

**E-AUCTION PROCESS INFORMATION DOCUMENT**  
**(Sale of Assets and Properties owned by Corporate Debtor)**

**Terms & Conditions**

**For**

**Participation in E-Auction Process for Sale of Firestar Diamond International Private Limited – In Liquidation (“Company” / “Corporate Debtor”) under the provisions of Insolvency and Bankruptcy Code, 2016 vide order of Hon’ble National Company Law Tribunal, Mumbai Bench (“NCLT”) dated 26<sup>th</sup> February 2020.**

**Date of Public Advertisement**

**03/12/2022**

**Date of E-Auction**

**07/01/2023**

**Issued by Liquidator, Santanu T Ray**

**(Registration No.: IBBI/IPA-002/IP-N00360/2017-2018/11055)**

**Liquidator of**

**Firestar Diamond International Private Limited – In  
Liquidation**

**Registered office: Unit No. 23, 3<sup>rd</sup> Floor, Tower II, Wing B, Kohinoor City, Kirol  
Road, Off LBS Marg, Kurla West Mumbai City MH 400070 IN**

**Correspondence Address – 144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point,  
Mumbai 400021**

**Email: [santanutrav@aaainsolvency.com](mailto:santanutrav@aaainsolvency.com)**

**[liquidator.firestardiamond@aaainsolvency.com](mailto:liquidator.firestardiamond@aaainsolvency.com)**

(Santanu T Ray is a Registered Insolvency Professional with Insolvency and Bankruptcy Board of India (“IBBI”). His Registration number is IBBI/IPA-002/IP-N00360/2017-2018/11055. **Mr. Santanu T Ray** has been appointed as a Liquidator of **Firestar Diamond International Private Limited** by Hon’ble NCLT, Mumbai Bench, vide its order dated **26<sup>th</sup> February 2020**. The affairs, business and property of **Firestar Diamond International Private Limited** (in Liquidation) are being managed by the Liquidator, Mr. Santanu T Ray.)

SD/-

**SANTANU T RAY**

**Liquidator of Firestar Diamond International Private Limited**

**IP Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055**

**Communication Address & Email ID:**

**144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point, Mumbai 400021**

liquidator.firestardiamond@aaainsolvency.com

**Registered Address & Email ID with IBBI:**

**144 – B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point, Mumbai – 400 021**

santanutrayer@aaainsolvency.com

**Date:** 03/12/2022

**Place:** Mumbai

**NOTES:**

1. This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) is issued only for the Bidders interested in participating in the liquidation process of **Firestar Diamond International Private Limited**.
2. The terms and conditions, deadlines etc. for participating in the electronic auction are provided in this E- Auction Process Information Document.
3. The timelines, notifications and other details for the E-Auction Process are available on the website ([www.insolvencyandbankruptcy.in](http://www.insolvencyandbankruptcy.in)) of Insolvency Professional Entity of the

Liquidator and will also be available on the website / link (<https://aaa.auctiontiger.net>) of the E-Auction Service Provider i.e. **M/S E-Procurement Technologies Limited** (Auction Tiger). Bidders desirous to submit their Bid have to submit their Bid on E-Auction portal of the E-Auction Service Provider.

4. The term “Sale of the Company or Corporate Debtor” wherever used in this document shall mean, Sale of the Assets and Properties owned by the Corporate Debtor in accordance with the provisions of IBC, Liquidation Process Regulations and this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).
5. The entire process shall be subject to extant Regulations, the Code and approval of the Judicial Authority.

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## DISCLAIMER

*This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) is issued by Mr. Santanu T Ray (an insolvency professional with Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055), the Liquidator appointed by the Hon'ble National Company Law Tribunal, Mumbai Bench vide its order dated 26<sup>th</sup> February 2020, for general information purposes only to provide general information, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.*

*The purpose of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) is to lay out the process for submitting the Bid by the prospective Bidders through E- Auction for participating in the process of Sale of Assets and Properties owned by Corporate Debtor basis in accordance with the provisions of E- Auction Process Information Document, IBC and Liquidation Process Regulations. Neither this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) does not solicit any action based on the material contained herein.*

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

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

*This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), without prior written approval from the Liquidator.*

*Distributing or taking/ ending/ dispatching/ transmitting this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, directors, employees, agents, representatives or managers of the process shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.*

*Neither the Liquidator (**Santanu T Ray**), nor his Insolvency Professional Entity (**AAA Insolvency Professionals LLP**), its / his Partners, Directors, colleagues, advisors, agents, employees, representatives, affiliates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.*

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

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

*No Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document (Sale of*

*Assets and Properties owned by Corporate Debtor) or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.*

*The sale of the Assets of the Company is proposed to be done on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis and the proposed sale of the assets of the Company does not entail transfer of any other 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.*

*The Bidders 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.*

*This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) 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 prospective Bidders with information that may be useful to them in making their Bid. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and may get independent advice from appropriate sources.*

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

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

*Neither the information in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) nor any other written or oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.*

*It is to be noted that by procuring a copy of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), the recipient accepts the terms of this Disclaimer, which forms an integral part of this E- Auction Process Information Document.*

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## 1. INFORMATION MUST BE READ BEFORE BIDDING

- 1.1 This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) has been issued for the purpose of carrying out E-Auction by sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations.
- 1.2 The information provided in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.
- 1.3 The information contained in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) or subsequently provided to Bidder(s), whether verbally or in documentary or electronically 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 (Sale of Assets and Properties owned by Corporate Debtor).
- 1.4 This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) does not constitute advice and the Liquidator should not be held responsible for any sort of claim on the name **Firestar Diamond International Private Limited** by any constitution / party (including related party (ies)). The Liquidator hereby excludes any warranty, express or implied by any party on the name FDIPL. No responsibility is taken by the Liquidator regarding any implications on the future usage of the name FDIPL.
- 1.5 The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) or, any action taken or omitted to be taken pursuant to this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor). 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 (Sale of Assets and Properties owned by Corporate Debtor). Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion without obligation to notify any Person of such revision or changes.
- 1.6 The issuance of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) does not imply that the Liquidator is bound to select a bidder or to appoint the preferred Bidder as Successful Bidder for acquisition of the Company and the Liquidator reserves the right to reject all or any of the Bidders or their Bid(s) without assigning any reason whatsoever.

- 1.7 The sale of the Company as contemplated in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) shall be undertaken by the E-Auction Service Provider for and on behalf of the Liquidator through an E-Auction platform provided on the website portal of the E-Auction Service Provider (“**Platform**”). Other details with respect to the E- Auction are as follows and the relevant annexures and formats are provided herein:

Type of Bid	E-Auction (online only)
Seller	Santanu T Ray (Liquidator for Firestar Diamond International Pvt. Ltd.
Website of E-Auction Service Provider	<a href="https://aaa.auctiontiger.net">https://aaa.auctiontiger.net</a>
E-Auction Service Provider	<b>M/S E-Procurement Technologies Limited (Auction Tiger),</b> A-201, Wall Street – II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380006, Gujarat (India) <b>Person:</b> Rikin Brahmaxtriya <b>Email ID:</b> <a href="mailto:rikin@auctiontiger.net">rikin@auctiontiger.net</a> , <a href="mailto:Sales@AuctionTiger.net">Sales@AuctionTiger.net</a> <b>Mobile No:</b> (+91) 63518 96833 / 99133 26773
Annexures and formats	<b>Format A:</b> Format for letter for submission of EMD by Associate/Associate Company (where applicable) <b>Annexure I:</b> Affidavit and Undertaking <b>Annexure II:</b> Bid Application Form (to be duly filled in and signed and stamped by the bidder and uploaded) <b>Annexure III:</b> Bid Declaration Form (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid Application Form) <b>Annexure IV:</b> Technical Terms and Conditions of E-Auction <b>Annexure V:</b> Confidentiality Undertaking <b>Annexure VI:</b> Details of the bidder <b>Annexure VII:</b> Affidavit by the Applicant– Pre bid qualifications

All terms and conditions with respect to sale of Company shall be governed in accordance with the provisions of IBC and Liquidation Process Regulations read with the directions issued by the Liquidator and NCLT from time to time. As mandated, the Liquidator shall exercise all rights with respect to sale of the Company and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary to facilitate the Liquidator in conducting the sale of the Company.

- 1.8 The Annexures and Formats to this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) shall form an integral part hereof and this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) shall always be read in conjunction with the Annexures and Formats appended hereto.
- 1.9 This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) is neither transferable nor assignable.

