** shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company.
- 2.11 **“E-Auction Process”/“ E-Auction”** shall mean the electronic auction process for sale of the Company conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E- Auction Process Information Document inviting Bid from the Bidders for consummating the sale of Company on basis in accordance with the provisions of IBC and Liquidation Process Regulations.
- 2.12 **“E-Auction Process Information Document”** means this document including all the annexures, formats hereto, Information Memorandum, Data Room information / documents, for the purposes of setting out the process for submission of a bid and selection of Successful Bidder in accordance with the provisions of the IBC and Liquidation Process Regulations and shall include all supplements, modifications, amendments, addendums, alterations or clarifications this to issue in accordance with the terms himself;
- 2.13 **“Eligibility Criteria”** shall mean the legal criteria as specified in the Clause 5 of this

E- Auction Process Information Document.

- 2.14 “**IBC**”/“**Code**” shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time.
- 2.15 “**Adjudicating Authority**” shall mean the NCLT, acting in its capacity as the adjudicating authority under the IBC, the NCLAT in an appeal and the Supreme Court in an appeal thereafter as the case may be.
- 2.16 “**LOI**” shall mean the letter of intent issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the sale of Company on basis, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations.
- 2.17 “**Liquidation Process Regulations**”/ “**Regulations**” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time.
- 2.18 “**Liquidator**” means Mr. Nitin Jain, an insolvency professional registered with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/ IPA-001/ IP-P-01562/ 2019-20/12462, appointed by NCLT, vide its order dated 11<sup>th</sup> September 2020.
- 2.19 “**NCLT**” shall mean the National Company Law Tribunal, Ahmedabad Bench.
- 2.20 “**NCLAT**” shall mean the National Company Law Appellate Tribunal.
- 2.21 “**Person**” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not.
- 2.22 “**Public Advertisement**” shall mean an announcement dated 07.04.2022 in newspaper(s) inviting an expression of interest from the Bidders, who shall submit their Bid to participate in the liquidation process of the Company in accordance with

the provisions of IBC and Liquidation Process Regulations.

- 2.23 “**Qualified Bidder(s)**” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.
- 2.24 “**Representatives**” shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorized by such Person pursuant to corporate authorizations, powers of attorney, or contract.
- 2.25 “**Site Visit**” shall mean a visit to the Site; and
- 2.26 “**Successful Bidder**” means, the Qualified Bidder whose Bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase as per the provision of this E-Auction Process Information Document, provisions of IBC and the Liquidation Process Regulations and shall include the SPV (if any) through which the Successful Bidder proposes to consummate the sale transaction as per this E-Auction Process Document.
- 2.27 “**Stakeholders Consultation Committee**” (SCC) A committee formed by the liquidator as per regulation 31A of IBBI (Liquidation Process) Regulations 2016.
- 2.28 “**Taxes**” means any taxes including any stamp duty, interest tax, excise duties, customs duties, value added tax, sales tax, local taxes, charges, cess, income tax, TDS, TCS, GST, CST, entry tax, octroi and any impost or surcharge of like nature (whether central, state or local) charged, levied or imposed by any governmental authority, as per the requirements of Applicable Laws.

*Capitalized terms used herein but not defined otherwise shall have meaning prescribed to them under the provisions of the IBC, the Liquidation Process Regulations and Applicable Law(s) to such terms as the context may require.*

### **3. INTRODUCTION**

- 3.1 The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 11<sup>th</sup> September 2020. As per the said order, Nitin Jain has been appointed as the Liquidator.
- 3.2 It is the endeavor of the Liquidator to sell the un-attached assets comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
- 3.3 The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
- 3.4 The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.

#### **4. THE COMPANY AND IT'S ASSETS OVERVIEW**

##### **Brief Background:**

*PSL Limited a company incorporated in 1987, having its registered office at Kachigam Daman, Union Territory of Daman & Diu, India 396210, is a public listed entity and is one of the largest pipe manufacturing capacities of H-SAW (Helical Submerged Arc Welded) pipes in India with an annual capacity of 1.5 mn MT. It has 4 operational manufacturing plants located at Chennai, Vishakhapatnam, Varrsana and Jaipur. The Corporate Debtor on account of lack of availability of working capital is doing only job work, and had revenues and other income equal to Rs. 77.65 Crores in Financial Year 2020. The Company has been engaged in HSAW pipe manufacturing, helical two step manufacturing, high performance corrosion protection and other ancillary services. The detailed information of the Company and information memorandum is also uploaded in the Data Room.*

##### **Present Status:**

*NCLT has vide the Liquidation Order had ordered commencement of liquidation process of the Company as per Section 33 of the IBC read with Liquidation Process Regulations. Pursuant to the Liquidation Order, the Resolution Professional was appointed as the Liquidator to perform its duties as per the provisions of the IBC and Liquidation Process Regulations. The Liquidator is in the process of inviting qualified bidders to participate in the E- Auction for sale of un-attached assets in accordance with the provisions of IBC and Liquidation Process Regulations.*

##### **Update on Liquidation process: -**

As stated above that the said corporate debtor is under Liquidation process vide liquidation order dated 11.09.2020. Accordingly, as per the provision of IBC 2016 the liquidator made various efforts to sell the company as Going Concern. In April 2021 an E-auction was conducted and a successful bidder bid to buy the company as a Going Concern. Later this transaction was approved by NCLT, Ahmedabad on 08.09.2021. Further 02.12.2021 the Enforcement directorate issued a provisional attachment order, attaching the assets of the Company. The liquidator filed an application in the Delhi High Court and a single Judge



on 15.12.2020 passed an order which entitled liquidator to proceed further with the liquidation process in accordance with the provisions of the IBC and Enforcement Directorate was restrained from taking any coercive action against the liquidation estate of the corporate debtor or the corpus gathered by the Liquidator in terms of the sale of liquidation assets as approved by the Adjudicating Authority under the IBC.

Post the Judgement passed by the Hon'ble High Court of Delhi on 15.12.2021, the Enforcement Directorate filed an LPA (Letter Patent Appeal) against the above-mentioned Judgement before the Hon'ble High Court on 21.12.2021, which was heard by the Division Bench on 24.12.2021. The order was passed to maintain "*status quo*" of the assets of the PSL Limited

It is pertinent to note that vide order dated 22.02.2022 passed by the Division Bench of Delhi Hon'ble High Court, the Successful Bidder submitted a statement in the High Court stating that they want to withdraw their bid from PSL Limited.

Thereafter, an application bearing CM Appl. 20914/2022 for sale of un-attached assets of the corporate debtor was filed by the liquidator on 22.04.2022 before the Hon'ble Delhi High Court. The Application for sale of un-attached assets was heard on 02.05.2022 and the bench allowed the Liquidator to proceed further with respect to sale of un-attached assets (including scrap) which have not been attached vide Provisional Attachment Order dated 02.12.2021.

Accordingly, the SCC was convened on 31<sup>st</sup> May 2022 and 04<sup>th</sup> July, 2022 wherein they have consulted and agreed on reserve price of these assets (Including Scrap) and the said sale notice is being done for un-attached assets only. A copy of relevant order are attached in VDR.

## **5. ELIGIBILITY**

A Bidder shall not be eligible to submit a Bid in relation to the sale of the Company if it fails to meet the Legal Criteria and Pre-Bid Qualifications as set out below:

### **5.1. LEGAL CRITERIA:**

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase of

assets of the Company if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (as amended from time to time). A careful reading of Section 29-A of the IBC states that a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person –

- a) Is an undischarged insolvent.
- b) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 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) 3 [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 nonperforming asset accounts before submission of resolution plan: 1 Provided furthers 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.*

*Explanation I. - For the purposes of this proviso, 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, prior to the insolvency commencement date.*

*Explanation II.— For the purposes of this clause, where a resolution*

*applicant 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 and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;*

- 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 expiry of a period of two years from the date of his release from imprisonment: Provided furthers 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.
 

*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 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 favor 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)?

*Explanation – For the purposes of this clause, the expression “connected person” means*

- i. Any person who is the promoter or in the management or control of the E-auction process applicant; or*
- ii. Any person who shall be the promoter or in management or control of the assets of the Company pursuant to sale thereof as part of the liquidation process of the Company; or*
- iii. The holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii)*

*Provided that nothing in clause (iii) of this Explanation shall apply to a bidder where such bidder 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, prior to the insolvency commencement date.*

*Explanation II—For the purposes of this section, “financial entity” shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely: —*

- (a) a scheduled bank.*

- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding.*
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999).*
- (d) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002).*
- (e) An Alternate Investment Fund registered with Securities and Exchange Board of India.*
- (f) Such categories of persons as may be notified by the Central Government*

## **5.2. PRE-BID QUALIFICATION**

A bidder shall not be eligible to submit a bid during the auction process, if the following eligibility criteria, being the pre-bid qualifications are not met:

### **Eligibility Criteria for Companies/LLP/OPC registered with Registrar of Companies under Companies Act**

- a) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws.
- b) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets.

**Eligibility Criteria for Firms/Sole Proprietorship/HUF/Partnership**

- a) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws.
- b) None of its designated partners/partners are disqualified to act as a ‘director’ under the Companies Act, 2013.
- c) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets.

