

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for Bids for E-Auction of Assets of Samtel Color 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, Principal Bench (“NCLT”) dated 4th July, 2018.

Date of Public Announcement

26th September, 2022

Date of E-Auction

21st October, 2022

Issued by:

Mr. Sanjay Gupta

Liquidator

Samtel Color Limited

IBBI Regn No: IBBI/IPA-001/IP-00117/2017-18/10252

Samtel Color Limited

(A Company under Liquidation Process *vide* NCLT’s Order dated 4th July 2018)

Registered Office of the Company: 501, 5th Floor, Copia Corporate Suits Plot No. 9, District Centre – Jasola, South Delhi, New Delhi 110025

Mr. Sanjay Gupta, 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-00117/2017-18/10252. Mr. Sanjay Gupta has been appointed as the Liquidator of Samtel Color Limited (in Liquidation) by Hon’ble National Company Law Tribunal (NCLT), Principal Bench vide order 4th July 2018 to manage, protect, sell and liquidate the properties, assets, business and other affairs of Samtel Colors Limited (in Liquidation).

Address for Correspondence:

AAA INSOLVENCY PROFESSIONALS LLP

Address: E-10A, Kailash Colony, Greater Kailash, New Delhi 110048;

Email: samtel.colors@aaainsolvency.com, sanjaygupta@aaainsolvency.com,
assetsale1@aaainsolvency.in

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Contact No.: 8800865284

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders.

2. Terms and Conditions, deadlines etc. for participating in the E-Auction are provided in the E-Auction Process Information Document. As there is no functional website of Samtel Colors Limited (in Liquidation), hence the timelines, notifications, updates and other details for the E-Auction Process are available on the website of the Insolvency Professional Entity of the Liquidator, i.e., <http://www.insolvencyandbankruptcy.in>

3. Bidders desirous to submit their Bid have to submit their Bids on E-Auction Portal <https://nbid.nesl.co.in/app/login>

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

DISCLAIMER

1. *This E-Auction Process Information Document is issued by Mr. Sanjay Gupta , the Liquidator appointed by NCLT, in the matter of Samtel Color Limited (in Liquidation) general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Assets of Samtel Color Limited (in Liquidation) (the —Company or —Corporate Debtor) in accordance with the Code*
3. *This 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. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *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 users of this document or the bidders is highly recommended.*
5. *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, without prior written approval from the Liquidator.*
6. *Neither the Liquidator, nor his Insolvency Professional Entity, his Partners, Legal Associates, 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 E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
7. *Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
8. *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 and part of all the other terms and conditions of this E-Auction Process Information Document.*

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

9. *By procuring this E-Auction Process Information Document the interested bidders shall obtain access to the Data Room.*
10. *Under no circumstances shall the Bidder make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives her 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.*
11. *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 her 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..*
12. *The sale of assets of the Company are proposed to be done on —As is where is basis, —As is what is basis, —Whatever there is 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. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immovable assets of the Company.*
13. *The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its 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 other costs incurred in connection with or relating to its bid.*
14. *This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. 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*

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

in this E-Auction Process Information Document and may get independent advice from appropriate sources.

- 15. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. 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.*
- 16. 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.*

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

INDEX

A. INFORMATION MUST BE READ BEFORE BIDDING.....	6
B. KEY DEFINITIONS.....	11
C. INTRODUCTION.....	15
D. THE COMPANY AND ITS ASSETS OVERVIEW.....	15
E. ELIGIBILITY.....	16
F. PRE-BID QUALIFICATION FOR BUYER.....	19
G. ELIGIBILITY OF BIDDER WITH REFERENCE TO SECTION 29A.....	21
H. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER.....	24
I. PHYSICAL VERIFICATION AND SITE VISIT.....	24
J. DUE DILIGENCE.....	26
K. ASSETS TO BE AUCTIONED AND RESERVE PRICES.....	21
L. AUCTION PROCESS.....	27
M. EARNEST MONEY DEPOSIT (EMD).....	25
N. SET-OFF OF EMD AND BALANCE PAYMENT.....	32
O. DECLARATION OF SUCCESSFUL BIDDER.....	33
P. FRAUDULENT AND CORRUPT PRACTICES.....	33
Q. COSTS, EXPENSES AND TAX IMPLICATIONS.....	35
R. GOVERNING LAW AND JURISDICTION.....	36
S. TIMETABLE.....	36
FORMAT A.....	39
FORMAT B.....	42
ANNEXURE I.....	44
ANNEXURE II.....	45
ANNEXURE III.....	46
ANNEXURE IV.....	49
ANNEXURE V.....	55
ANNEXURE VI.....	57
ANNEXURE VII.....	59
ANNEXURE VIII.....	62