- 1.10 All title documents in relation to assets of the Company as is available with the Liquidator shall be made available to Qualified Bidder(s) on request to the Liquidator through Data Room maintained at the link provided by the Data Room Service Provider. Nothing contained in this E- Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, any other law in force, and/ or any instrument having the force of law, as may be applicable to them.
- 1.11 The Bidder shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.
- 1.12 The laws of the Republic of India are applicable to this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).

## **2. KEY DEFINITIONS**

- 2.1 **“Affidavit and Undertaking”** shall mean the affidavit and undertaking provided by the Bidder 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 (Sale of Assets and Properties owned by Corporate Debtor) 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 (Sale of Assets and Properties owned by Corporate Debtor); 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 (Sale of Assets and Properties owned by Corporate Debtor);
- 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 (Sale of Assets and Properties owned by Corporate Debtor);

- 2.7 **“Company” or “Corporate Debtor”** shall mean **Firestar Diamond International Private Limited**, a company incorporated in India, having its registered office at Unit No. 23, 3<sup>rd</sup> Floor, Tower II, Wing B, Kohinoor City, Kirol Road, Off LBS Marg, Kurla West Mumbai City MH 400070 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 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 his representatives pursuant to the liquidation process or through the Confidentiality Undertaking;
- 2.9 **“Confidentiality Undertaking”** shall mean an undertaking as specified in **Annexure V** herewith;
- 2.10 **“Data Room”** shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company;
- 2.11 **“E-Auction Process”/“E-Auction”** shall mean the electronic auction process for sale of the Company conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E- Auction Process Information Document inviting Bid from the Bidders for consummating the sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations;
- 2.12 **“E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor)”** 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 **“Final Order”** shall mean the final, non – appealable order passed the Judicial Authority (including in an appeal) pursuant to the application/appeal filed by the Liquidator before such Judicial Authority, whether approving or rejecting the sale under Liquidation of the corporate debtor to the Successful Bidder.
- 2.15 **“Final Approval Order”** shall mean order of any of the Judicial Authority (in original

application to NCLT or in an appeal) approving the sale under Liquidation of the corporate debtor to the Successful Bidder.

- 2.16 “**IBC**”/ “**Code**” shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time;
- 2.17 “**Judicial 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.
- 2.18 “**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, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations;
- 2.19 “**Liquidation Process Regulations**”/ “**Regulations**” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- 2.20 “**Liquidator**” means **Mr. Santanu T Ray**, an insolvency professional registered with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-002/IP-N00360/2017-2018/11055, appointed by NCLT, vide its order dated 26<sup>th</sup> February 2020;
- 2.21 “**NCLT**” shall mean the National Company Law Tribunal, Mumbai Bench;
- 2.22 “**NCLAT**” shall mean the National Company Law Appellate Tribunal;
- 2.23 “**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;
- 2.24 “**Public Advertisement**” shall mean an announcement dated 03.12.2022 in newspaper(s) inviting an expression of interest from the Bidders, who shall submit their Bid to participate in the liquidation process of the Company in accordance with the provisions of IBC and Liquidation Process Regulations;
- 2.25 “**Qualified Bidder(s)**” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor);
- 2.26 “**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;
- 2.27 “**Reserve Price**” shall mean the price of **Rs. 63,70,86,722** arrived at for the Corporate Debtor

, pursuant to the provisions of the Liquidation Process Regulations;

- 2.28 “**Site Visit**” – Interested parties will have to take prior appointment via email by providing the details as mentioned in the process documents for bidders to be eligible to participate in the auction. They will also have to provide the name, KYC and Authorization Letter in favor of **not more than two persons** who will visit the premises for inspection.

On receipt of the mail and after verification of the documents, the liquidator’s team will give an appointment to the interested bidder for inspection and the interested bidder must be present on the appointed date at the appointed time. It must be noted that no walk-in requests will be entertained. No inspection would be granted after 29/12/2022.

- 2.29 “**Successful Bidder**” means, the Qualified Bidder whose Bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase as per the provision of this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), provisions of IBC and the Liquidation Process Regulations through which the Successful Bidder proposes to consummate the sale transaction as per this E-Auction Process Document.
- 2.30 “**Taxes**” means any taxes including any stamp duty, interest tax, excise duties, customs duties, value added tax, sales tax, local taxes, charges, cess, income tax, TDS, TCS, GST, CST, entry tax, octroi and any impost or surcharge of like nature (whether central, state or local) charged, levied or imposed by any governmental authority, as per the requirements of Applicable Laws.

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

### 3. INTRODUCTION

- 3.1 The insolvency application was filed by **CORPORATION BANK** (‘Financial Creditor’) under section 7 of the Insolvency and Bankruptcy Code, 2016 against **Firestar Diamond International Private Limited** (herein referred to as CD) read with Rule 4 of Insolvency and Bankruptcy Code (Application to Adjudicating Authority) Rules, 2016, the insolvency application was duly heard and admitted by the Hon’ble NCLT, Mumbai Bench. This Hon’ble Tribunal was pleased to pass an order dated 25<sup>th</sup> September, 2019 to initiate Corporate Insolvency Resolution Process of the CD and one **Mr. Ram Ratan Kanoongo** (IP Registration No. IBBI/IPA-001/IP-P00070/2017-2018/10156) was appointed as the Interim Resolution Professional. In the fourth meeting of Committee of Creditors (‘CoC’), the members decided to go for the Liquidation process as it was the last resort option available with the creditors under Code and the members opined that during Liquidation the assets of the CD shall be sold as not Going Concern. Further, since the corporate office, registered office, manufacturing facility, all secured and unsecured assets of the Corporate Debtor are attached by the Enforcement Directorate in terms of the POA’s, the COC concluded that there is no possibility of finding any resolution to the Corporate Debtor under the present circumstances and thus in exercise of their commercial wisdom resolved to liquidate the Corporate Debtor. Therefore the COC resolved to Liquidate the Corporate Debtor with 98.24% majority as it was not a going

concern and recovery action had already been initiated by the Banks / creditors against the Corporate Debtor and guarantors & further resolved to replace the IRP and proposed to appoint Mr. Santanu T. Ray having the Registration No IBBI/IPA-002/IP-N00360/2017-2018/11055 as the Liquidator.

- 3.2 Pursuant thereto, an Application for commencement of the Liquidation of the Corporate Debtor was filed before this Hon'ble National Company Law Tribunal, Mumbai. The said application was allowed by this Hon'ble Tribunal vide its order dated 26<sup>th</sup> February 2020 thereby commencing the liquidation process of the Corporate Debtor and was pleased to appoint Santanu T. Ray, Regd. No. IBBI/IPA-002/IP-N00360/2017-18/11055, the undersigned as Liquidator for the purpose of carrying out the liquidation of the Corporate Debtor. Accordingly the Liquidator has made a public announcement in Form B of Schedule II on 4<sup>th</sup> of March, 2020 in the newspapers namely Economic Times, all India Edition and Navshakti, Mumbai edition, calling upon the stakeholders to submit their claim and the last date for submission of claim was 2<sup>nd</sup> of April, 2020.
- 3.3 The Liquidator seeks for exclusion of the period of Lockdown imposed by the central government in light of the Covid-19 Pandemic between 23<sup>rd</sup> March 2020 and 31<sup>st</sup> August 2020 (i.e. 161 days) from the duration of the Liquidation Proceeding of One year in accordance with Regulation 44(1) of the Liquidation Process Regulation. Further, the Liquidator seeks an extension of the period of Liquidation of the Corporate Debtor by another One year from 11<sup>th</sup> August 2021 (i.e. expiry of liquidation period after excluding 161 days). The said Application was allowed by 29<sup>th</sup> July, 2021.
- 3.4 That upon taking over the charge as the Liquidator of the Corporate Debtor, it came to the knowledge of the Liquidator that majority and substantial assets of the Corporate Debtor have been attached/seized by the Directorate of Enforcement. That it is the statutory duty and obligation of the Liquidator to ensure that the assets of the Corporate Debtor, in liquidation are liquidated at the earliest. The realization from such sale of assets is required to be distributed among the various stakeholders. It is also obligation of the Liquidator that maximum value of the assets of the Corporate Debtor is realized. It is in order to fulfill these obligations and to ensure smooth and legal process of sale of the Assets belonging to the Corporate Debtor, the Liquidator filed I.A No. 1261, 1401 & 1853 OF 2020 in C.P. NO. 2096/(MB)/2019 interalia seeking for de-attachment/de-seizure of the assets belonging to the Corporate Debtor and handing over the custody thereof to the Liquidator/ Applicant herein.
- 3.5 The Liquidator filed an Application before this Hon'ble Tribunal I.A NO. 1261 OF 2020 IN C.P. NO. 2096/(MB)/2018 seeking for orders for de-attachment of assets owned by Firestar Diamond International Private Limited, attached by Directorate of Enforcement vide Provisional Attachment Order ("PAO") nos. 02/2018, 06/2018, 5/2019 which came to be confirmed vide Orders dated 6<sup>th</sup> August, 2018, 12<sup>th</sup> November 2018 and 15<sup>th</sup> July 2019 respectively passed by the Hon'ble Adjudicating Authority, under the Prevention of Money Laundering Act 2002.
- 3.6 The Liquidator filed an Application before the Hon'ble Tribunal I.A NO. 1401 OF 2020 IN C.P. NO. 2096/(MB)/2018 seeking for orders for de-seizure of assets, owned by the Firestar Diamond International Private Limited, seized in search conducted u/s. 17(4) of the Prevention of Money Laundering Act 2002 (hereinafter referred to as the "PMLA") by the Respondent on