Prior to bidding, the bidder is required to provide the latest Financial Statements and other necessary documents required to assess the above criteria to the Liquidator. The Liquidator, in consultation with Stakeholders' Consultation Committee has a discretion to accept bids/offers/interest which are not fulfilling the above minimum eligibility criteria, in case, the same ensures highest realization to the stakeholders.

**6. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER**

Therefore, the E-Auction Process Applicant or the Bidder would need to submit the following forms, documents and authorizations as part of the Auction Plan by the bidder(s):

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide’ **Annexure I**
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide’ **Annexure II**, and duly filled, signed and stamped **Declaration by Bidders** attached vide’ **Annexure III**.

Please note that only the eligible bidders will gain access to documentation, additional information required for due diligence, after due submission of the

required bid form and declaration form. Further, if needed, the site visits for only the eligible bidders may also be coordinated by the Liquidator.

*Further, it should be noted that at any stage of the E-Auction process, the liquidator may ask for any documents from the prospective bidders to evaluate their eligibility. The liquidator, at his discretion may disqualify the prospective bidder for non-submission of the requested documents.*

## **7. PHYSICAL VERIFICATION AND SITE VISIT**

7.1 The Qualified Bidder is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to Site Visits shall be borne by the Qualified Bidder.

7.2 In Site Visit, the Qualified Bidder(s) may carry out its own comprehensive due diligence in respect of the Company and shall be deemed to have full knowledge of the condition of the Company, its assets, relevant documents, information etc. whether or not the Qualified Bidder actually inspects or participates in the Site Visit or verifies the document provided by the Liquidator. During the Site Visit, a Qualified Bidder shall not:

- (i) Take any photographs of the Site or take any documents back with it; or
- (ii) Initiate any discussion regarding the Liquidation Process, with the personnel at Site, during the course of its Site Visit.

7.3 The Qualified Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred in carrying out of due diligence, search of title to the assets and matters incidental to or for any purpose in connection with the Bid.

7.4 Any delay in completion of the Site Visit by the Qualified Bidder, shall not entitle the Qualified Bidder to any extension in the timelines, including the timeline for completion of such Site Visit or submission of the Bid, by or before the last date for submission of the Bid.

The Liquidator may coordinate a site visit for Qualified Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Qualified Bidders. The Liquidator will communicate, in advance, to such Qualified Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Qualified Bidder.

## **8. DUE DILIGENCE**

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidders. The information and documents shall be provided by the Liquidator in good faith.

The bidders are required to do their due diligence on the title of the property, and they are also responsible for the physical verification of the plant, machinery, equipment, stock, etc. lying at the plant sites before they participate in the bidding process. The Liquidator or the Stakeholders' Consultation Committee would not be responsible for any variation in the list of items of plant, machinery, stores, stocks, equipment, scrap, etc. available on the Data Room or separately supplied to the bidders. Any shortage in the material at site at the time of handing over possession would not be considered as a reason for any claim from the Liquidator or SCC and such shortage would also not be used as reason for any claim.

The successful bidder will have the option to depute his own security at the sites in addition to the security of the Liquidator from the date the 1<sup>st</sup> instalment is paid to the Liquidator.

The properties and assets of the Company are proposed to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer subject to terms and condition as mentioned in this E-Auction Process Document. The Company is being sold as a under regulations 32(a) of the Liquidation Process Regulations. This e-auction process is not for sale of the assets of the Company either in lump sum or in piecemeal.

## **9. SALE OF ASSETS UNDER LIQUIDATION**



- 9.1. The Liquidator under this E-Auction Process Document, proposes sale of Company on basis wherein Regulation 32 of the IBBI (Liquidation Process) Regulations, 2016 on piece meal basis:
- 9.2. It is clarified that the sale of the Company is being done on piece meal basis as per the provision of IBC 2016 through E -Auction and is limited to the assets as mentioned in the sale notice of in this E-Auction Document The procedure for the E-auction Process and the declaration of the Successful Bidder shall be as per the terms of the E-Auction Process Document. On the close of the E-auction, the Liquidator shall declare the Successful Bidder as per terms and condition of the said document.

## **10. ASSETS TO BE AUCTIONED AND RESERVE PRICES**

- 10.1. Identification of assets and liabilities for sale and methodology adopted for sale has been decided by the Liquidator in consultation with Stakeholders' Consultation Committee where it was decided to sell unattached assets of the corporate debtor. This document covers the terms and conditions for sale of some specified assets only and the Reserve Price has been fixed by Liquidator in consultation with the Stakeholders' Consultation Committee as under.

<b>Asset</b>	<b>Block</b>	<b>Reserve Price (Rs. Lacs)</b>	<b>Initial EMD Amount (Rs. Lacs)</b>	<b>Incremental Value (Rs. Lacs)</b>
Plant and Machinery including vehicles situated Pithampur Industrial Area, Bajrangpura, Madhya Pradesh – 454775	A	550.00	50.00	10.00
Skoda Fabia (MH 02 CB 5382), Year of manufacture- 2011, Petrol, Make- Skoda	B 1	1.62	0.16	0.05
Toyota Fortuner (GJ 12 BF 4060), Year of manufacture- 2012, Diesel Make- Toyota	B 2	8.19	0.81	0.05
Maruti Swift Dzire (DD 03 F 2867), Variant VXI, Year of	B 3	1.53	0.15	0.02

manufacture- 2011, Diesel, Make- Maruti				
Maruti Ritz (MH 02 BT 6592), Year of manufacture- 2010, Diesel, Make- Maruti	B 4	1.26	0.12	0.02
Maruti Zen Estilo (MH 02 BD 9474), Year of manufacture- 2007, Petrol, Make- Maruti	B 5	0.504	0.05	0.02
Honda CRV (MH 02 BG 2477), Year of manufacture- 2008, Petrol, Make- Honda	B 6	2.34	0.26	0.02
Hyundai Elantra MH-02-BD-9474), Year of manufacture- 2007, Petrol, Make- Hyundai [Scrap]	B 7	015	0.015	0.02

**NOTE: - The above mentioned amount does not include any tax. GST or any other tax if applicable will be charged as per applicable law over and above the highest bid amount.**

***Additional Notes:***

- 1. The asset forming part of Block A are sold on ‘As is where is’, “As Is What Is Basis” And “Whatever There Is Basis And “Without Recourse Basis” and any charges pertaining to transfer charges(including stamp duty), taxes, fee, insurance charges, weighment expenses etc. in respect of the aforesaid asset shall be solely borne by the H1 bidder.***
- 2. The vehicles forming part of Block A and Block B1 to B7 are sold on ‘As is where is’, “As Is What Is” And “Whatever There Is Basis And “Without Recourse Basis” and any charges for transfer including pending RTO tax for the vehicles sold shall be borne by the buyer. It shall be the sole responsibility of buyer to get it the vehicle transferred in his/her name by obtaining NOC from the RTO for which the liquidator’s team shall extend co-operation. The detailed terms and condition regarding the said block are detailed in E-Auction Process Document. That in case the vehicles are forfeited by the RTO then the liquidator is not liable for paying any such dues or any legal***

*consequences. Therefore, you are strongly encouraged to do your own due diligence on the vehicle before bidding.*

*The Successful Bidder agrees and acknowledges that it shall be solely responsible for carrying out necessary actions and evicting the premises including dismantling of plant and machinery and vehicles in order to effectuate fully the purposes, terms and conditions of the sale of the assets as a to it.*

## **11. DUE DILIGENCE/DATA ROOM/CLARIFICATIONS**

- 11.1. The Liquidator shall endeavor to provide necessary assistance, facilitating the due diligence by Qualified Bidders. The information and documents shall be provided by the Liquidator in good faith.

The Liquidator proposes sale of Company on basis in accordance with the provisions of IBC and Liquidation Process Regulations on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale as specified above does not entail transfer of any title, except the title which the Company has on the assets as on date of the transfer. All local taxes / maintenance fee / electricity / water charges/ annual lease rentals / unearned income in case of leasehold assets/ insurance premiums/license renewal fees/ license transfer fees and other charges, costs and expenses in connection with the Corporate Debtor or any of its assets as determined by the Liquidator, etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the Bidder and would be borne by the Successful Bidder from the date of handover of the specified asset which has been sold to the Successful Bidder and shall be due and payable immediately as and when intimated by the Liquidator or along with the payment of the balance sale consideration (at the Liquidator’s discretion), as per the instructions of the Liquidator but shall in any event be payable prior to issuance of the sale certificate/sale deed by the Liquidator in favor of the Successful Bidder.

It must also be noted that the Liquidator does not give any assurance or warranty of the physical condition of the assets and their suitability for any sort of operation

that the bidder envisages.