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of assets of Samtel Color Limited (in liquidation) (the “**Company**” or “**Corporate Debtor**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
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.
3. The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other 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.
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.
5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
6. National E-Governance Services Ltd. (NeSL) (**E-Auction Service Provider**) has been appointed as the E-Auction Service Provider. The sale of the Assets and Properties of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller 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:

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Type of Bid	E-Auction
Seller	Mr. Sanjay Gupta (Liquidator for Samtel Color Limited)
Website of E-Auction service provider	https://nbid.nesl.co.in/app/login
Service Provider	National E-Governance Services Ltd Dickenson Road, Bengaluru – 560042 Email ID - helpdesk@nesl.co.in
Annexures and Formats	<p>Format A: <i>Format for Bank Guarantee for EMD</i></p> <p>Format B: <i>Format for Bank Guarantee for EMD by an Associate Company</i></p> <p>Annexure I : <i>Basic Details of the Bidder</i></p> <p>Annexure II: <i>Affidavit by the Applicant</i></p> <p>Annexure III: <i>Affidavit and Undertaking</i></p> <p>Annexure IV: <i>Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded)</i></p> <p>Annexure V: <i>Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid form)</i></p> <p>Annexure VI : <i>Terms & Condition of the E-auction</i></p> <p>Annexure VII : <i>Confidentiality Undertaking</i></p> <p>Annexure VIII : <i>Asset Information Sheet</i></p>
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.

7. All terms and conditions with respect to the sale of the assets and properties of the company shall be governed by the directions of the Liquidator, NCLT 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 the Assets and Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale of the assets.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

8. The Annexures to this E-Auction Process Information Document shall form an integral part herein of and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended herein.

9. The title document relating to the properties shall be available on request to be made to the Liquidator at the following mail ID's:
samtel.colors@aaainsolvency.com, sanjaygupta@aaainsolvency.com,
assetsale2@aaainsolvency.in, and assetsale1@aaainsolvency.in.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

B. 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 thereto, 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 other 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 other 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 Ess Dee Aluminium Limited, a company incorporated in India, having its registered office at 1, Sagore Dutta Ghat Road, Kamarhati, Kolkata, West Bengal 700058 IN
- 2.8 “**Confidential Information**” shall mean any and all information and other 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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

- 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 other 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 her 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 piecemeal 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 thereto issued in accordance with the terms hereof;
- 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 piecemeal basis, including the balance sale payment by Successful Bidder as per the provisions of

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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. Sanjay Gupta, an insolvency professional registered with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-003/IP-N000110/2017-2018/11186, appointed by NCLT, vide its order dated 04.07.2018.
- 2.19 “**NCLT**” shall mean the National Company Law Tribunal, Principal Bench.
- 2.20 “**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.
- 2.21 “**Public Advertisement**” shall mean an announcement 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.
- 2.22 “**Qualified Bidder(s)**” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.
- 2.23 “**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.
- 2.24 “**Site Visit**” shall mean a visit to the Site; and
- 2.25 “**Successful Bidder**” means, the Qualified Bidder whose Bid is approved and who is declared successful by the Liquidator in consultation with SCC members 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.
- 2.26 “**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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

C. INTRODUCTION

1. The Liquidation Process of the Corporate Debtor has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 4th July 2018. As per the said order, Mr. Sanjay Gupta has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Corporate Debtor 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 Hon'ble NCLT in respect of the liquidation process of the Corporate Debtor and in the manner specified in this E-Auction Process Information Document.
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 Corporate Debtor and in the manner specified in this E-Auction Process Information Document.
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.