the premises of the Corporate Debtor and retention of seizure allowed vide order passed by the Hon'ble Adjudicating Authority under the PMLA in OA-No. 185/2018 dated 2<sup>nd</sup> August, 2018.

- 3.7 The Liquidator filed an Application before this Hon'ble NCLT, Mumbai vide case bearing I.A. No. 1853 OF 2020 IN C.P. NO. 2096/(MB)/2018 seeking for orders for de-seizure of assets, owned by the Firestar Diamond International Private Limited, seized by the Directorate of Enforcement and recorded in Panchnama drawn on 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup> February, 2018.
- 3.8 That Major and substantial assets of the Corporate Debtor are attached by the Directorate of Enforcement under the provisions of Prevention of Money Laundering Act, 2002. The Hon'ble Special Judge under the Prevention of Money Laundering Act, 2002 (PMLA) at Greater Bombay in Application Exhibit No. 113 in PMLA Special Case No. 4 of 2018 passed an order dated 13<sup>th</sup> August, 2021 directing the Directorate of Enforcement to release the assets of the CD to the Liquidator. Therefore, all the assets belonging to corporate debtor (Except for the Cars Sold by the ED as mentioned in detail below) remain to be handed over to the Liquidator and to be sold and realized. Accordingly the ED had initiated the process of handover of the Assets of the CD and the Assets released are categorized as Liquid Assets (Comprising the de-attached Bank accounts of the CD) and Physical Assets (Comprising the de-attached Immovable Properties and Inventory of the CD).
- 3.9 This document covers the terms and conditions and Reserve Price for the sale of the company.
- 3.10 It is the endeavor of the Liquidator to conduct the sale of Company, as per the Liquidation Order dated 26/02/2020 and in accordance with the provisions of IBC and the Liquidation Process Regulations for sale of the corporate debtor through E- Auction, read with any other Applicable Law(s) in the manner specified in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).
- 3.11 The E-Auction would be conducted in the manner specified in the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications issued pursuant to or under IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner as specified in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).
- 3.12 The Bidders are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.

#### **4. AN OVERVIEW OF THE COMPANY**

The Corporate Debtor was incorporated under the Companies Act, 1956 on 9<sup>th</sup> September, 2006 in the name of "Jewelry Creators International Private Limited". The Corporate Debtor was later renamed as "Firestone Diamond Private Limited" and subsequently renamed as "**FIRESTAR DIAMOND INTERNATIONAL PRIVATE LIMITED**" on 5<sup>th</sup> October 2011. The Corporate Debtor was primarily incorporated with the object to carry on the business and activities of manufacturing, cleaving, sawing, cutting, polishing, processing,



indenting, assorting, model making, casting, polishing, preparing, studding, furnishing, refining, enamelling and of buying, selling, importing, exporting, supplying, distributing and dealing in cut and uncut gems, cut and uncut diamonds, industrial diamonds, boart whether rough or coarse or polished, cut and uncut precious and semi-precious stones and pearls, whether real or cultured rubies, synthetic gems, plain and studded jewelry in gold, platinum, silver, copper, brass their alloys and other metal and studded with diamonds, pearls, synthetic gems, precious and semi-precious stones.

As on the Liquidation Commencement date Mr. Nirav Deepak Modi & Haresh Vrajlal Shah are the only Director/signatory of the Corporate Debtor as per the MCA records. It is pertinent to re-iterate herein that Mr. Nirav Modi has been absconding from the country from early 2018 and the offices/factories and all other major and substantial assets of the Corporate Debtor are attached by the Enforcement Directorate.

#### 4.1 **Present Status**

The Hon'ble NCLT vide its Liquidation Order dated 26/02/2020 has ordered commencement of liquidation process of the Company as per Section 33 of the IBC read with Liquidation Process Regulations. The Liquidator is in the process of inviting qualified bidders to participate in the E- Auction for sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations, subject to the terms laid down in this E-Auction Process Document.

### 5. **ELIGIBILITY**

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

#### **Legal Criteria:**

Proviso to Section 35A (f) of the IBC provides that the Liquidator shall not sell the assets of the Company to any person who is not eligible to be a resolution applicant. Section 29A of IBC defines the persons not eligible to be resolution applicant. Section 29 A of the IBC is reproduced as below for reference purposes only:

#### **“Sec 29A. Persons not eligible to be resolution applicant:**

A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person-

- 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 (10 of 1949);*
- c) *at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949*

*(10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor.*

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

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

*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 the expiry of a period of two years from the date of his release from imprisonment:*

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

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

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

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

*g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or*

*fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:*

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

- h) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or*
- i) has a connected person not eligible under clauses (a) to (i).*

*Explanation I - 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 resolution applicant; or*
- ii. any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; 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 Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:*

*Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;*

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

- (a) a scheduled bank;*
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of*

*Understanding;*

- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);*
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) such categories of persons as may be notified by the Central Government”.*

#### **PRE BID QUALIFICATIONS**

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) Minimum Net Worth of Rs. 10 Crore as per the Financial Statements of the latest Financial Year;
- 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) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

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

- a) Minimum Net Worth of Rs. 5 Crore as per the Financial Statements of the latest Financial Year;
- 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 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 required to assess the above criteria to the Liquidator. 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.

#### **6. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY**

## OF THE BIDDER

- 6.1 The Bidder would need to submit the following forms, documents and authorizations as part of the E-Auction by the Bidder(s) as per the timelines prescribed in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor):
- 6.1.1 Ownership structure and composition of the Bidder, Proof of Identification, Current Address-Proof, PAN card, valid e-mail ID, Landline and mobile phone number etc.
- 6.1.2 Authorization to the Signatory (in case the bidder is a legal entity).
- 6.1.3 The interested bidder must submit the Affidavit and Undertaking and Confidentiality Undertaking (through Authorized Signatory, in case the bidder is a legal entity). The format for the Affidavit and Undertaking is attached vide **Annexure I** and the format for the Confidentiality Undertaking is attached vide **Annexure V**.
- 6.1.4 The interested bidder must submit the details under **Annexure VI** and provide the undertaking and affidavit for eligibility under **Annexure VII**.
- 6.2 A Qualified Bidder will need to submit the duly filled, signed and stamped Bid Application Form attached vide **Annexure II**, and duly filled, signed and stamped Bid Declaration Form by Bidders attached vide **Annexure III**. Please note that only the Qualified Bidder(s) will gain access to Data Room, Information Memorandum, documentation, additional information in relation to the Company required for due diligence after due submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking stated in para 6.1.1 to para 6.1.3 above.
- 6.3 Further, it should be noted that at any stage of the E-Auction Process, the Liquidator may ask for further documents from the Bidder(s) to evaluate their eligibility. The Liquidator, at his discretion may disqualify the Bidder(s) for non-submission of the requested documents.
- 7. SITE VISIT**
- 7.1 On receipt of the mail and after verification of the documents, the liquidator's team will give an appointment to the interested bidder for inspection and the interested bidder must be present on the appointed date at the appointed time. It must be noted that no walk-in requests will be entertained. No inspection would be granted after 29/12/ 2022.
- 7.2 The Qualified Bidder is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to Site Visits shall be borne by the Qualified Bidder.
- 7.3 In Site Visit, the Qualified Bidder(s) may carry out its own comprehensive due diligence in respect of the Company and shall be deemed to have full knowledge of the condition of the Company, its assets, relevant documents, information etc. whether or not the Qualified Bidder actually inspects or participates in the Site Visit or verifies the document provided by the Liquidator. During the Site Visit, a Qualified Bidder shall not:

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

7.4 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.