## **11.2. Clarifications:**

- 11.2.1. While the data/information provided in this E-Auction Process Information Document and the Data Room, has been prepared and provided in good faith, the Liquidator and their Representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.
- 11.2.2. It is further clarified that the data/information provided in the Data Room has been prepared based on books of accounts, financial statements, Company's website and discussions and representations by the erstwhile directors and key managerial personnel of the Company. Reasonable care has been taken in compiling various data and information, however the Liquidator along their advisors, consultants, representatives, make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the Data Room.
- 11.2.3. Any clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this E -Auction Process Information Document. No request for modifications of the clarifications shall be entertained, however, the Liquidator, may, in a fit case and as per his discretion, issue modification to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as a part of this E-Auction Process Information Document.

11.2.4. A Bidder requiring any clarification on this E- Auction Process Information Document, Liquidation Process, submission of the Bid or on the Company shall email such request for clarification to [psl.limited@aaainsolvency.com](mailto:psl.limited@aaainsolvency.com) with a copy to [nitin.jain@aaainsolvency.com](mailto:nitin.jain@aaainsolvency.com)

11.2.5. The Liquidator reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this E-Auction Process Information Document shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

## **12. MODE OF SALE AND AUCTION PROCESS**

12.1 The liquidator proposes to conduct the sale of Company on a basis as contemplated under Regulation 32 of the Liquidation Process Regulations, 2016 through E-Auction Process Document.

The Successful Bidder shall be required to complete the sale of assets in accordance with the provisions of IBC and Liquidation Process Regulations, 2016. The bidder will be declared as successful based upon highest bid. The liquidator and SCC collectively have all the powers to cancel the entire process of auction, in case the bid amount is not found acceptable and to put the assets on re-auction with similar or different terms and conditions. However, the EMD would be refunded to all the bidders without any interest. After the announcement of Successful Bidder the bidder will be required to pay an additional amount to the tune of 25% of the highest bid amount within 15 days and the remaining amount will be paid as per the terms and condition of IBC 2016.

It is clarified that from the date of submission of the Bid, the Qualified Bidders shall

not be entitled to withdraw, cancel or renegotiate the Bid under any circumstances or for any reason and by participating in this E-auction process, and the Qualified Bidders specifically waive any such right to withdraw, cancel or renegotiate the Bid under all applicable law. In the event the Qualified Bidder makes any attempt to withdraw/cancel the Bid, renegotiate or does not complete payment of the sale consideration as per the timelines set out herein, the EMD, 1<sup>st</sup> Installment and any other amounts paid by the Bidder shall be forfeited and the Bidder shall not be entitled to a refund of the same.

## **12.2 Auction Process –**

- 12.2.1. The Qualified Bidders will deposit earnest money to participate in the auction process.
- 12.2.2. The liquidator will conduct 29A verification as per the provision of IBC 2016.
- 12.2.3. Thereafter, the E- Auction will take place as scheduled.
- 12.2.4. Declaration of the Successful Bidder will be done by the Liquidator.
- 12.2.5. Based upon same the liquidator will issue a letter of Intent to the successful bidder.
- 12.2.6. The Successful Bidder shall be required to submit the 1<sup>st</sup> Installment of 25% of successful bid amount Less - EMD already submitted, within 15 days from declaration as Successful Bidder by the Liquidator.
- 12.2.7. Based upon submission of 1<sup>st</sup> Installment, the Successful bidder will be required to depute their own security guard at the site along with the security guard of the liquidator for securing the assets of the Corporate Debtor until and unless the sale is concluded.
- 12.2.8. The Successful Bidder shall be required to deposit the balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from the issuance of Letter of Intent. In accordance with Paragraph 1(12) of Schedule I of the Liquidation Process Regulations, for payments made after thirty (30) days from the issuance of Letter of Intent, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period after the said 30<sup>th</sup> day till the date of payment. However, in case the successful bidder fails to make entire payment within 90 days from the date of issue of LOI, the Liquidator in consultation with SCC has a right to cancel

the bid. Further, the LOI issued by the Liquidator shall be cancelled at the Liquidator's discretion if the payment is not received within the timelines specified in the Liquidation Process Regulations and/or this E-auction Process Document

- 12.2.9. Upon the payment of balance sale consideration, the sale of the asset will be concluded and the liquidator will execute Sale Certificate and Letter of Possession as per the terms and condition as mentioned in this document on "as is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse" basis at the time of handover.
- 12.3 The Liquidator reserves the right to alter, modify, cancel or relax any of the terms and conditions mentioned in this E-Auction Process Information Document in the interest of the liquidation process of the Company including cancellation of the E-Auction Process at any point of time. Any such alteration, modification, cancellation or relaxation of E-Auction Process shall be binding on the Bidder.
- 12.4 The Qualified Bidders, participating in the E-Auction Process, will have to Bid for an amount not less than the Reserve Price for acquiring the assets of the Company. A Qualified Bidder may improve its offer, multiple times during the E-auction process.
- 12.5 The attention of Qualified Bidders is invited to the fact that the Bidders cannot place a Bid for a value below the Reserve Price. Such Bid will stand automatically disqualified.
- 12.6 The access to the details of the assets of the Company/ Data Room will be provided only to Qualified Bidder, subject to submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking as stated above.
- 12.7 A Qualified Bidder, participating in the E-Auction Process, who has submitted its Bid for the Company, if declared as the Successful Bidder, shall have a right to acquire the Company through a special purpose vehicle (incorporated in India) ("SPV"). The Successful Bidder will be required to intimate the name and requisite

details of the SPV (as may be required by the Liquidator), within 15 (fifteen) days from its declaration as the Successful Bidder by the Liquidator in writing. Accordingly, such acquiring SPV shall be bound by all the terms of the E- Auction Process Document (including all payment terms and the Bid Declaration Form submitted by the Qualified Bidder), as if they were the Qualified Bidder. The SPV and all directors and KMPs will be required to be compliant with Section 29A of the Code and submit the 'Affidavit and Undertaking' as set out in Annexure I of the E-Auction Process Document, simultaneously with the aforesaid intimation. The SPV shall also submit such necessary documents/undertakings/letters as may be required by the Liquidator within the timelines prescribed by him, at his discretion. Notwithstanding that the Successful Bidder proposes to acquire through SPV, the Successful Bidder shall at all times continue to remain liable for carrying out its obligations (including payment obligations) as per the terms of the E-Auction Process Document.

### **13. EARNEST MONEY DEPOSIT (EMD)**

13.1 All the Bidders shall provide, prior to submission of their E- Auction, along with earnest money deposit ("EMD") as mentioned in the sale notice.

13.2 It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the EMD through its Associate or Associate Company. Such payment of the EMD by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in **Format B** (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be a Qualified Bidder as per the requirements specified in this E-Auction Process Information Document.

Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

13.3 In the event that the Successful Bidder is implementing the sale transaction through an SPV, the SPV will be required to submit an undertaking/declaration to the Liquidator (in a form and manner as acceptable to the Liquidator) acknowledging



and confirming *inter alia* that (i) the Liquidator shall be entitled to deal with the EMD as per the terms of the E-Auction Process Document; and (ii) they are aware of the terms of the E-Auction Process Document regarding forfeiture of the EMD; (iii) they shall be bound by the E-Auction Process Document as though they were the Qualified Bidder.

#### 13.4 Mode of Payment of EMD and other instructions relating to EMD

13.4.1. The EMD, would not be bearing any interest, has to be paid by the Bidder prior to uploading the online Bid Application Form.

13.4.2. Through RTGS / NEFT to the account number of the company as provided under:

<b>Account Number</b>	<b>50200052360802</b>
<b>Guarantee Beneficiary Name</b>	PSL Limited in Liquidation
<b>Bank Name</b>	HDFC Bank
<b>Branch</b>	Greater Kailash I, New Delhi
<b>IFSC Code</b>	HDFC0000092

13.4.3. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.

13.4.4. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.

13.4.5. All the payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at [assetsale1@aaainsolvency.in](mailto:assetsale1@aaainsolvency.in), [assetsale2@aaainsolvency.in](mailto:assetsale2@aaainsolvency.in), [PsL.limited@aaainsolvency.com](mailto:PsL.limited@aaainsolvency.com)

13.4.6. The EMD may be provided either:

- (i) in the form of the cash which can be deposited by the Bidder, by way of direct bank transfer to the bank account as notified by the Liquidator; and / or

- (ii) By way of a bank guarantee issued by any leading nationalized bank or private sector bank of India in favor of the Company in **Format A** and the Bank Guarantee shall be valid for 6 months

13.4.7. In the event, the EMD is submitted in the form of bank guarantee, the bank guarantee shall be renewed periodically by the Bidder till the payment of entire sale consideration and other amounts payable under this E-auction Process Document or receipt of the Final Order rejecting the sale pursuant hereto (as the case may be). Every renewal shall be done at least 30 (thirty) days prior to the expiry of the existing bank guarantee and the said renewal shall be for a minimum period of 6 (six) months. The bank guarantee shall be payable at Delhi. The bidder shall ensure that bank guarantee is stamped with adequate stamp duty as applicable in Delhi.