D. THE COMPANY AND IT'S ASSETS OVERVIEW

Brief Background:

Samtel Color Limited (hereinafter referred to as "the Corporate Debtor" or "SCL") is a company incorporated on 15th May, 1986 under the name and style of "Samtel Color Limited." under the provisions of the Companies Act, 1956. The company use to manufacture and trade in color picture tubes also known as Television picture tubes. The company had shut-down its manufacturing operations in the year 2011.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Samtel Color Limited was the largest integrated TV Picture Tube Manufacturer in the country with a market share in excess of 50% before it closed down. The company was also the only CRT manufacturer in India.

Insolvency Proceedings:

On September 7th, 2017 the National Company Law Tribunal, Principal Bench, New Delhi Bench, initiated the Corporate Insolvency Resolution Process for the Corporate Debtor. However, as there was no Resolution Plan in sight, the NCLT, Principal Bench, New Delhi Bench ordered for liquidation of the Corporate Debtor on 4th July, 2018. Sanjay Gupta, an Insolvency Professionals, holding IBBI Registration Number: IBBI/IPA-001/IP-P00117/2017-18/10252 was appointed as the Liquidator of the Corporate Debtor. The Liquidator took custody and control of the Assets of the manufacturing Units of the Corporate Debtor and the Liquidator has appointed a security agency to secure the premises. There is no production that is taking place at the any of the units and they are in shut down condition.

E. ELIGIBILITY

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).

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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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

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

- e) Is disqualified to act as a director under the Companies Act, 2013;
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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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;*
any investment vehicle, registered foreign institutional investor,

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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);

- (c) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (d) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (e) Such categories of persons as may be notified by the Central Government.*

F. PRE-BID QUALIFICATION FOR BUYER

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) The Company should be compliant with respect to all the compliances necessary to be followed by the Registered Companies.
- b) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws.
- c) None of its directors/designated partners/partners are disqualified to act as a “director” under the Companies Act, 2013;
- d) 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 to the Liquidator.

Eligibility Criteria for Individual: -

- a) Minimum CIBIL should be more than 650 points (A copy of the same should be attached)
- b) Latest ITR: The income tax return should have been filed till the current AY. (Kindly provide a copy of the same)
- c) Is not a defaulter under any Criminal law at the time of filing the bid.

Eligibility Criteria for Firms/Sole Proprietorship/HUF/Partnership

- a) Minimum CIBIL should be more than 650 points (A copy of the same should be attached)

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

- b) Latest ITR: The income tax return should have been filed till the current AY. (Kindly provide a copy of the same)
- c) Is not a defaulter under any Criminal law at the time of filing the bid.

The Liquidator has a discretion to accept bids/offers/interest beyond the above minimum eligibility criteria, in case, the same ensures highest realization to the stakeholders.

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) The Company should be compliant with respect to all the compliances necessary to be followed by the Registered Companies.
- b) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws.
- c) None of its directors/designated partners/partners are disqualified to act as a “Director” under the Companies Act, 2013;
- d) 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 to the Liquidator.

Eligibility Criteria for Individual: -

- a) Minimum CIBIL should be more than 650 points (A copy of the same should be attached)
- b) Latest ITR: The income tax return should have been filed till the current AY. (Kindly provide a copy of the same)
- c) Is not a defaulter under any Criminal law at the time of filing the bid.

Eligibility Criteria for Firms/Sole Proprietorship/HUF/Partnership

- d) Minimum CIBIL should be more than 650 points (A copy of the same should be attached)
- e) Latest ITR: The income tax return should have been filed till the current AY. (Kindly provide a copy of the same)
- f) Is not a defaulter under any Criminal law at the time of filing the bid.

The Liquidator has a discretion to accept bids/offers/interest beyond the above minimum eligibility criteria, in case, the same ensures highest

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

realization to the stakeholders.

G. ELIGIBILITY OF BIDDER WITH REFERENCE TO SECTION 29A:

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).