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

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

## 8. SALE UNDER LIQUIDATION.

8.1 The Liquidator under this E-Auction Process Document, proposes the sale of Company in accordance with the provisions of the Insolvency and Bankruptcy Code, 2018. **The procedure for the E-auction Process and the declaration of the Successful Bidder shall be as per the terms of the E-Auction Process Document.**

8.2 **The Bidders have 4 Options to bid categorized as Option A, Option B, Option C, and Option D. Further Option A has an overriding preference over Option B, Option C, and Option D, which means if there is a bid received under Option A the bidder will be treated as preferred bidder and the bids received in other individual options will stand cancelled. Such overriding option shall not be applicable in a scenario when the cumulative bid amounts received by adding the successful bids received under the rest of the 3 options (Option B, Option C and Option D) is higher than the bid received for Option A, wherein Liquidator shall be having the authority to decide between the bids received and declare a successful bidder, in order to maximize the value for the Creditors/Stakeholders.**

Asset	Reserve Price (In Rs.)	Initial EMD Amount (Rs.)	Incremental Value (Rs.)
<b>Option – A</b>			
All the assets of the Corporate Debtor including Plant & Machinery & Car Parking.	63,70,86,722	6,37,08,672	10,00,000

OR			
Option – B			
Sale of Unit No. 2G, Ground Floor, Wing ‘B’, Kohinoor City, Kirol Road, Off LBS Marg, Kurla West along with Plant & Machinery and Car Parking.	18,66,67,323	1,86,66,732	5,00,000
Option – C			
Sale of Unit No. 23, 3 <sup>rd</sup> Floor, Tower II, Wing ‘B’, Kohinoor City, Kirol Road, Off LBS Marg, Kurla West along with Plant & Machinery and Car Parking.	22,58,62,974	2,25,86,297	5,00,000
Option – D			
Sale of Unit No. 24, 4 <sup>th</sup> Floor, Tower II, Wing ‘B’, Kohinoor City, Kirol Road, Off LBS Marg, Kurla West along with Plant & Machinery and Car Parking.	22,45,56,425	2,24,55,642	5,00,000

### **Important Notes:**

\*Certain packed materials like artifacts & furniture kept at open space area on ground floor of the said premises does not belong to the corporate debtor & will not be the part of this auction. These are presently under attachment of Enforcement Directorate. (ED) and will be removed before handing over possession to the successful bidder.

**\*Inspection: Interested parties will have to take prior appointment via email by providing the details as mentioned in the process documents for bidders to be eligible to participate in the auction. They will also have to provide the name, KYC and Authorization Letter in favor of not more than two persons who will visit the premises for inspection.**

**On receipt of the mail and after verification of the documents, the liquidator’s team will give an appointment to the interested bidder for inspection and the interested bidder must be present on the appointed date at the appointed time. It must be noted that no walk-in requests will be entertained. No inspection would be granted after 29<sup>th</sup> December 2022**

\*An application under section 7 of the Insolvency and Bankruptcy Code, 2016 (“IBC”) was filed by Corporation Bank, the Financial Creditor. The same was admitted by this Hon’ble Tribunal vide its order dated 25<sup>th</sup> September 2019 and thereby initiating Corporate Insolvency Resolution Process (hereinafter referred to as “CIRP”) of the Corporate Debtor herein.

That the Hon’ble Tribunal appointed one Mr. Ram Ratan Kanoongo as the Interim Resolution Professional for the purpose of carrying out the CIRP of the Corporate Debtor. The Interim Resolution Professional constituted the Committee of Creditors and upon constitution of the Committee of Creditors (“COC”), the COC in its 4<sup>th</sup> meeting resolved to Liquidate the Corporate Debtor with 98.24%

majority as it was not a going concern and recovery action had already been initiated by the Banks / creditors against the Corporate Debtor and guarantors. Further, since the corporate office, registered office, manufacturing facility, all secured and unsecured assets of the Corporate Debtor are attached by the Directorate of Enforcement. The COC in the said circumstances, concluded that there is no possibility of finding any resolution to the Corporate Debtor and thus in exercise of their commercial wisdom resolved to liquidate the Corporate Debtor. The COC further resolved to appoint Mr. Santanu T. Ray as the Liquidator. Pursuant thereto, an Application for commencement of the Liquidation of the Corporate Debtor was filed before this Hon'ble Tribunal.

The said application was allowed vide order dated 26<sup>th</sup> February 2020 thereby commencing the liquidation process of the Corporate Debtor and Santanu T. Ray, Regd. No. IBBI/IPA-002/IP-N00360/2017-18/11055, the undersigned was appointed as Liquidator for the purpose of carrying out the liquidation of the Corporate Debtor. The certified copy of the order dated 26<sup>th</sup> February 2020 was received by the undersigned on 3<sup>rd</sup> March 2020.

\*The corporate debtor is non-functional since 2017. The suspended board of director's post 2017 has never filed the records in ROC and also simultaneously were non-compliance with all other relevant laws

The Liquidator shall not be responsible in any manner for assisting/coordinating/ obtaining any transfers/ renewals/ permissions/ approvals whether of any documents/ license and permissions/ approvals/ insurance policies/ either in the name of the Corporate Debtor or the Successful Bidder and the sole responsibility for the same shall vest with the Successful Bidder.

***The Successful Bidder agrees and acknowledges that it shall be solely responsible for carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, terms and conditions of the sale of the Company to it including but not limited to, obtaining or renewing any license, consent, certificate, permit or other authorization, including procuring all necessary approvals from Persons governmental and statutory authorities, if any, as may be required.***

#### **Estimates of Assets and Liabilities**

- 1) The latest signed and audited Financial Statements of the Corporate Debtor available with the Liquidator is for the financial year ending 31<sup>st</sup> March, 2017 and standalone balance sheet as on 30<sup>th</sup> September 2017.
- 2) Further, it is appurtenant to mention herein that Corporate Debtor has been non-functional from February 2018 as The Directorate of Enforcement has attached Offices, Factories and all other assets of the Corporate Debtor pursuant to the alleged fraudulent activities of the Promoter of the Corporate Debtor. The promoter of the Corporate Debtor herein is absconding from the country and Directorate of Enforcement has filed an application before special court u/s. 4 r/w s. 12 of the Fugitive Economic Offenders Act, 2018. Almost all of the major and substantial assets of the Corporate Debtor have been attached by the Directorate of Enforcement under the provisions of the Prevention of Money Laundering Act, 2002. The Books of Accounts along with all other records of the Corporate Debtor are seized by the Directorate of Enforcement.



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

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

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

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

### **9.2 Clarifications:**

- 9.2.1 While the data/ information provided in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and the Data Room, has been prepared and provided in good faith, the Liquidator and their Representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.

- 9.2.2 It is further clarified that the data/information provided has been prepared on the basis of data available books of accounts, financial statements, Company’s website & MCA. Reasonable care has been taken in compiling various data and information, however the Liquidator along their advisors, consultants, representatives, make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the Data Room.

- 9.2.3 Any clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this E -Auction Process Information Document. No request for modifications of the clarifications shall be entertained, however, the Liquidator, may, in a fit case and as per his discretion, issue modification to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as a part of this E-Auction Process Information Document (Sale of

Assets and Properties owned by Corporate Debtor).

- 9.2.4 A Bidder requiring any clarification on this E- Auction Process Information Document, Liquidation Process, submission of the Bid or on the Company shall email such request for clarification to [liquidator.firestardiamond@aaainsolvency.com](mailto:liquidator.firestardiamond@aaainsolvency.com) with a copy to [santanutrav@aaainsolvency.com](mailto:santanutrav@aaainsolvency.com).
- 9.2.5 The Liquidator reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

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

- 10.1 The Liquidator proposes to conduct the sale of Company as contemplated under Regulation 32(a) to (d) of the Liquidation Process Regulations, 2016 through E-Auction Process Document.

The Successful Bidder shall be required to complete the sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations, 2016.