13.4.8. It should be noted that no interest will be paid to the Bidder in relation to such EMD.

### **13.5 Forfeiture of Earnest Money Deposit from the Bidder**

13.5.1 It is to be noted that the EMD furnished can be forfeited at any time, upon the occurrence of any of the following events:

- (i) if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder.
- (ii) In case Bidder is found to have made any misrepresentation or fraud; or
- (iii) if Bidder is found to be ineligible to submit the Bid as per the conditions set out in Section 29A of the IBC (as amended

from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time);  
or

- (iv) if the Successful Bidder attempts to reduce/renege the Bid amount under any circumstances.
- (v) if the Bidder withdraws/cancels or make any attempt to withdraw or cancel its Bid at any time; or
- (vi) if the Successful Bidder fails to renew the bank guarantee provided for the EMD till the Final Order and keep the same valid for a period of 6 months thereafter; or
- (vii) if the Successful Bidder fails to make the payment of the 1st Installment Payment within 15 days from the declaration as Successful Bidder in accordance with the terms of the E-Auction Process Document: or
- (viii) If the Bidder is identified as the Successful bidder and it fails to extend the validity of the EMD through the bank guarantee or does not accept the Letter of Intent issued by the Liquidator; or
- (ix) If the Successful Bidder, fails to make the complete payment within the time stipulated in the Liquidation Process Regulations as per the terms of letter of intent issued by the Liquidator.

13.5.2 In case of occurrence of any of the above events, all the amounts deposited by the Bidder or any other Person on its behalf till that date shall be forfeited and the Bidder or any other Person shall not be entitled to refund of the same, the option to acquire the assets of the Company / Company will be

offered to the next highest Bidder.

#### **14. LETTER OF INTENT**

The Successful Bidder shall be required to execute a LOI provided by the Liquidator within a period of 7 (seven) days from the E-Auction date and record unconditional acceptance of the LOI by providing the Liquidator with one copy of LOI with an endorsement stating that LOI is accepted unconditionally under the signature of the representative of the Successful Bidder, which shall be binding on the Successful Bidder. The LOI may be cancelled only by the Liquidator in his discretion as per the terms of this E-Auction Process Document.

#### **15. PAYMENT OF 1<sup>ST</sup> INSTALLMENT**

15.1 The successful bidder shall be required to submit the first installment towards the sale consideration for an amount of 25% of successful bid amount including EMD (plus applicable Taxes if any), as “**1<sup>st</sup> Installment**” of Payment, within 15 days from declaration as Successful Bidder by the Liquidator and after issuance of Letter of Intent.

##### **15.2 Mode of Payment of 1<sup>st</sup> Installment**

15.2.1 The 1<sup>st</sup> Installment, which would not be bearing any interest, has to be paid by the Bidder within 15 days from declaration as successful bidder by the Liquidator.

15.2.2 Through RTGS / NEFT to the account number of the Company as provided under:

Name of Bank A/c	PSL Limited IN Liquidation
Account Number	50200052360802
Bank Name	HDFC Bank
Branch	Greater Kailash - I Branch, New Delhi,
IFSC Code	HDFC0000092

15.2.3 Bidders shall preserve the remittance challan and shall produce the same in front of the Liquidator as and when demanded.

### **15.3 Forfeiture of 1<sup>ST</sup> Installment of Payment from the Bidder**

It is to be noted that the 1<sup>st</sup> Installment of Payment furnished can be forfeited at any time, upon the occurrence of any of the following events:

- (i) if there is a breach of any of the conditions under this E-Auction Process Information Document by the Successful Bidder or in case Successful Bidder is found to have made any misrepresentation or fraud; or
- (ii) if Successful Bidder is found to be ineligible to submit the Bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
- (iii) if the Successful Bidder withdraws/cancels or make any attempt to withdraw or cancel its Bid at any time; or
- (iv) if the Successful Bidder attempts to reduce/renege the Bid amount under any circumstances.
- (v) if the Successful Bidder fails to renew the bank guarantee provided for the EMD till the Final Order and keep the same valid for a period of 6 months thereafter; or
- (vi) If the Successful Bidder fails to make the payment of the balance sale consideration within the timelines specified under the Liquidation Process Regulations and as per the terms of the E-Auction Process Document.

In case of occurrence of any of the above events, all the amounts deposited till that date shall be forfeited and the option to acquire the assets of the Company / Company will be offered to the next highest Bidder.

## **16. SET-OFF OF EMD AND BALANCE PAYMENT**

- 16.1 The Successful Bidder shall pay the entire balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from the date of issuance of Letter of Intent. In accordance with Paragraph 1(12) of Schedule I of the Liquidation Process Regulations, for payments made after thirty (30) days from the Letter of Intent, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period after the said 30<sup>th</sup> day till the date of payment.
- 16.2 Unless expressly indicated by the Liquidator, the EMD (if provided by way of cash transfer) and 1<sup>st</sup> Installment shall be set-off against or used as part of the consideration that the Successful Bidder proposes to offer as a sale consideration for the Company. In the event that the Successful Bidder/any entity on behalf of the successful Bidder has provided Earnest Money by way of Bank Guarantee (as per format provided herein), the EMD shall be released only and when the full payment of the entire sale consideration (plus applicable taxes as determined by the Liquidator) is made by the Successful Bidder to the Liquidator.
- 16.3 Upon receipt of the balance sale consideration (plus applicable Taxes as determined by the Liquidator) and other costs as determined by the Liquidator from the Successful Bidder within 30 days from the issuance of Letter of Intent. Accordingly the sale stands completed and the Liquidator shall execute a certificate of sale or sale deed to consummate the sale transaction as contemplated under this E-Auction Process Information Document and the Liquidation Process Regulations.
- 16.4 On receipt of the entire bid amount from the successful bidder, the Liquidator shall comply with all the directions of the Adjudicating Authority to consummate the transaction and shall induct nominees of the successful bidder on the board of the company and shall transfer the shares of the company to the nominees of the bidders.

## **17. DECLARATION OF SUCCESSFUL BIDDER**

The Liquidator at the end of the E-Auction Process upon examination of the, shall declare the Successful Bidder(s) as per the Clause mentioned above and in consultation with SCC members. The liquidator and SCC collectively have all the powers to cancel the entire

process of auction, in case the bid amount is not found acceptable to them and put the assets on re-auction with similar or different terms and conditions. However, the EMD would be refunded to all the bidders without any interest. Hence, any highest bidder will not entitle him to be a successful bidder. In case of any dispute / discrepancy, the Liquidator shall assess the E-Auction applications and declare the Successful Bidder(s) in consultation with the SCC offering maximum value for the auction of the Company. This right of selecting and declaring the Successful Bidder(s) shall always solely rest with the Liquidator.

## **18. FRAUDULENT AND CORRUPT PRACTICES**

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, or in the Letter of Intent, the Liquidator shall reject an auction bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Guarantee Beneficiary may invoke the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**“Coercive practice”** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction Process.

**“Corrupt practice”** shall mean

(I) the offering, giving, receiving, or soliciting, directly or indirectly, of

anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or

(ii) Engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process.

**“Fraudulent practice”** shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction Process.

**“Restrictive practice”** shall mean forming a cartel or arriving at any understanding or arrangement among the auction process Applicants with the objective of restricting or manipulating a full and fair competition in the auction Process; and

**“Undesirable practice”** shall mean (i) establishing contact with any person connected with or employed or engaged by the liquidator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the auction Process; or (ii) having a Conflict of Interest.

*The Bidder shall not involve himself for any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders.*

*The Bidder shall not divulge either his bid or any other details provided to him by the*



*Liquidator or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence / site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.*

## **19. COSTS, EXPENSES AND TAX IMPLICATIONS**

- 19.1. The Bidder shall be responsible for all the costs incurred by it on account of its participation in the E-Auction Process, including any costs associated with participation in the discussion meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.
- 19.2. It is hereby clarified that the Bidder shall make its own arrangements including accommodation for the discussion meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the Bidder.
- 19.3. The Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets of the Company and matters incidental thereto or for any purpose in connection with the E-Auction Process.
- 19.4. It is to be noted that all Taxes applicable whether income tax, any other direct and / or indirect Taxes and / or duties and / or penalties and / or interest (including stamp duty implications and registration charges) on sale of Company on basis or in relation to the Company in the future, on and after implementation of the sale transaction herein; as the case may be in accordance with the provisions of IBC and Liquidation Process Regulations, would be borne by the Successful Bidder over and above the sale consideration payable. Some of the costs and charges for the sale transaction may include *inter-alia* the following:
- (i) The sale of the Company may attract stamp duty, registration charges etc. as per relevant Applicable Law(s).
  - (ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties, additional stamp duty / transfer charges, fees, etc. for transfer of the Company in its name, license, permissions and approvals transfer fees, etc.; and
  - (iii) The payment of all Taxes including statutory / non statutory dues, rates,

assessments, charges, fees, cess or other applicable tax i.e., GST, TDS, TCS, etc. It is clarified that if the Successful Bidder determines that any TDS/TCS under the Income Tax Act, 1961 is deductible, the same shall be payable/deposited by the Successful Bidder over and above the bid price and no amount shall be deducted from the bid price.

19.5. It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the Company in the name of the Successful Bidder and such dues, if any, will have to be borne /paid by the Successful Bidder.

19.6. The Bidder shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Law(s) that are relevant for the sale of the Company. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) in respect of the sale of assets on piece meal basis as contemplated in E-Auction Process Information Document.