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 bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid; Provided further that nothing in this clause shall apply to a bidder where such bidder 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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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

- e) Is disqualified to act as a director under the Companies Act, 2013; *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)

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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 Organisation 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 register with the Reserve Bank of India under section 3 of the Securitisation 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.*

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

H. 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 III.**
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide“ **Annexure IV.** and duly filled, signed and stamped **Declaration by the Bidders** attached vide **Annexure V.**

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.

As per amended IBBI (Liquidation Process) (Second Amendment) Regulations, 2016 (Amended) on 16th September 2022, the liquidator shall provide at least fourteen days from issue of public notice for submission of eligibility documents by prospective bidder.

I. PHYSICAL VERIFICATION AND SITE VISIT

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.

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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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:

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

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 thereto or for any purpose in connection with the Bid.

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.

The Liquidator may coordinate a site visit for Eligible Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Eligible Bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit.

As per amended IBBI (Liquidation Process) (Second Amendment) Regulations, 2016 (Amended) on 16th September 2022, the liquidator shall be provide to qualified bidder at least seven days, for inspection or due diligence of assets under auction, from the date of declaration of qualified bidder.

The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

J. 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 properties and assets of the Company are proposed to be sold on “As is where is basis”, “As is what is basis”, and “Whatever there is 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.

K. ASSETS TO BE AUCTIONED AND RESERVE PRICES:

Particulars of the Asset	Block	Reserve Price (In Rs.)	EMD Amount (In Rs.)	Incremental Value (In Rs.)
Land admeasuring 1.70 Acres situated at Village – Chhapraula, main Ghaziabad – Dadri known as Bulandshahar Road, Ghaziabad, Uttar Pradesh -201009 having New Khasra No.- 1225 (Old Khasra No.- 607).	A	6.82 Crores	68 Lakhs	5 Lacs
Land admeasuring 0.20 Acres situated at Village – Chhapraula, main Ghaziabad – Dadri known as Bulandshahar Road, Ghaziabad, Uttar Pradesh - 201009 New Khasra No. 1222K, (old Khasra No. 604). (Title deed not available with the Liquidator) <i>*(The Title Deeds of the said property is not available with the liquidator)</i>	B	90.27 Lakhs	10 Lakhs	2 Lacs

****Note: As per the valuation report provided by one of the valuer appointed by the liquidator, the abovementioned properties does not have any demarcation and any independent access and hence they can only be approached via some adjoining property.**

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

L. AUCTION PROCESS –

a) The Qualified Bidders will deposit earnest money to participate in the auction process.

- Thereafter, the E- Auction will take place as scheduled.
- Declaration of the Successful Bidder will be done by the Liquidator after due discussion, advice and consent of the stakeholders. The liquidator and stakeholders collectively have all the powers to cancel the entire process of auction, in case the bid amount is not found acceptable to them 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.
- 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.
- The Liquidator shall issue the LOI to the Successful Bidder which is required to be signed and accepted unconditionally by the Successful Bidder and returned to the Liquidator in 7 (seven) days duly executed, the terms of which shall be binding on the Successful Bidder.
- The Successful Bidder shall be required to deposit the balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from 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 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 30th day till the date of payment. However, in case the successful bidder fails to make entire payment within 90 days from the date of Issuance of Letter of Intent, the Liquidator in consultation with stakeholders 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 and/or as directed by the Liquidator.
- Upon the payment of balance sale consideration, the sale of the Company on a piecemeal basis shall stand completed and the Liquidator shall execute a certificate of sale or any other document to consummate the sale transaction as contemplated under this E-Auction Process Information Document and the Liquidation Process Regulations. The liquidator will transfer the possession of the concerned assets as per the provision of IBC 2016 and 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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

handover.