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

### **10.2 Auction Process –**

- (i) The Qualified Bidders will deposit earnest money to participate in the auction process.
- (ii) Thereafter, the E- Auction will take place as scheduled.
- (iii) Declaration of the Successful Bidder by the Liquidator.
- (iv) 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, and the terms of which shall be binding on the Successful Bidder.
- (v) The Successful Bidder shall be required to deposit the balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from the issuance of the Letter of Intent (LOI). In accordance with Paragraph 1(12) of Schedule I of the Liquidation Process Regulations, for payments made after thirty (30) days from the Final Approval Order, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period

after the said 30<sup>th</sup> day till the date of payment or latest before the 90<sup>th</sup> day. Failing to deposit the balance sale consideration on or before the 90<sup>th</sup> day (From the issuance of the LOI) the Liquidator Shall cancel the entire Sale and shall also forfeit all the EMD's and any other amount deposited/paid by the respective buyer. Further, the LOI issued by the Liquidator shall be cancelled if the payment is not received within the timelines specified in the Liquidation Process Regulations and/or this E-auction Process Document and/or the Order and/or as directed by the Liquidator.

- (vi) Upon the payment of balance sale consideration, the sale of the asset/s shall stand completed and the Liquidator shall execute a certificate of sale or sale deed to consummate the sale transaction as contemplated under this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and the Liquidation Process Regulations.

10.2.2 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 asset/s 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.

10.2.3 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 favour of the Successful Bidder for transferring the Company to the Successful Bidder.

10.3 The Qualified Bidder will have to deposit Earnest Money deposit as specified in this document, for him to participate in the bid. A Qualified Bidder intending to participate in bidding shall need to specify the same in the bid documents submitted by him to the Liquidator.

10.4 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 (Sale of Assets and Properties owned by Corporate Debtor) 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.

10.5 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.

10.6 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.

10.7 The access to the details of the assets of the Company/ Data Room will be provided only to

Qualified Bidder, subject to submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking as stated in para 6 above.

## **11. EARNEST MONEY DEPOSIT**

11.1 All the Bidders shall provide, prior to submission of their E- Auction, an amount as mentioned in the published Sale Notice.

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

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.

### **11.3 Mode of Payment of EMD and other instructions relating to EMD**

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

11.3.2 The EMD shall be submitted in the below mentioned Bank account through RTGS / NEFT to the account number of the Company as provided under:

<b>Particulars</b>	
<b>Account Name</b>	<b>Firestar Diamond International Private Limited – In Liquidation</b>
<b>Account No.</b>	3502002100041457
<b>IFSC Code</b>	PUNB0350200
<b>Bank &amp; Branch</b>	PNB, Vashi Branch, Sector – 1

11.3.3 The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire amount shall be remitted by the Bidder(s) from one bank account only and to be owned by the Bidder. In the event the EMD is remitted by any other Person, it must be accompanied by a letter in the format set out in **Format B** (Earnest Money by an Associate / Associate Company).

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

11.3.5 All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at [liquidator.firestardiamond@aaainsolvency.com](mailto:liquidator.firestardiamond@aaainsolvency.com) with a copy to [santanutrav@aaainsolvency.com](mailto:santanutrav@aaainsolvency.com)

11.3.6 The EMD must be provided in the form of the NEFT/RTGS/DD which can be deposited by the Bidder, by way of direct bank transfer to the bank account as notified by the Liquidator.

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

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

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

- (i) if there is a breach of any of the conditions under this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) by the Bidder;
- (ii) In case Bidder is found to have made any misrepresentation or fraud; or
- (iii) if Bidder is found to be ineligible to submit the Bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
- (iv) if the Successful Bidder attempts to reduce/renege the Bid amount under any circumstances;
- (v) if the Bidder withdraws/cancels or make any attempt to withdraw or cancel its Bid at any time; or
- (vi) if the Successful Bidder fails to make the payment of the EMD amounts in accordance with the terms of the E-Auction Process Document; or
- (vii) If the Bidder is identified as the Successful bidder and or does not accept the Letter of Intent issued by the Liquidator; or
- (viii) 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.

11.4.2 In case of occurrence of any of the above events:

- (i) 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;
- (ii) The option to acquire the assets of the Company / Company will be re-auctioned by

the Liquidator.

**11.5 Other terms**

- 11.5.1 In case The Liquidator shall return the EMD (Without bearing interest) to the unsuccessful bidders who have bid under this E-Auction Process Document within 15 days of the closure of the E-Auction process.
- 11.5.2 In case the E-Auction fails, then the EMD paid by the Bidders shall be returned (without interest) to such applicant within 15 (fifteen) days of the date of closure of E-Auction Process.
- 11.5.3 For Successful Bidders, an email confirmation will be given for being Successful Bidder on the next day of the E-Auction.

**12. LETTER OF INTENT.**

The Successful Bidder shall be required to execute a LOI provided by the Liquidator within a period of 4 (Four) days from the E-Auction date, and record unconditional acceptance of the LOI by providing the Liquidator with one copy of LOI with an endorsement stating that LOI is accepted unconditionally under the signature of the representative of the Successful Bidder, which shall be binding on the Successful Bidder. The LOI may be cancelled only by the Liquidator in his discretion as per the terms of this E-Auction Process Document.

**13. SET-OFF OF EMD AND BALANCE PAYMENT**

- 13.1 The Successful Bidder shall pay the entire balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from the date of the issuance of the Letter of Intent, for payments made after thirty (30) days from the Final Approval Order, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period after the said 30<sup>th</sup> day till the date of payment or latest before 90<sup>th</sup> day from the issuance of the LOI. After 90<sup>th</sup> Day the sale shall stand cancelled as per IBBI Liquidation Process Regulations 2016 and the Liquidator shall forfeit the EMD/amount deposited by the respective buyer.
- 13.2 Unless expressly indicated by the Liquidator, the EMD deposited 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.
- 13.3 Upon receipt of the balance sale consideration (plus applicable Taxes as determined by the Liquidator), the sale of the Company shall stand completed and the Liquidator shall execute a certificate of sale or sale deed to consummate the sale transaction as contemplated under this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and the Liquidation Process Regulations.

**14. DECLARATION OF SUCCESSFUL BIDDER**

The Liquidator at the end of the E-Auction Process upon examination of the bids received shall declare the Successful Bidder(s). The Successful Bidder(s) shall be determined on the basis of highest Bid received in respect of sale of Company in accordance with the provisions

of IBC and Liquidation Process Regulations read with Terms & Conditions as specified in the E-auction portal. 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 auction of the Company. This right of selecting and declaring the Successful Bidder(s) shall always solely rest with the Liquidator. The Sale of Assets and Properties owned by Corporate Debtor remains of the highest priority and this disclaimer shall be mentioned in all the sale documents by the Liquidator.

The Liquidator shall have the authority to decide between the bids received and declare a successful bidder, in order to maximize the value for the creditors/ stakeholders. This right of selecting and declaring the Successful Bidder shall solely rest with the Liquidator at all times.

## **15. FRAUDULENT AND CORRUPT PRACTICES**

The Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and during the declaration of the Successful Bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), the Liquidator shall reject the Bid, without being liable in any manner whatsoever to the Bidder, if the Liquidator, at his discretion, determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the liquidator may retain the EMD, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) or Applicable Law(s).

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 E-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 E-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 E-Auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the E- Auction Process);

or

- ii. engaging in any manner whatsoever, during the E- 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 E-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 E-Auction Process;

**“restrictive practice”** shall mean forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the E-Auction Process; and

**“undesirable practice”** shall mean (i) establishing contact with any person connected with or employed or engaged by the liquidator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the E-Auction Process; or (ii) having a conflict of interest.

The Bidder shall not involve himself or for any of his Representatives in price manipulation of any kind directly or indirectly under the Applicable Law(s) 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 Company to any other party. Prior to conduct of due diligence / Site Visits and access of Data Room, the Liquidator shall require the Bidder to execute a Confidentiality Undertaking with the Company / Liquidator.