*The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.*

#### 14. **TIMETABLE**

The following timetable shall apply to the E-Auction Process Information Document. The timetable may be amended by the Liquidator through issuance of an addendum to the E-Auction Process Information Document.

<b>Sr. No.</b>	<b>Event</b>	<b>Timeline (days)</b>
1	Public Advertisement of E-Auction	29.07.2022

2	This E- Auction Process Information Document made available on the website of the Company	30.07.2022
3	<p>(a) Submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the Bidder as stated in para 6 above and as annexed in the E- Auction Process Information Document</p> <p>(b) Opening of Data Room Access to the Qualified Bidders</p> <p>(c) Site Visits and Discussion Meeting</p> <p>(d) Facilitation of Due Diligence</p> <p>(e) Opening of Auction Portal</p> <p>(f) Bid Declaration Form and EMD submission along with the requisite KYC declarations as specified in the Bid Application Form</p> <p><i>(Data Room Access to be given only to eligible / qualified bidder post submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder as stated in para 6 above)</i></p>	29.07.2022 -25.08.2022
4	Closure of Data Room Access	25.08.2022
5	E- Auction Date	30.08.2022
6	Issuance of email confirmation as Successful Bidder after discussion with SCC	30.08.2022- 02.09.2022
7	Execution of LOI by the Successful Bidder	31.08.2022
8	Return of EMD for unsuccessful Bidders (within 15 days from the closure of the E-Auction process)	14.09.2022
9	Payment of further consideration by the Successful Bidder (within 15 days from declaration as Successful Bidder)	14.09.2022
10.	Payment of final balance consideration (plus applicable Taxes and interest as determined by the Liquidator) and other costs (as determined by the Liquidator) by Successful Bidder	LOI + up to 30 days
11	Issuance of Sale Certificate	After receipt of entire

		consideration (plus applicable Taxes & charge as determined by the Liquidator) and other costs (as determined by the Liquidator)
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\*While the timeline for submission of Bid Application Form and Bid Declaration Form is from 29.07.2022-25.08.2022, please note that access to Data Room, documentation, additional information and site visits will be granted only once the bidder submits the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder as stated in para 6 above.

Bidders should regularly visit the website(s)/link(s) mentioned in public advertisement to keep themselves updated regarding clarifications, amendments and/or extension of time, if any.

*Note - The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the Applicable Law(s) and the Liquidation Process Regulations. In case the final sale consideration is not paid within the timelines prescribed under this document / IBC / Liquidation Process Regulations, the Liquidator shall forfeit the EMD, and the 1<sup>st</sup> Installment and any further Payment made by the Successful Bidder.*

PLEASE FIND ATTACHED THE FORMATS FOR THE GUARANTEE –  
FOR THE BIDDER /BY AN ASSOCIATE COMPANY OF THE BIDDER  
ON BEHALF OF THE BIDDER, FOR REVIEW.

**FORMAT A**

**EARNEST MONEY – BANK GUARANTEE**

*(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution, purchased in the name of the Guarantor Bank)*

To

Mr. Nitin Jain

Liquidator – PSL Limited,

Having his Office at E- 10A, Kailash Colony,

Greater Kailash – I, New Delhi-110048

**(“Liquidator”)**

and

HDFC Bank,

Greater Kailash – I Branch, New Delhi

**(“HDFC Bank”**, together with the **“Liquidator”**, the **“Beneficiary”**)

**WHEREAS**

- A. *[Insert name of the Bidder]* incorporated in *[India]* / *[insert name of country where guarantor is incorporated]* under the *[Companies Act,[1956/2013]]* / *[insert name of legislation under which the entity is incorporated]* with corporate identity number *[●]*, whose registered office is at *[insert address]* (**“Bidder”**) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR (Indian Rupees only) in accordance with the terms of the E-Auction Process Information Document dated *[●]* (**“E-Auction Process Information Document”**) issued by the Liquidator seeking submission of bids for assets of PSL Limited.
- B. This bank guarantee is required to be issued in favor of the Beneficiary, as per the terms of the E-Auction Process Information Document.
- C. We, *[insert name of the bank]* having our registered office at *[insert address]* (**“Bank”**) at the request of the Bidder, do hereby undertake to pay to the Beneficiary at *[New Delhi]* an amount not exceeding INR XXXXX (Indian Rupees

XXXXXX only) to secure the obligations of the Bidder under the E-Auction Process Information Document on demand from the Beneficiary on terms and conditions herein contained.

1. Now therefore, the Bank hereby issues in favor of the Beneficiary this irrevocable and unconditional payment bank guarantee (“**Guarantee**”) on behalf of the [*Insert name of the Bidder*] for an amount.
2. The Bank for the purpose himself unconditionally and irrevocably undertakes to pay to the Beneficiary without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand made by the Beneficiary, a sum not exceeding the aggregate amount of INR XXXXX (Indian Rupees XXXXX).
3. This Guarantee shall be valid and binding on the Bank up to and including [*Insert date of validity of the Earnest Money*] and shall in no event be terminable by notice or any change in the constitution of the Bank or the Beneficiary, by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
4. The Bank hereby expressly agrees that the demand made on it under this Guarantee shall be conclusive evidence of that such payment is due and the Bank shall not require any other proof, in addition to the written demand from Beneficiary, made in any format, raised at the above-mentioned address of the Bank, in order to make the said payment to the Beneficiary.
5. The Bank shall make payment hereunder notwithstanding any objection by [*Insert name of the Bidder*] and / or any other person or any dispute(s) raised by the [*insert name of the Bidder*] in any suit or proceeding pending before any court or tribunal relating thereto and the Bank’s liability under this present being absolute and unequivocal. The Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.
6. This Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at Delhi shall have exclusive jurisdiction. The Bank represents that this Guarantee has been established in such form and with

such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.
8. This Guarantee shall be a primary obligation of the Bank and accordingly the Beneficiary shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Bank waives any such right to that extent.
9. The Bank further unconditionally agrees with the Beneficiary that the Beneficiary shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time:
  - i. Vary and/or modify any of the terms of the E-Auction Process Information Document.
  - ii. Extend and/or postpone the time of performance of the obligations of the Bidder under the E-Auction Process Information Document; or
  - iii. Forbear or enforce any rights exercisable by the Beneficiary against the Bidder under the terms of the E-Auction Process Information Document and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under the Guarantee.
10. The Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.
11. Our liability under this Guarantee is restricted to INR XXXX (Indian Rupees XXXX only) and it shall remain in force until [Insert Earnest Money Validity Date], with an additional claim period of 30 (thirty) days thereafter.
12. Failure to re-issue or extend this Guarantee in accordance with Clause 11

above shall entitle the Beneficiary to invoke this Guarantee.

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

Witness:

1. .... Signature  
Name and Address. Name:

2. .... Designation with Bank Stamp  
Name and Address  
*Attorney as per power of attorney No .....*

*For:*

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

*Banker's Stamp and Full Address:*

*Dated this .....day of 20....*

*Notes:*

*The Stamp paper should be in the name of the Bank.*



**FORMAT B**  
**EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE**  
**COMPANY**

To,  
Mr. Nitin Jain  
Liquidator – PSL Limited  
Having its Reg. Office at Kachigam Daman,  
Union Territory of Daman and Diu,  
India 396210 (**“Liquidator”**)

[Copy to:]

[Insert name of the Bidder with address]

Dear Sir,

**Sub:** Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of assets of PSL Limited.

In light of the bid for assets of PSL Limited submitted by [Insert name of the Bidder with address] in accordance with and subject to the provisions of the E-Auction Process Information Document dated [•] in relation to the captioned transaction (**“ E-Auction Process Information Document”**), issued by the Liquidator,

[Insert name and address of the Associate Company and address of the head office] hereby declares and confirms it is [an/the] [Insert relationship of the Associate Company with the Bidder] of the Bidder (**“Associate Company”**), and the payment of the Earnest Money amount vide [Insert mode of payment] (**“Payment”**) is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the Process Memorandum and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the E-Auction Process Information Document.

The Associate Company hereby represents and warrants that payment of amounts

on behalf of the Bidder is in compliance with Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Information Document.

Thanking you,

Yours sincerely,

.....

[Signature and name of the Authorized Officer of the Associate Company] Rubber stamp/seal of the Associate Company

### **ACKNOWLEDGMENT**

We hereby acknowledge and confirm the statements set out above by the Associate Company.

Yours sincerely,

.....

*[Signature and name of the Authorized Officer of the Bidder]*

Rubber stamp/seal of the Bidder

**ANNEXURE I**  
**AFFIDAVIT AND UNDERTAKING**

*(To be on Non – judicial stamp paper of Rs 100 stamp duty value relevant to place of execution, purchased in the name of the Guarantor Bank)*

Date:

Mr. Nitin Jain,  
The Liquidator,  
PSL Limited – In Liquidation  
E-10A, Kailash Colony, Greater Kailash 1,  
New Delhi

Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting bid for e-auction.