- b)* It is clarified that any necessary approvals, consents, reliefs that may be required to be obtained by the Successful Bidder with respect to sale of the Company's assets as a piecemeal Basis as contemplated in this E-Auction Process Information Document have to be obtained by the Successful Bidder without any deviation from the time frame for payment of balance sale consideration as stipulated hereunder. The Liquidator shall not be obligated to relax any obligation of the Successful Bidder due to any failure to obtain such necessary approvals, consents, reliefs that may be required by the Successful Bidder to consummate the transaction within the timelines set out hereunder.
- c)* On receipt of the entire sale consideration (plus applicable taxes and costs as determined by the Liquidator) from the Successful Bidder, the Liquidator shall execute a sale certificate in favor of the Successful Bidder for transferring the Company as a piecemeal basis to the Successful Bidder.
- d)* 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.
- e)* 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.
- f)* 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.
- g)* 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.
- h)* 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),

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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 her 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.

M. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, along with or prior to submission of their auction bids, an amount which is equal to the 10 % of the reserve price for the block of asset that is to be bided for, as earnest money by way of a bank guarantee issued by any scheduled commercial bank in India ("Bank") in favor of the Guarantee Beneficiary, i.e., Samtel Color Limited – in liquidation, in the Format A (Earnest Money – Bank Guarantee) provided in this E-Auction Process Information Document.

It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money 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 an Eligible 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.

Mode of Payment of EMD and other instructions relating to EMD

1. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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

Account Number	0012894239
Guarantee Beneficiary Name	Samtel Color Limited(in Liquidation)
Bank Name	Kotak Mahindra Bank
Branch	C-78 Malviya Nagar Delhi, New Delhi-110017
IFSC Code	KKBK0000194

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.
4. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.
5. All the payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at assetsale1@aaainsolvency.in, samtel.colors@aaainsolvency.com and sanjaygupta@aaainsolvency.com.

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 One year.
- (iii) 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. 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 2 (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.
- (iv) It should be noted that no interest will be paid to the Bidder in relation to such EMD.

NOTE: As per amended IBBI (Liquidation Process) (Second Amendment) Regulations, 2016 (Amended) on 16th September 2022, a prospective bidder in an auction process shall deposit earnest money deposit at least up to two days before the date of auction. No request for extension for submission of bid documents or EMD shall be entertained by the Liquidator.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Forfeiture of Earnest Money Deposit / Invocation of Bank Guarantee from the E-Auction Applicant / Bidder

The Guarantee Beneficiary shall have the right to invoke the bank guarantee for a period upto 30 (thirty) days from the last date of the submission of the Earnest Money, by issuance of a written demand to the Bank in the circumstances as set out in the Bank Guarantee.

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 participated in the auction but did not place any bid and make any effort to fail the auction. The liquidator may forfeit the EMD in consultation with SCC.
- (vi) If the Bidder withdraws/cancels or make any attempt to withdraw or cancel its Bid at any time; or
- (vii) 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
- (viii) If any bidder made any effort to hamper the process of E-Auction by using wrong means or by entering any wrong figure in the portal internationally to hamper the process of E-Auction.
- (ix) 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
- (x) 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.

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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Bidder.

Set-Off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company,

In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned (without interest) to it within 14 (Fourteen) days of the date of closure of auction process.

Issuance of Letter of Intent and Transaction Documents

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 her discretion as per the terms of this E-Auction Process Document.

A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company Upon receipt of the balance sale consideration and execution of the LOI within a period of 30 days from the LOI.

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application, the Guarantee Beneficiary / Liquidator shall have the right to invoke /encash the Earnest Money furnished by the Successful Bidder

N. SET-OFF OF EMD AND BALANCE PAYMENT

The Successful Bidder shall pay the entire balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from 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 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 30th day till the date of payment.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Unless expressly indicated by the Liquidator, the EMD (if provided by way of cash transfer) or any other amount paid by the bidder post auction, 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.

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 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.

O. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase shall declare the successful bidder(s) for any asset block(s.). The successful bidder(s) shall be determined on the basis of highest bid received for the asset block (s) by the Liquidator via the E-Auction portal process. In case of any dispute / discrepancy, the Liquidator shall assess the E-Auction applications and declare the successful bidder(s) offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder (s) shall solely rest with the Liquidator at all times.