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

- 16.1 The Bidder shall be responsible for all the costs incurred by it on account of its participation in the E-Auction Process, including any costs associated with participation in the discussion meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.
- 16.2 It is hereby clarified that the Bidder shall make its own arrangements including accommodation for the discussion meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the Bidder.
- 16.3 The Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets of the Company and matters incidental thereto or for any purpose in connection with the E-Auction Process.
- 16.4 It is to be noted that all Taxes applicable whether income tax, any other direct and / or indirect Taxes and / or duties and / or penalties and / or interest (including stamp duty implications and registration charges) on sale of Company or in relation to the Company in the future, on and after implementation of the sale transaction herein; as the case may be in accordance with the provisions of IBC and Liquidation Process Regulations, would be borne by the Successful



Bidder over and above the sale consideration payable. Some of the costs and charges for the sale transaction may include *inter-alia* the following:

- (i) The sale of the Company may attract stamp duty, registration charges etc. as per relevant Applicable Law(s);
- (ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties, additional stamp duty / transfer charges, fees, etc. for transfer of the Company in its name, license, permissions and approvals transfer fees, etc; and
- (iii) The payment of all Taxes including statutory / non statutory dues, rates, assessments, charges, fees, cess or other applicable tax i.e. GST, TDS, TCS, etc. It is clarified that if the Successful Bidder determines that any TDS/TCS under the Income Tax Act, 1961 is deductible, the same shall be payable/deposited by the Successful Bidder over and above the bid price and no amount shall be deducted from the bid price.

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

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

## 17. GOVERNING LAW AND JURISDICTION

This E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), the E-Auction Process and the other documents pursuant to the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) or the E-Auction Process shall be subject to the exclusive jurisdiction of the NCLT, courts and tribunals at **Mumbai**, India.

As per recent SEBI Board Meeting PR No.61/2020 dated 16.12.2020, amendments have been carried out for minimum public holding for listed companies undergoing CIRP.

*“Recalibration of Minimum Public Shareholding norms for listed companies going **through Corporate Insolvency Resolution Process (CIRP)***

*Presently, during Corporate Insolvency Resolution Process (CIRP) where the public shareholding falls below 10%, such listed companies are required to bring the public*

shareholding to at least 10% within a period of 18 months and to 25% within 36 months. In this context, the Board has decided the following in respect of companies which continue to remain listed as a result of implementation of the resolution plan under the Insolvency and Bankruptcy Code:

- i. **Such companies will be mandated to have at least 5% public shareholding at the time of their admission to dealing on stock exchange, as against no minimum requirement at present.**
- ii. **Further, such companies will be provided 12 months to achieve public shareholding of 10% from the date such shares of the company are admitted to dealings on stock exchange and 36 months to achieve public shareholding of 25% from the said date.**
- iii. *The lock-in on equity shares allotted to the resolution applicant under the resolution plan shall not be applicable to the extent to achieve 10% public shareholding within 12 months.*
- iv. *Such companies shall be required to make additional disclosures, such as, specific details of resolution plan including details of assets post-CIRP, details of securities continuing to be imposed on the companies' assets and other material liabilities imposed on the company, proposed steps to be taken by the incoming investor/acquirer for achieving the minimum public shareholding (MPS) and quarterly disclosure of the status of achieving the MPS."*

## 18. TIMETABLE

The following timetable shall apply to the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor). The timetable may be amended/ deviated by the Liquidator through issuance of an addendum to the E- Auction Process Information Document or any other means as deemed appropriate by the Liquidator.

Sr. No.	Event	Timeline (days)
1	Public Advertisement of E-Auction	03.12.2022
2	This E- Auction Process Information Document made available on the website of the Company	03.12.2022
3	(a) Submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the Bidder as stated in para 6 above and as annexed in the E- Auction Process Information Document.....	17.12.2022
	(b) Opening of Data Room Access to the Qualified Bidders	
	(c) Facilitation of Due Diligence	22.12.2022
	(d) Bid Declaration Form and EMD submission along with the requisite KYC declarations as specified in the Bid Application Form	To 05.01.2023
	(e) Site Visits and Discussion Meeting.....	29.12.2022

	(f) Opening of Auction Portal..... <i>(Data Room Access to be given only to eligible / qualified bidder post submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder as stated in para 6 above.</i>	07.01.2023
4	Closure of Data Room Access	05.01.2023
5	E- Auction Date	07.01.2023
6	Issuance of email confirmation as Successful Bidder	07.01.2023- 08.01.2023
7	Execution of LOI by the Successful Bidder	09.01.2023
8	Return of EMD for unsuccessful Bidders (within 15 days from the closure of the E-Auction process )	20.01.2023
9	Payment of further balance consideration by the Successful Bidder (within 30 days from the issuance of the Letter of Intent).	07.02.2023

**NOTE - Certain packed materials like artifacts & furniture kept at open space area on ground floor of the said premises does not belong to the corporate debtor & will not be the part of this auction.**

\*While the timeline for submission of Bid Application Form and Bid Declaration Form is from 22.12.2022 to 05.01.2023, please note that access to Data Room, documentation, additional information and site visits will be granted only once the bidder submits the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder.

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

**# As per the Paragraph 12 of Schedule I of IBBI (Liquidation Process)**

**Regulations, 2019, “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 – The timeline for payment of final sale consideration is Ninety days from the date of issue of Letter of Intent. In case the final sale consideration is not paid within the timelines prescribed under this document / IBC / Liquidation Process Regulations, the Liquidator shall forfeit the EMD and the other amounts deposited by the bidder and any further Payment made by the Successful Bidder.

**FORMAT A - EARNEST MONEY DEPOSIT PAYMENT BY AN ASSOCIATE  
COMPANY/ASSOCIATE**

*(on the letterhead of an Associate Company / Associate)*

To

**Mr. Santanu T Ray**

Liquidator of **Firestar Diamond International Private Limited** (in Liquidation)

Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055

**Firestar Diamond International Private Limited**

**144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point , Mumbai 400021.**

[Copy to:]

[Insert name of the Bidder with address] Dear Sir,

**Sub:** Payment of the amounts of EMD on behalf of the Bidder in relation to the E-Auction of **Firestar Diamond International Private Limited** ("Company") as a sale of Company as per IBC and Liquidation Process Regulations.

In light of the Bid for **Firestar Diamond International Private 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 (Sale of Assets and Properties owned by Corporate Debtor) dated \_\_\_\_\_ in relation to the captioned transaction ("**E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor)**"), issued by the Liquidator, [Insert name and address of the Associate/Associate Company and address of the head office] hereby declares and confirms it is [an/the] [Insert relationship of the Associate/Associate Company with the Bidder] of the Bidder ("**Associate/Associate Company**"), and the payment of the EMD vide [Insert mode of payment] ("**Payment**") is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as EMD shall be subject to the terms of the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) 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 (Sale of Assets and Properties owned by Corporate Debtor).

The Associate/Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).

Yours sincerely,

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

## **ACKNOWLEDGMENT**

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

Yours sincerely,

[Signature and name of the Authorised Officer of the Bidder] Rubber stamp/seal of the Bidder

## ANNEXURE I - AFFIDAVIT AND UNDERTAKING

*(To be notarized on stamp paper)*

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

To

**Mr. Santanu T Ray**

Liquidator of **Firestar Diamond International Private Limited** (in Liquidation)

Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055

**Firestar Diamond International Private Limited**

144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point , Mumbai 400021

**Sub:** Disclosure and Undertaking on eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016

Dear Sir,

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

I have understood the provisions of Section 29A of IBC and confirm that I am eligible to submit my bid under section 29A of IBC. I confirm that in accordance with the provisions of section 29 A of IBC, inter-alia, 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:

- (I) Is an un-discharged insolvent;
- (II) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- (III) At the time of submission of the Bid, 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 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;
- (IV) Has been convicted for any offence punishable with imprisonment – (i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment: Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I.
- (V) Is disqualified to act as a director under the Companies Act, 2013;
- (VI) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (VII) 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 IBC;
- (VIII) Has executed an enforceable 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 IBC;
  - (IX) Has been subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or
  - (X) Has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A of IBC.

I, therefore, confirm that XYZ Limited is eligible under Section 29A of IBC submit its Bid for **Firestar Diamond International Private Limited** – In Liquidation.

- B. I undertake on behalf of XYZ Limited, that during the Liquidation Process, no person who would be considered as Connected Person as 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 the corporate debtor.
- C. I declare and undertake that in case 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 XYZ Limited becomes ineligible at any time after submission of EMD, then the EMD would be forfeited and the same would be deposited in the account of **Firestar Diamond International Private Limited** – in liquidation.
- E. I confirm that the said declaration and disclosure is true and correct and the undefined legal terms in this undertaking shall have the same meaning as ascribed to them under IBC and regulations thereunder.
- F. I am duly authorized to submit this declaration by virtue of [*Insert the details of the corporate authorizations*]

(DEPONENT)

#### VERIFICATION

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

(DEPONENT)

## ANNEXURE II - BID APPLICATION FORM

(Please fill up separate Bid application form)

Date:

To

**Mr. Santanu T Ray**

Liquidator of **Firestar Diamond International Private Limited** (in Liquidation)

Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055

**Firestar Diamond International Private Limited**

144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point , Mumbai 400021

Dear Sir,

I am desirous in participating in the E-Auction Process of **Firestar Diamond International Private Limited** (under liquidation) announced by you on **03/12/2022** in newspaper(s) Financial Express & Navashakti.