Dear Sir,

A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018:

I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither XYZ.....Neither limited nor any person acting jointly with XYZ..... Limited or any person who is a promoter or in the management or control of XYZ Limited or any person acting jointly with XYZ.....Limited:

(a) Is an un-discharged insolvent?

(b) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949?

I 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 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:

(d) Has been convicted for any offence punishable with imprisonment:

For two years or more under any Act specified under the Twelfth Schedule.

For seven years or more under any law for the time being in force:

I Is disqualified to act as a director under the Companies Act, 2013.

(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.

(h) Has executed a guarantee in favor 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.

(i) Is subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or

(j) Has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A.

I, therefore, confirm that XYZ Limited is eligible to be bidder in accordance with Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.

- B. I undertake on behalf of XYZ Limited, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
- C. I declare and undertake that in case the XYZ Limited becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

- D. I also undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of PSL Limited– in liquidation.
- E. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- F. I confirm that the said declaration and disclosure is true and correct.
- G. I am duly authorized to submit this declaration by virtue of \_\_\_\_\_

**(DEPONENT)**

### **VERIFICATION**

I, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

**(DEPONENT)**

## ANNEXURE II

### **BID Application Form**

(Please fill up separate Bid application forms for each property)

*(Should be in company letter head and notarized)*

Date:

Mr. Nitin Jain,

Liquidator,

PSL Limited – In Liquidation.

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated..... In

..... (Name of media journal).

#### **Details of Corporate Debtor:**

Name of Bank A/c	PSL Limited In Liquidation
Account Number	50200052360802
Bank Name	HDFC Bank
Branch	Greater Kailash – I Branch, New Delhi,
IFSC Code	HDFC0000092

#### **Details of Bidder / Bid Price Offered**

Name of the Bidder	
Constitution of Bidder	
Contact No.	
Email ID	
PAN No.	
Address	
Account Number	
Bank Name	
Branch	
IFSC Code	

#### **Details of Division / Asset:**

Sr. No. in sale notice for which EMD deposited	
--	--

Description of Division	
Reserve Price of Division as per sales Notice	

**Details of bank and branch in which refund has to be made: -**

<b>Bank account no.</b>	
<b>Name of Bank</b>	
<b>IFSC Code</b>	
<b>Branch Name</b>	

I/We/M/s. also enclose copies of the required KYC documents. We request you to kindly verify the same and arrange with the auction portals for issue of an ID and password for us to enable us to take part in the E- Auction.

Date:

Signature

Place:

STAMP

**Terms and Condition of the E-auction are as under**  
**(To be on a Non-judicial stamp paper of Rs.100 and should be notarized)**

1. E-Auction will be conducted on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**” through approved service provider M/S E-procurement Technologies Limited (Auction Tiger).
2. The Complete E-Auction process document containing details of the Assets, online e-auction Bid Form, Declaration and Undertaking Form, General Terms and Conditions of online auction sale are available on website <https://insolvencyandbankruptcy.in>. Contact: **Mr. Puneet Sachdeva/Wasim** at +91 8800865284 (*On going to the link <https://insolvencyandbankruptcy.in> interested bidders will have to search for the mentioned company by using either one of the two options, (i) Company's name (PSL Limited), or by, (ii) State and property type*).
3. The intending bidders, prior to submitting their bid, should make their independent inquiries regarding the title of property, dues of local taxes, electricity and water charges, maintenance charges, if any and inspect the property at their own expenses and satisfy themselves. Further they have to make their own verification and due diligence of the details of the assets. The properties mentioned above can be inspected by the prospective bidders at the site with prior appointment, contacting **Mr. Puneet Sachdeva/ Wasim Khan: +91-8800865284**.
4. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.



6. The intending bidders are required to deposit Earnest Money Deposit (EMD) amount either through DD/NEFT/RTGS in the Account of **“PSL Limited In Liquidation”, Account No.: 50200052360802, HDFC Bank, IFSC Code: HDFC0000092**, B-54A, Greater Kailash 1, New Delhi, 110048, or through DD drawn on any Scheduled Bank in the name of **“PSL Limited In Liquidation”** or give a Bank Guarantee for the EMD Amount as per Format A or Format B as given in the Complete E-Auction process document.
7. The intending bidder should submit the evidence for EMD Deposit or Bank Guarantee and Request Letter for participation in the E- Auction along with Self attested copy of (1) Proof of Identification (2) Current Address-Proof (3) PAN card (4) Valid e-mail ID (5) Landline and Mobile Phone number (6) Affidavit and Undertaking, as per Annexure 1 (7) Bid Application Form as per Annexure II (8) Declaration by Bidder, as per Annexure III, the formats of these Annexures can be taken from the Complete E-Auction process document. **These documents should reach the office of the liquidator or by E-mail, at the address given below before 5:00 PM of August 25, 2022.**
8. GST and all other applicable charges will be borne by the bidder. However, GST will be charged as per the provision of GST act and will be provided in Letter of Intent that will be issued to the H1 bidder.
9. This term and condition are with reference to transfer of land or any other asset which requires transfer of ownership. In this regard, the liquidator would like to mention that the process of ownership transfer will start only after the liquidator receives full consideration as per Letter of intent issue to the bidder as per the provision of IBC 2016. However, any delay in such transfer from the side of liquidator or any appropriate transfer authority cannot be taken as a ground for cancelation of bidding form the side of Successful Bidder.
10. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.

11. The Name of the Eligible Bidders will be identified by the Liquidator to participate in e-auction on the portal (<https://aaa.auctiontiger.net>). The e-auction service provider (Auction tiger) will provide User id and password by email to eligible bidders.
12. In case, a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes with unlimited extension. The bidder who submits the highest bid amount (not below the reserve price) on closure of e-Auction process shall be declared as the Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Liquidator.
13. The EMD of the Successful Bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The EMD of unsuccessful bidders shall be refunded within fifteen working days after the date of E-Auction.
14. The Liquidator will intimate through mail to the Successful Bidder, detailing the total payable amount for consummating the sale of the Company and other terms and conditions. The Successful Bidder would have to pay the balance sale consideration (plus interest, applicable taxes and costs as intimated by the Liquidator) amount less EMD (only if provided in the form of cash) and 1<sup>st</sup> Installment for the sale of the Company within time stipulated in this E- Auction Process Information Document. The Successful Bidder is required to pay the 1<sup>st</sup> Installment (plus applicable taxes as determined by the Liquidator) within 15 (fifteen) days of the date of declaration as Successful Bidder. Any default in payment of the Bid amount by the Successful Bidder would entail forfeiture of EMD and 1<sup>st</sup> Installment already deposited the Company shall be put to re-auction and the defaulting Bidder shall have no claim / right in respect of Company / amount paid whatsoever.
15. The Successful Bidder shall bear the applicable stamp duties/transfer charge, fees etc. and all the local taxes, duties, rates, assessment charges, fees etc. in respect of the property put on auction. With reference to auction put on sold any type of transportation, dismantling

cost or any other related cost shall be borne by the successful bidder.

16. The Liquidator is not liable or bound to accept the highest offer or the highest bid and has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the e-Auction or withdraw any property or portion thereof from the auction proceeding at any stage without assigning any reason thereof.
17. After payment of the entire sale consideration, the sale certificate/agreement will be issued in the name of the successful bidder only and will not be issued in any other name.
18. The sale shall be subject to conditions and provisions under Insolvency and bankruptcy code, 2016 and regulations made thereunder.
19. If in case, not more than one bidder deposits the EMD, then in that case the Liquidator will have the absolute power to cancel the auction process after the consultation with the stakeholders.
20. The interested bidders may give offers either for one or more than one asset blocks. In case a bidder bids for more than one asset, he will be required to submit separate EMD amounts for each asset blocks.
21. The interested Bidder(s) shall be provided access to the data room ("Data Room") established and maintained by the Company acting through the Liquidator in order to conduct a due diligence of the business and operations of the Company. The interested bidder(s) shall be provided access to the information in the Data Room until the E- Auction Date. The access to, and usage of the information in the Data Room by the interested bidder(s) shall be in accordance with the rules as may be set forth by the Liquidator from time to time.

22. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

Date: .....

Place: New Delhi

Nitin Jain

Liquidator

IBBI Reg. No: IBBI/ IPA-001/ IP-P-01562/ 2019-20/12462

PSL Limited

(A company under liquidation process vides NCLT order dated 11<sup>th</sup> September 2020)

Registered office: Kachigam Daman, Union Territory of Daman and Diu, India 396210.

Email: [psl.limited@aaainsolvency.com](mailto:psl.limited@aaainsolvency.com)

Nitin Jain has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI Reg. No: IBBI/ IPA-001/ IP-P-01562/ 2019-20/12462. The affairs, business and property PSL Limited are being managed by the Liquidator, Nitin Jain, who acts as agent of PSL Limited only and without personal liability.

IP registration details as under:

IP Registration no. IBBI/ IPA-001/ IP-P-01562/ 2019-20/12462

Address: E-10A, Kailash Colony, Greater Kailash – I, New Delhi -110048.