The Liquidator shall endeavor to sell all blocks and maximize overall recovery from the sale of Assets of the Company. The Liquidator may provide preference to bid (or combination of bids) that provides higher overall recovery even if, for one particular block, some other bid provides for a higher offer than a consolidated bid for that one block.

P. 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,

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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 therein 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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

“**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.

Q. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs incurred by it on account of its participation in the 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 auction Process.

It is hereby clarified that the E-Auction Process Applicant 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 E-Auction Process Applicant.

The E-Auction Process Applicant 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 and matters incidental thereto or for any purpose in connection with the E-Auction Process.

It is to be noted that all taxes applicable (including stamp duty implications and registration charges) and additional charges for right to way/easement charges/any other charges on sale of assets would be borne by the successful bidder:

1. The sale attracts stamp duty, registration charges etc. as per relevant laws
2. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / him name
3. The Successful Bidder shall bear the applicable mutation fee and all

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

the minor dues of land development agencies, local and municipal taxes, assessment charges, etc. in respect of the properties put on e-Auction.

4. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc. applicable as per the provision of GTS act or any other applicable act.

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

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.

R. GOVERNING LAW AND JURISDICTION

This E-Auction Process Information Document, the auction Process and the other documents pursuant to the E-Auction Process Information Document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document or the E-Auction Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at Delhi, India.

S. 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. The timeline for the E Auction is as follows:

S. No	Particulars of the Event	Timeline (days)
1.	Public Announcement of Auction	26.09.2022

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

2.	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	26.09.2022
3.	Submission of Bid Forms, Declaration forms by the Prospective Buyers	From 26.09.2022 to 10.10.2022
4.	Verification under Section 29 A and declaration of the Qualified bidder	11.10.2022
4.	Due Diligence and Site Visits by the Prospective Buyers	From 12.10.2022 to 19.10.2022
5.	EMD Submission	From 12.10.2022 to 19.10.2022 by 3:00 PM
6.	Date of E – Auction	21.10.2022 (3:00 PM to 5:00 PM) with unlimited extension of 5 min each.
7.	Announcement of Successful Bidder	22.10.2022
8.	Signing of the Letter of Intent (LOI)	From 22.10.2022 to 29.10.2022
9.	Return of EMD for unsuccessful bidders	From 21.10.2022 to 28.10.2022
11.	Payment of balance consideration by Successful bidder within 30 days of issuance of LOI.	From 21.10.2022 to 20.11.2022*

**While the timeline for submission of bid forms and declaration forms extends from 26.09.2022 to 10.10.2022, please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.*

However, as per the latest amendment in the Paragraph 12 of Schedule I of IBBI (Liquidation Process) (Amendment) Regulations, 2019,

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

“On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days of the date of such demand:

Provided that payments made after thirty days shall attract interest at the rate of 12%:

Provided further that the sale shall be cancelled if the payment is not received within Ninety days.”

Note:

Payment of remaining amount of the final bid as per the timeline mentioned under the Code and IBBI (Liquidation Process) Regulations, 2016

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 laws and regulations. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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. Sanjay Gupta

Liquidator – Samtel Color Ltd

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

Greater Kailash – I, New Delhi-110048

(“Liquidator”)

And

Kotak Mahindra Bank

C-78 Malviya Nagar Delhi, New Delhi- 110017

(“Kotak Mahindra 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 Samtel Colors Limited.
- B. This bank guarantee is required to be issued in favour 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 XXXXX only) to secure the obligations of the Bidder under the E- Auction Process Information Document on demand from the Beneficiary on terms and conditions hereby contained.
 1. Now therefore, the Bank hereby issues in favour of the Beneficiary this irrevocable and unconditional payment bank guarantee (**“Guarantee”**) on behalf of the *[Insert name of the Bidder]* for an amount.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

2. The Bank for the purpose hereof 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 herein under 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;

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

- 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 thisday of 20.....

Notes:

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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

FORMAT-B

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

(Should be print on the letter head of the company and duly notarized)

To

Mr. Sanjay Gupta

Liquidator – Samtel Color Limited

Having his Reg. Office at E- 10A, Kailash
colony Greater Kailash-I, New Delhi-110048

(“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 Samtel Colors Limited.