The Details of the Company for the purposes of remittance of payment is as follows:

Particulars	
<b>Account Name</b>	<b>Firestar Diamond International Private Limited – In Liquidation</b>
<b>Account No.</b>	3502002100041457
<b>IFSC Code</b>	PUNB0350200
<b>Bank &amp; Branch</b>	PNB, Vashi Branch, Sector – 1

The Details of the Bidder is as follows:

Bid Block (s) bid	
Details against EMD	
Bid Amount	
Name	
Constitution of the Bidder	
Contact No.	
Email ID	
PAN No.	
Address	

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

Place:

On behalf of the Bidder

Date:



**Terms and Conditions of the E-Auction are as under:**

In addition to the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), following terms and conditions apply:

1. E-Auction is being held on “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS” and will be conducted “Online”. The E-Auction will be conducted through the approved service provider **M/s E-Procurement Technologies Limited (Auction Tiger)**, at the web portal <https://aaa.auctiontiger.net>. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites <https://aaa.auctiontiger.net>. Interested bidders can register, bid and receive confirmation of their bid online.

The requisition of additional information, if any, be sent to [liquidator.firestardiamond@aaainsolvency.com](mailto:liquidator.firestardiamond@aaainsolvency.com) and [santanutr@aaainsolvency.com](mailto:santanutr@aaainsolvency.com) disclosing the identity of the Applicant.

2. The Bidders should make their own independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets of the Company and should conduct their own due diligence prior to submitting their Bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The Company is proposed to be 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.
3. The Bidders should submit the evidence for EMD deposit like UTR number along with the request letter for participation in E-Auction as follows:
  - (i) In case of individuals: (a) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport etc., (b) Current Address-Proof for communication, (c) PAN card of Bidder, (d) Valid Email ID, (e) contact number (Mobile/Landline) (f) and all other relevant documentation in relation to the bidding process.
  - (ii) In case the Bidder is a Company/Entity: (a) Copy of original authorization letter at company letter head, in the name of the individual authorized to collect Letter of Intent on behalf of the company; (b) Copy of ID Proof of the authorized representative like AADHAR/Passport etc; (c) Copy of PAN Card of the Company; (d) Copy of Memorandum and Articles of Association of the company; and (e) All relevant documentation related to the E-Auction Process to the office of the Liquidator by \_\_\_\_\_ before 6.00 pm. Scanned copies of the original of these documents can also be submitted to the email of the Liquidator at [liquidator.firestardiamond@aaainsolvency.com](mailto:liquidator.firestardiamond@aaainsolvency.com) with a copy to [santanutr@aaainsolvency.com](mailto:santanutr@aaainsolvency.com).
  - (iii) At the time of delivery, the authorized person would have to show the original documents of: (i) Original authorization letter of the Company; (ii) Original ID Proof of the authorized representative/ Individual appearing like AADHAR/Passport etc

and (iii) Original PAN Card of the Company/ Individual.

4. Name of the Prospective Bidders will be identified and conveyed by Liquidator to participate in online E-Auction on the portal as per timelines specified in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor). The Prospective Bidder shall be required to be registered with the E- Auction Service Provider for generation of login credentials to enable the prospective Bidder to participate in the E-Auction on the appointed date i.e. \_\_\_\_\_.
5. It should be the responsibility of the Prospective/Interested Bidders to inspect and satisfy themselves about the assets of the Company / Company before submission of the Bid.
6. Liquidator has right to demand any additional documents from the Bidder for the E- Auction Process. In case such additional documents are not provided by the Bidder, the Liquidator in his own discretion may disqualify the Bid.
7. The E-Auction of the Company would be conducted on 07/01/2023 or as specified by the Liquidator under the E-Auction Process Document.
8. The EMD of unsuccessful bidders shall be refunded within fifteen days from the closure of E- auction. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD (if provided by way of cash transfer) and any other monies received in any form may be adjusted towards the balance sale consideration. The EMD shall not bear any interest. In the event that the Successful Bidder/any entity on behalf of the successful Bidder has provided Earnest Money by way of NEFT/RTGS, the EMD shall be released only and when the full payment of the entire sale consideration (plus interest, applicable taxes and other costs as determined by the Liquidator) is made by the Successful Bidder to the Liquidator.
10. The Liquidator will intimate through mail to the Successful Bidder, detailing the total payable amount for consummating the sale of the Company and other terms and conditions. The Successful Bidder would have to pay the balance sale consideration (plus interest, applicable taxes and costs as intimated by the Liquidator) amount less EMD (only if provided in the form of cash) and any other monies received for the sale of the Company within time stipulated in this E- Auction Process Information Document. The Successful Bidder is required to pay the balance sale consideration (plus applicable taxes as determined by the Liquidator) within 30 days of the date of issuance of LOI. Any default in payment of the Bid amount by the Successful Bidder would entail forfeiture of EMD and any other monies already paid/deposited the Company and the assets shall be put to re-auction and the defaulting Bidder shall have no claim / right in respect of Company / amount paid whatsoever.
11. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, Good and Services Tax, etc. and also all the statutory/ non statutory dues, taxes, insurance premiums/ license, approval and permission transfer fees, rates assessment charges fees etc. owed to any Person from the date of declaration as the Successful Bidder.

12. The Liquidator is not bound to accept the highest offer or and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw any asset or portion thereof from the e-auction proceedings at any stage without assigning any reason there for.
13. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) only and will not be issued in any other name(s).
14. The sale of the Company as contemplated under this document shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016 read with amendments and rules/ regulations made thereunder.
15. The Bidder may submit his offer as per the process specified in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).
16. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
17. The Bidders are required to keep themselves updated for any revisions in the terms and conditions of E-Auction by regularly visiting the links and website addresses of the Company as mentioned in this E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).

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

Place: Mumbai

SD/-

**Santanu T Ray**

Liquidator of **Firestar Diamond International Private Limited** (in Liquidation)

Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055

**Registered office of the corporate debtor:**

Firestar Diamond International Private Limited

Unit No. 23, 3<sup>rd</sup> Floor, Tower II, Wing B,  
Kohinoor City, Kirol Road, Off LBS Marg,  
Kurla West Mumbai City MH 400070 IN

**Communication Address & Email ID:**

AAA Insolvency Professionals LLP

144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point , Mumbai 400021

[liquidator.firestardiamond@aaainsolvency.com](mailto:liquidator.firestardiamond@aaainsolvency.com)

**Registered Address & Email ID with IBBI:**

AAA Insolvency Professionals LLP,

144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point, Mumbai 400021

[santanutrayer@aaainsolvency.com](mailto:santanutrayer@aaainsolvency.com)

*(Mr. Santanu T Ray is a Registered Insolvency Professional with Insolvency and Bankruptcy Board of India (“IBBI”). His Registration number is IBBI/IPA-002/IP-N00360/2017-2018/11055. Mr. Santanu T Ray has been appointed as a **Liquidator of Firestar Diamond International Private Limited** by NCLT, Mumbai Bench, vide its order dated 26<sup>th</sup> February 2020. The affairs and property of **Firestar Diamond International Private Limited** (in Liquidation) are being managed by the Liquidator, Mr. Santanu T Ray.)*

**ANNEXURE III – BID DECLARATION FORM/  
DECLARATION BY BIDDERS**

To

**Mr. Santanu T Ray**

Liquidator **Firestar Diamond International Private Limited** (in Liquidation)