Email : [nitinjain@aaainsolvency.com](mailto:nitinjain@aaainsolvency.com), [Psl.limited@aaainsolvency.com](mailto:Psl.limited@aaainsolvency.com)

Contact No. – 011-46664628

### **ANNEXURE III**

#### **Declaration by Bidders**

*(To be on a Non-judicial stamp paper of Rs. 100 and notarized)*

To,  
Mr. Nitin Jain,  
The Liquidator,  
PSL Limited- In Liquidation

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-auction process.
2. I / We declare that the complete Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I/ We, understand and acknowledge that the E-Auction is being held on “AS IS WHERE IS, AS IS WHAT WHATEVER THERE IS AND WITHOUT RECOURSE BASIS IS,” and will be conducted “Online”.
4. I / We declare that the Earnest Money Deposit (EMD) and documents submitted in relation to the Eligibility Criteria as specified in the E-Auction Process Information Document and that the particulars of remittance and all other information purchase-price have been made by me / us as against my/our bid in the online form is true and correct.
5. I / We further understand and agree that if any of the statement / information

revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller (“Liquidator”) and the Seller will be at liberty to annul the offer made to me/us at any point of time.

6. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfill any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD and or Performance BG.
7. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies). I / We, state that I / We have fully understood the terms and conditions therein and agree to be bound by the same.
8. I / We confirm that our participation in the E-auction process, submission of bid or acquisition of the property (ies) pursuant to the provisions of the E-Auction Process Information will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

9. The decision taken by the Liquidator with regard to selection of the Successful bidder and communication therefore shall be binding on me/us.
10. I/We also undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and/ Or additions or deletions to the time of auction portal and property (ies) being offered for sale.
11. I/We confirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances etc. before or during the auction event.
12. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.
13. I / We agree that after my /our offer given in my /our Bid in relation to the sale of assets as contemplated under the E-Auction Process Information Document, I/We shall not nor shall make any attempt to cancel/negotiate/withdraw our Bid at any time for any reason whatsoever. In the event, I/we cancel/negotiate/withdraw or attempt to do the aforesaid, the EMD and any other amounts paid by us shall be forfeited and we shall not be entitled to a refund of the same. We acknowledge that the Liquidator in his discretion may cancel and rescind the LOI issued in our favor in such a circumstance as specified in the E-Auction Process Information Document.
14. I / We understand that the EMD of submitted by us shall be retained by the Liquidator and returned only in accordance with the terms of the E-Auction Process Document. I / We, state that I / We, have fully understood the terms

and conditions therein and agree to be bound by the same.

15. I/we confirm that if we are declared as the Successful Bidder, we shall (i) submit the duly executed copy of the LOI to the Liquidator as per the terms of the E-Auction Process Document; (ii) make the payment of the 1<sup>st</sup> Installment (plus applicable taxes) within 15 days of being declared as the Successful Bidder.
16. I / We confirm that our participation in the E-Auction Process, submission of Bid or the sale of the Company, pursuant to the provisions of the E-Auction Process Information will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any Applicable Law; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
17. I/ We understand that I/We shall be responsible for fully satisfying ourselves with the requirements of the IBC and the related regulations as well as all Applicable Law(s) that are relevant for the E-Auction Process. I/We shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) for consummation of sale of corporate debtor in accordance with the provisions of IBC and Liquidation Process Regulations.
18. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.



19. I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal being offered for sale.
20. I/We confirm that the Liquidator and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and Bid on the E-Auction portal due to any unforeseen circumstances etc. before or during the E-Auction event.
21. I/We hereby confirm that I/We shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, Good and Services Tax, license and approvals transfer fees etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
22. I/We hereby confirm that we shall be solely responsible for obtaining and carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, as per the terms of this E-Auction Process Document, including but not limited to, obtaining or renewing any license, consent, certificate, permit or other authorization, including procuring all necessary approvals from Persons, governmental and statutory authorities, if any, as may be required. The Liquidator shall in no way be held responsible nor shall there be any reduction in the Bid price/sale consideration as per the e-auction in case the of failure or delays on the part of the Successful Bidder to obtain the said approvals, licenses and permissions in its name or complete any other actions as the Successful Bidder may require.
23. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:

.....

.....

Address:

.....

.....

.....

Email:.....

Mobile:.....

## **ANNEXURE IV**

### **Technical Terms & Conditions of E-auction sale**

*(To be on a Non-judicial stamp paper of Rs. 100 and should be notarized)*

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the E-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Affidavit and Declaration as per the formats set out in ***Annexure I and III*** must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the

declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.

8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. Past dues of the company will be settled as per the process of liquidation and based upon claims submitted to the office of liquidator.
12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. The Bidders are required to keep themselves updated with any revised terms and conditions of E-Auction by regularly visiting the links of the auction portal and website of the Company as mentioned in this E- Auction Process Information Document.

## **ANNEXURE V – CONFIDENTIALITY UNDERTAKING**

*(To be on a Non-judicial stamp paper of Rs. 100 and should be notarized)*

This Confidentiality Undertaking has been signed by (Name of potential Bidders) having its office at \_\_\_\_\_ acting through Mr. (Name of person authorized by potential Bidder(s)), the authorized signatory/authorized representative (“Bidder”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favor of Mr. Nitin Jain, an Insolvency Professional having registration no. IBBI/IPA-003/IP-N00110/2017-2018/11186

WHEREAS M/s PSL Limited, a company registered under Companies, Act, 1956 (hereafter referred as the “Company”) is undergoing liquidation vide NCLT Ahmedabad Bench (“NCLT”) order dated 11<sup>th</sup> September 2020, at NCLT website. Vide the said NCLT Order Mr. Nitin Jain, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-003/IP-N00110/2017-2018/11186 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of PSL Limited (in liquidation) (“Liquidator”).

WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process in respect of sale of the Company in accordance with the provisions of E-Auction Process Information Document and provisions of Insolvency and Bankruptcy Code, 2016 (“IBC”) read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“Liquidation Process Regulations”).

WHEREAS the Liquidator is required to share certain data, documents in relation to the Company for facilitating the prospective Bidder(s) in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the data room and during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under IBC and Liquidation Process Regulations.

THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:

The Bidder(s) shall not divulge any part of the information memorandum and information contained accessed through the Data Room which shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute "Confidential Information". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

The Bidder (s) further unconditionally and irrevocably undertake and declare that:

The Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC.

The Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person.

The Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading.

The Bidder (s) shall protect any intellectual property of the Company which it may have access to.

The Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality

Undertaking.

The Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage.

The Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the assets of the company as provided under E-Auction Process Information Document.

The Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and

the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.

Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information: -

Information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or

Information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or

information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E-Auction Process Information Document / Information Memorandum and Information in the Data Room. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.

The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.

Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.

Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).

The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.

This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws



and the courts and tribunal of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document.

I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [insert the name of the Bidder (s)].

Signed on behalf of

(Name of Bidder(s))

by Mr. (Name and Designation) Authorized Signatory

Date:

Place:

Note- In case of consortium, undertaking to be executed by each of the members

**ANNEXURE–VI**  
**DETAILS OF THE BIDDER**

(To be printed on white page only and should be notarized)

[Note: In case of joint applicants, the details set out below are to be provided for each of the entities / groups submitting Joint Application]

**I. Name and Address:**

- a) Name of the Firm/Company/Organization:
- b) Address:
- c) Telephone No:
- d) Email:
- e) PAN/CIN:

**II. Date of Establishment:**

**III. Core Area of Expertise:**

**IV. Contact Person:**

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

**V. Company/FI Profile:**

- a) Financial Profile of the bidder (consolidated / standalone as applicable):

[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to ‘assets under management’ and/or “committed funds’ for the preceding five years or the committed funds available as on March 31, 2019, for investment.]

- b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors

- c) Experience of the Company in the relevant sector.
- d) Names of key lenders, if any, to the Company or its affiliates
- e) History if any, of the Company or affiliates of the Company being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non- performing asset'.

Any other relevant details which are material to be disclosed to the Liquidator prior to bidding

SIGNATURE AND NAME OF AUTHORISED PERSON

DATE:

PLACE:

## **ANNEXURE–VII**

### **AFFIDAVIT BY THE APPLICANT**

*(To be executed on non-judicial stamp paper of 100 Rs. In value relevant to the place of execution with notarization)*

I, *[name of the Individual/chairman/managing director/director/authorized person of Bidder, authorized by the Board of the 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 Applicant]* having registered office at *[ ]*, do solemnly affirm and state to the Liquidator of PSL Limited- In Liquidation that we are eligible under the qualification criteria as required for submission of bid vide Public Announcement dated (Mention Date) as disclosed in the information and under records with us.

I, *[name of the Individual/ chairman/managing director/director/authorized person of Applicant, authorized by the Board of the Applicant for giving such affidavit]* , further acknowledge that I have carefully read the entire document and I am aware of all existing conditions and limitations in relation to the same.

I, *[name of the Individual/ chairman/managing director/director/authorized person of Applicant, authorized by the Board of the Applicant for giving such affidavit]* state that we have attached necessary information requested by the Liquidator. The information furnished by us is true, correct and accurate to the best of our knowledge. Based on this information, we understand that you would be able to evaluate our preliminary proposal in order to pre-qualify for the purpose of bidding.