In light of the bid for assets of Samtel Colors 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 [a / 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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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 Authorised 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 Authorised Officer of the Bidder]

Rubber stamp/seal of the Bidder

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE-I

BASIC DETAILS OF THE BIDDER

(Should be print on the letter head of the company and duly notarized)

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

1. Name and Address:

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

2. Date of Establishment:

3. Core Area of Expertise:

4. Contact Person:

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

5. Company/FI Profile:

- a) Company Financial Profile (consolidated / standalone as applicable):

[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 of Directors 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”.
- f) Any other relevant details which would be useful for the Liquidator to be aware of in respect of the bidder.

SIGNATURE AND NAME OF AUTHORISED PERSON

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE –II

AFFIDAVIT BY THE APPLICANT

(To be executed on Non-Judicial stamp paper of Rs.100 and duly notarized)

I, *[name of the Individual/chairman/managing director/director/authorized person of Applicant, 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 Samtel Colors Limited that we are meeting the qualification criteria as required for submission of Bid vide advertisement dated **26th September,2022** as disclosed in the information and 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 above- mentioned proposal.

Solemnly affirmed at _____ on _____ day of 2022

Before me,
Notary/Oath Commissioner

DEPONENT

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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE -III

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. Sanjay Gupta,
The Liquidator,
Samtel Color Limited – In Liquidation
E-10A, Kailash Colony, Greater Kailash-1,
New Delhi- 110048

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.....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;

(c) 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:

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

- (e) 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 favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code;
- (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 to 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 Samtel Colors 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)

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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)

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE – IV

BID Application Form

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

(Should be in company letter head and notarized)

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

Date:

To,
Mr. SanjayGupta,
Liquidator,
Samtel Color 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 the media Journal)

Details of Corporate Debtor:

Name of Bank A/c	Samtel Color Limited -In Liquidation
Account Number	0012894239
Bank Name	Kotak Mahindra Bank
Branch	C-78 Malviya Nagar Delhi, New Delhi- 110017
IFSC Code	KKBK0000194

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	

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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:-

Bank account no.	
Name of Bank	
IFSC Code	
Branch Name	

I/We/M/s. also encloses 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:

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Terms and Condition of the E-auction

(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 and WHATEVER THERE IS**” BASIS through approved service provider M/S National E-Governance Services Ltd. (NeSL).
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. Raj Kumar/ Mr. Puneet Sachdeva** 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 (Samtel Colors 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. The properties mentioned above can be inspected by the prospective bidders at the site with prior appointment, contacting **Mr. Raj Kumar/ Mr. Puneet Sachdeva: +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 “**Samtel Color Limited- In Liquidation**”, Account No.: **0012894239**, Kotak Mahindra Bank, IFSC Code: **KKBK0000194**, C-78 Malviya Nagar Delhi, New Delhi- 110017, or through DD drawn on any Scheduled Bank in the name of “**Samtel Color 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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

- (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 3:00 PM of 19th October, 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 is with reference to transfer of land or any other asset which requires transfer of ownership. In this regard, the liquidator will 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. As per the Insolvency and Bankruptcy Board of India (Liquidation Process) (Second Amendment) Regulations, 2022, the prospective bidder would be provided a period of 14 days for submitting the eligibility documents from the issue of the Sale Notice in the newspapers and a period of 7 days would be provided to the qualified bidder for inspection or due diligence of assets under auction, from the date of declaration of qualified bidder by the liquidator.**
 12. The Name of the Eligible Bidders will be identified by the Liquidator to participate in e-auction on the portal <https://nbid.nesl.co.in/app/login>. The E-Auction Service Provider M/S National E-Governance Services Ltd. (NeSL) will provide User id and password by email to eligible bidders.
 13. 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.
 14. 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 **seven working** days after the date of E-Auction.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