Registration No. IBBI/PA-002/IP-N00360/2017-2018/11055

**Firestar Diamond International Private Limited**

144- B, 14<sup>th</sup> Floor, Mittal Court, Nariman Point , Mumbai 400021

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 the Company as specified in the Public Advertisement and E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and have understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions of the Public Advertisement and E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) (including the Terms & Conditions of the E-Auction, Technical Terms & Conditions of E-Auction Sale) and agree to take part in the E-Auction Process.
2. I / We, understand and acknowledge that the E-Auction is being held on “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS” and will be conducted “Online”.
3. I / We declare that the Earnest Money Deposit/EMD and documents submitted in relation to the Eligibility Criteria as specified in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) and that the particulars of remittance and all other information given by me/us in the form is true and correct.
4. I/we acknowledge that in the event we are declared as the Successful Bidder, the EMD (if provided by way of cash transfer) and any other Payment received by the Liquidator for the sale of the assets may be adjusted towards the balance sale consideration. The EMD shall not bear any interest. In the event that we/any entity on our behalf has provided EMD by way of NEFT/ RTGS, the EMD shall be released only and when the full payment of the entire sale consideration (plus interest, applicable taxes and other costs as determined by the Liquidator) is made by the Successful Bidder to the Liquidator.
5. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the Bid submitted by me / us is liable to be cancelled and in such case, the EMD and or any monies paid by me / us is liable to be forfeited by the Liquidator and the Seller will be at liberty to annul the offer made to me/us at any point of time.
6. I / We also agree that after my /our offer given in my /our Bid in relation to the sale of the Company as contemplated under the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor), is accepted by the Liquidator 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 under the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) or the Liquidation Process Regulations for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the E- Auction and letter of intent, the EMD, and other monies paid by me / us along with the form and thereafter, are liable to be forfeited along with other deviations pertaining to forfeiture of EMD as specified in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor). The timeline for payment of final sale consideration may be extended by sole discretion of Liquidator and as per the Liquidation Process Regulations, to the extent permissible under the Applicable Law(s). In case final sale consideration is not paid within timeline stated in the Liquidation Process Regulations, the Liquidator shall forfeit EMD, and any other monies paid by me/us.

7. I / We agree that after my /our offer given in my /our Bid in relation to the sale of the Company as contemplated under the E-Auction Process Information Document, I/We shall not nor shall make any attempt to cancel/negotiate/withdraw our Bid at any time for any reason whatsoever. In the event, I/we cancel/negotiate/withdraw or attempt to do the aforesaid, the EMD and any other amounts paid by us shall be forfeited and we shall not be entitled to a refund of the same. We acknowledge that the Liquidator in his discretion may cancel and rescind the LOI issued in our favour in such a circumstance as specified in the E-Auction Process Information Document.
8. I / We understand that the EMD of submitted by us shall be retained by the Liquidator and returned only in accordance with the terms of the E-Auction Process Document. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.
9. I/we confirm that if we are declared as the Successful Bidder, we shall (i) submit the duly executed copy of the LOI to the Liquidator as per the terms of the E-Auction Process Document; (ii) make the payment of the balance sale consideration (plus applicable taxes) within 30 days of issuance of the LOI.
10. I / We confirm that our participation in the E-Auction Process, submission of Bid or the sale of the Company, pursuant to the provisions of the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any Applicable Law; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, 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.
11. I/ We understand that I/We shall be responsible for fully satisfying ourselves with the requirements of the IBC and the related regulations as well as all Applicable Law(s) that are relevant for the E-Auction Process and consummating the sale of the Company . I/We shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) for consummation of sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations.

12. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.
13. I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal being offered for sale.
14. I/We confirm that the Liquidator and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and Bid on the E-Auction portal due to any unforeseen circumstances etc. before or during the E-Auction event.
15. I/We hereby confirm that I/We shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, Good and Services Tax, license and approvals transfer fees etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
16. I/We hereby confirm that we shall be solely responsible for obtaining and carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, terms and conditions of the sale of the Company as per the terms of this E-Auction Process Document, including but not limited to, obtaining or renewing any license, consent, certificate, permit or other authorization, including procuring all necessary approvals from Persons, governmental and statutory authorities, if any, as may be required. The Liquidator shall in no way be held responsible nor shall there be any reduction in the Bid price/sale consideration as per the e-auction in case the of failure or delays on the part of the Successful Bidder to obtain the said approvals, licenses and permissions in its name or complete any other actions as the Successful Bidder may require.
17. I/We hereby confirm that we shall be primarily liable in respect of our payment and other obligations under the E-Auction Process Document and I/we undertake that in the event of any default, we shall fulfil our obligations within the timelines specified hereunder and no extension shall be provided by the Liquidator.
18. I/We hereby confirm that I/we are eligible to submit our Bid in relation to sale of the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016 read with subsequent amendments thereto.
19. The capitalized terms not defined in this Bid Declaration Form and phrase “sale of the Company” shall have the same meaning as ascribed to it in the E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor).

(Signature with SEAL)

Name:

Address:

Email:

**ANNEXURE – IV**  
**TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE**

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and know your customer documents to register with the E - Auction Service Provider.
2. Bidders have to register themselves with the E-Auction Service Provider.
3. Only upon verification of the online form and confirmation of remittance of EMD will the Qualified Bidders be declared and thereafter, permitted to access the Platform for bidding for the Company.
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 Liquidator. Hence, Bidders are cautioned to be careful to check their bid amount(s) 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 Undertaking and Bid Declaration Form by the Bidders as per the formats substantially provided in Annexure I and III respectively of the E- Auction Process Information Document be executed by the Bidders in accordance with Applicable Law(s) and it must be in 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 Bid Declaration Form by the Bidders. 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 Liquidator in accordance with the E- Auction Process Information Document.
9. All Bid(s) 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 deposited by the Bidder shall be forfeited.
10. The highest Bid on the E-Auction date 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 of the Company, 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. The date of sending of the e-mail intimating the Successful Bidder shall 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. The Bidders are required to keep themselves updated with any revised terms and conditions of E-Auction by regularly visiting the links of the auction portal and website of the Company as mentioned in this E-Auction Process Information Document.

## ANNEXURE V - CONFIDENTIALITY UNDERTAKING

*(on stamp paper)*

This Confidentiality Undertaking has been signed by (**Name of potential Bidders**) having its office at \_\_\_\_\_ acting through Mr. (**Name of person authorised 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. Santanu T Ray**, an Insolvency Professional having registration no. IBBI/IPA-002/IP-N00360/2017-2018/11055.

WHEREAS **Firestar Diamond International Private Limited**, a company registered under Companies, Act, 1956 (hereafter referred as the "**Company**") is undergoing liquidation vide NCLT Mumbai Bench ("**NCLT**") order dated 26<sup>th</sup> February 2020. Vide the said NCLT Order **Mr. Santanu T Ray**, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-002/IP-N00360/2017-2018/11055 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of **Firestar Diamond International Private 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 (Sale of Assets and Properties owned by Corporate Debtor) 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:

- 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 unauthorised 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 (Sale of Assets and Properties owned by Corporate Debtor)E-Auction Process Information Document (Sale of Assets and Properties owned by Corporate Debtor) (Sale of Assets and Properties owned by Corporate Debtor) and the Liquidation Process Regulations;
  - 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).
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 (Sale of Assets and Properties owned by Corporate Debtor)/ 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 Mumbai 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 (Sale of Assets and Properties owned by Corporate Debtor).

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)

Authorised  
Signatory

Date:

Place:

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

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

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

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

**Shall fulfill the Eligibility Criteria for Companies/LLP/OPC registered with ROC under Companies Act and for Individuals/ Firms /Sole Proprietorship /HUF / Partnership**

- a) Minimum Net Worth of Rs. 10 Crore as per the Financial Statements of the latest Financial Year;

[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, 2021, for investment.]

- b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors
  - c) Experience of the Company in the relevant sector.
  - d) Names of key lenders, if any, to the Company or its affiliates
  - e) History if any, of the Company or affiliates of the Company being declared a ‘willful defaulter’, ‘non-cooperative borrower’, ‘non-impaired asset’ or ‘non- performing asset’.
  - f) Any other relevant details which are material to be disclosed to the Liquidator prior to bidding

SIGNATURE AND NAME OF AUTHORISED PERSON

DATE:

PLACE:

**ANNEXURE-VII**  
**AFFIDAVIT BY THE APPLICANT**

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

I, *[name of the Individual/chairman/managing director/director/authorized person of Bidder, authorized by the Board of the Applicant for giving such affidavit]*, son of *[\_\_\_\_\_]*, aged about *[\_\_]* years, currently residing at *[Address to be inserted]* and having Aadhaar/ Passport number *[\_\_\_\_\_]*, on behalf of *[name of the Applicant]* having registered office at *[\_\_\_\_\_]*, do solemnly affirm and state to the Liquidator of **Firestar Diamond International Private Limited – In Liquidation** that we are eligible under the qualification criteria as required for submission of bid vide Public Announcement dated **(Mention Date)** as disclosed in the information and under records with us.

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

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

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

Before me,  
**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 the [ ] day of [ ] 2022

**DEPONENT**