Solemnly affirmed at *[ ]* on the *[ ]* day of *[ ]* 2022

Before me,

**DEPONENT**

**Notary/Oath Commissioner**

### **VERIFICATION:**

I, *[name of the Individual/chairman/managing director/director/authorized person of Sponsor, authorized by the Board of the Sponsor company (in case of a company) for giving such affidavit]*, the deponent above named, on behalf of *[name of the Sponsor]*, currently residing at , do hereby solemnly state on oath and declare and verify that the contents of the above affidavit are true, correct and complete to the best of my knowledge and nothing material has been concealed therein.

Verified at , on this the  day of  2022

**DEPONENT**

## **ANNEXURE VIII**

### **UNDERTAKING**

*(To be executed on non-judicial stamp paper of 100 Rs. In value relevant to the place of execution and notarization)*

To,  
Mr. Nitin Jain,  
The Liquidator,  
PSL Limited – In Liquidation  
E-10A, Kailash Colony, Greater Kailash 1,  
New Delhi

**Subject:** - Undertaking with reference to area of land and other conditions in the E-Auction process of PSL Limited In liquidation.

Dear Sir,

This is in reference to E-Auction to be conducted on 30<sup>th</sup> August 2022 in the matter of PSL Limited in Liquidation, wherein we have submitted the amount of EMD to participate in the auction process for **Block-** In this regard, we undertake as under: -

1. That I have understood that the liquidator has fixed the reserve price of the assets forming part of this sale under block A and B1 to B7 as per the valuation reports as submitted by IBBI registered valuers and as per the discussion held with the SCC members.
2. That I have conducted my own due diligence and I have checked the list of assets based upon physical inspection and I confirm that there is no dispute with reference to list of assets mentioned in the E-auction document, and I undertake that I have no objection to pay the minimum amount of reserve price/highest bid amount irrespective of its quantity.
3. That I understand the uncertainty about the actual quantity, and I am prepared to pay the additional amount for additional quantity which would be found by the liquidator and the highest bidder at the time of eviction based on weight of actual trucks, subject to our verification.
4. That we undertake to provide 25% (Excluding EMD already deposited) of the successful bid amount within 15 days from the announcement of successful bidder by the liquidator.
5. That we have conducted our own due diligence with reference to conditions as mentioned in the E-Auction Process Document. We have duly verified the data as provided by the

liquidator, and we don't have any conflict with regard to material/data/information provided by the liquidator or its team.

6. I undertake, that condition as mentioned in the E-Auction document at para no. 10.2 are true to our knowledge and we have gone through all such condition relating to Block C and D and we will pay the additional amount as mentioned in para no. 10.2.
7. That I undertake that I will not be allowed to dismantle any plant & machinery or any other asset as sold to me until and unless I provide 25% of the total bid amount in addition to EMD already submitted.
8. That I undertake to pay the remaining balance up to 100% of the bid price before lifting any asset forming part of sale notice and mentioned in the E-auction document.
9. I undertake, that items as mentioned in ANNEXURE IX are an indicative list and may not match with the actual material lying at the site. Therefore we have conducted our own due diligence, physical verification of the items lying at the site and have compared it with the list in this document. The liquidator or stakeholder's consultation committee would not be responsible for any variation between the actual physical material available at sites and the list provided in this document. The material is being sold on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis), the material is not being sold based on this list which is provided in this document.

Thanks, and Regards

(Signature)

(Name of Bidder)

(Address of Bidder)

**ANNEXURE IX**  
**DESCRIPTION OF THE ASSETS**

**(To be executed on non-judicial stamp paper of Rs 100 in value with notarization)**

*(Note: - The list attached herewith is for reference the physical condition may differ. The items mentioned below are provided on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse” basis)*

**Block A – Plant & Machinery (Including Vehicles)**

S. No.	Particulars	Cat	Description	Make	Qty.
1.	Coil Preparation Stand	Main Plant	Max width – 1500mm, max wt – 28MT,	PSL – self fabricated	1 set
2.	Double Girder EOT Crane	EOT	30MT capacity – 20m span	Magna	1set
3.	Conventional Spiral Pipe Mill	Main Plant	Max width – 1500mm, max wt – 28MT, sheet thickness – 4-18mm, max speed – 1.2m/min. With auxiliaries coil centering, hydraulic flatner, butt joint welding machine, edge milling system, formation system etc.	PSL – self fabricated	1set
4.	Welding Machines	Main Plant	8nos. Belarc DC-1500	Lincoln Electric	8nos
5.	Universal Testing Machine	Utility	For tensile testing. TUE-CN-1000	Branded	1set
6.	Flux Removal station	Main Plant	2 nos. 1 for Inside, 1 for outer	PSL – self fabricated	2nos
7.	Flux Drying Ovens	Main Plant	2 Nos.	PSL – self fabricated	2nos
8.	DG – 10kVA	Utility	10kVA Trolley mounted	Local	1set
9.	Electrical Installation	Utility	LT system	Local	lot



10.	Pipe Handling System	Main Plant	Entire plant. V roller conveyor, single way jack, rotation station, pipe racks	PSL – self fabricated	lot
11.	Double Girder EOT Crane	EOT	15MT capacity – 22m span	Magna	1set
12.	DG Set	Utility	1000kVA	Cummins	1set
13.	Screw Compressor	Utility	ELGI-525, 100hp motor, 525cfm with 3000ltr air receiver	ELGI	1set
14.	Screw Compressor	Utility	GA55C with dryer. 55kW, 158LPS	Atlas Copco	1set
15.	Workshop Equipment.	Utility	Lathe machines – 4nos, Radial Drill – 1big, 1 small, Shaper – 1, Press – 1, Grinder – 1, Milling – 1, Power Saw – 1, Round Blade saw – 1,	Local	lot
16.	End Beveling Machine	Main Plant	Up to 130 inch dia pipe. Installed – 2 machines. 1 uninstalled	PSL – self fabricated	2nos
17.	Hydro tester	Main Plant	Up to 130 inch dia pipe. Manual machinery with reciprocating & screw pumps	PSL – self fabricated	1set
18.	Double Girder Outdoor EOT Crane	EOT	10MT capacity – 15m span. Outdoor	PSL – self fabricated	1set
19.	Internal Shot blasting	Main Plant	with dust collector & shot removal tilt bridge	PSL – self fabricated	1set
20.	Internal Epoxy Paint coating line	Main Plant	With Induction heater 2750W – 6nos, Pumps	PSL – self fabricated	1set
21.	Trailer	Vehicle	TATA 3015/Tc. 22T capacity. No Road permit GJ-12-W-6720	TATA	1nos.
22.	American Crane*	Vehicle	150MT capacity Crawler Crane – GJ-12-AN-9733. Boom – 100ft	American	1nos.

23.	PQH Crane*	Vehicle	65MT capacity Crane – GJ-12-K-7966	PQH	1nos.
24.	Fork Lift	Vehicle	3MT capacity – GJ-18-H-8186	Godrej	1nos.
25.	Trailer	Vehicle	TATA 3015/Tc. 22T capacity. No Road permit. GJ12-W-6713	TATA	1nos.
26.	DG Set	Utility	320 kVA. Located at JTL factory	Local	1set
27.	Trailer	Vehicle	TATA 3015/Tc. 22T capacity. No Road permit GJ-12-X-2162	TATA	1nos.
28.	Cormac Crane	Vehicle	25MT capacity Crane – GJ-12-AN-1222	Cormac	1 nos.

*\* The original document of the said vehicle has not been handed over to the Liquidator, though this asset is lying in the Pithampur plant. The Liquidator and team shall provide assistance in issuance of duplicate documents. It shall be the sole responsibility of buyer to get it the vehicle transferred in his/her name by obtaining NOC from the RTO for which the liquidator's team shall extend cooperation.*

**Note: - The vehicles namely- Tata Sumo, Mahindra Scorpio and Hyundai Accent lying at the PSL-Pithampur Plant are not part of the sale under Block – A of Sale Notice dated 29.07.2022.**

#### **Block B: B 1 to B 7 – Vehicles**

S.No	Description of Vehicles	Vehicle No.	Make	Year
1.	Skoda Fabia - Petrol	MH 02 CB 5382	Skoda	2011
2.	Toyota Fortuner - Diesel	GJ 12 BF 4060	Toyota	2012
3.	Maruti Swift Dzire – VXi - Diesel	DD 03 F 2867	Maruti	2011
4.	Maruti Ritz - Diesel	MH 02 BT 6592	Maruti	2010
5.	Maruti Zen Estilo - Petrol	MH 02 BD 9474	Maruti	2007
6.	Honda CRV - Petrol	MH 02 BG 2477	Honda	2008
7.	Hyundai – Elantra Petrol [Scrap]	MH-02-BD-9474	Hyundai	2007

*The above list is an indicative list and may not match with the actual material lying at the site. Therefore the bidders are requested to do their due diligence, physical verification of the items lying at the site and compare with the list in this document. The liquidator or stakeholder's consultation committee would not be responsible for any variation between the actual physical material available at sites and the list provided in this document. The material is being sold in as is where basis is and as available at the site the material is not being sold based on this list which is provided in this document.*