15. **The EMD shall not bear any interest.** The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount – EMD Amount) within 30 days on issuance of the LOI by the Liquidator. Default in deposit of the balance amount by the successful bidder within the time limit as mentioned in the LOI would entail forfeiture of the entire amount deposited (EMD + Any Other Amount) by the Successful Bidder
16. 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.
17. 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.
18. 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.
19. The sale shall be subject to conditions and provisions under Insolvency and bankruptcy code, 2016 and regulations made thereunder.
20. 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.
21. 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.
22. 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.
23. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

Date:

Place: New Delhi

Mr. Sanjay Gupta

Liquidator

IBBI Reg. No: IBBI/IPA-001/IP-00117/2017-18/10252

Samtel Color Limited

(A company under liquidation process vide the NCLT order dated 4th July, 2018) Registered office: 501, 5th Floor, Copia Corporate Suits Plot No. 9, District Centre – Jasola, South Delhi, New Delhi 110025.

Email: samtel.colors@aaainsolvency.com, sanjaygupta@aaainsolvency.com,
assetsale1@aaainsolvency.in

Mr. Sanjay Gupta 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-00117/2017-18/10252. The affairs, business and property Samtel Color Limited are being managed by the Liquidator, Mr. Sanjay Gupta.

IP registration details as under:

IP Registration No.- IBBI/IPA-001/IP-00117/2017-2018/10252

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

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

Email: samtel.colors@aaainsolvency.com, sanjaygupta@aaainsolvency.com,
assetsale1@aaainsolvency.in.

Contact No. - 011-46664600

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE -V

Declaration by Bidders

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

To,
Mr. Sanjay Gupta,
The Liquidator,
Samtel Color 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 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.
4. 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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

5. 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.
6. 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 Document 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.
7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be absolute/final and binding on me/us.
8. I/We also undertake to abide by the additional conditions or decisions made by the Liquidator if announced/made 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.
9. 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.
10. 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...

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE VI

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 III and V* 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.

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

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. After the conclusion of the E-auction for each Property, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
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.
13. **The Liquidator is not having the Original Title Deeds of Land admeasuring 0.20 Acres but the certified true copy of the original title deeds would be provided by the liquidator to the H1 Bidder, which would be made available to the said H1 Bidder only after the payment of the full balance sale consideration.**
14. **As per valuation report of one of the valuer, currently, the subject properties does not have any demarcation as there is no direct way to reach the subject land parcel independently and the access to both the land parcels is available through other adjoining property i.e. main land parcel of Samtel Color Limited admeasuring 65.023 Acres. All the prospective buyers are requested to conduct their due diligence while visiting the site of the Corporate Debtor.**

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE-VII

CONFIDENTIALITY UNDERTAKING

(On stamp paper)

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 favour of Mr. Sanjay Gupta, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P00117/2017-18/10252

WHEREAS M/s Samtel Color Limited, a company registered under Companies, Act, 1956 (hereafter referred as the "Company") is undergoing liquidation vide NCLT Principal Bench ("NCLT") order dated 04.07.2021 at NCLT website. Vide the said NCLT Order Mr. Sanjay Gupta, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IPP00117/2017-18/10252 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of Samtel Color 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:

1. 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.

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

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

a) 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;

b) 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;

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

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

e) 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.

f) 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;

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

h) 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

i) 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.

3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:- a) 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 b) 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 c) 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).

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

4. 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.

5. 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.

6. 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.

7. 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).

8. 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.

9. 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.

10. 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:

E-AUCTION PROCESS DOCUMENT

Date of E-Auction: - 21.10.2022

ANNEXURE-VIII

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

DESCRIPTION OF THE ASSET TO BE SOLD

BLOCK -A

Freehold Land admeasuring 1.70 Acres (6,879.66 Sq. Mtr) Situated at Village – Chhapraula, main Ghaziabad – Dadri known as Bulandshahar Road, Ghaziabad, Uttar Pradesh -201009 having New Khasra No.- 1225 (Old Khasra No.- 607).

BLOCK -B

Freehold Land admeasuring 0.20 Acres (890.00 Sq. Mtr) Situated at Village – Chhapraula, main Ghaziabad – Dadri known as Bulandshahar Road, Ghaziabad, Uttar Pradesh -201009 New Khasra No. 1222 K, (Old Khasra No. 604).