**ANNEXURE-I**

**BASIC DETAILS OF THE BIDDER**(On Company Letterhead)

[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:
2. Name of the Firm/Company/Organization:
3. Address:
4. Telephone No:
5. Email:
6. PAN/CIN:
7. Date of Establishment:
8. Core Area of Expertise:
9. Contact Person:
10. Name:
11. Designation:
12. Telephone No:
13. Mobile No:
14. Email:
15. Company/FI Profile:
16. Financial Profile of the bidder (consolidated / standalone as applicable):

[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to ‘assets under management’ and/or “committed funds’ for the preceding five years or the committed funds available as on March 31, 2024, for investment.]

1. Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors
2. Experience of the Company in the relevant sector.
3. Names of key lenders, if any, to the Company or its affiliates
4. History if any, of the Company or affiliates of the Company being declared a ‘willful defaulter’, ‘non-cooperative borrower’, ‘non-impaired asset’ or ‘non- performing asset’.

Any other relevant details which are material to be disclosed to the Chairman Monitoring Committee prior to bidding

SIGNATURE AND NAME OF AUTHORISED PERSON

DATE:

PLACE:

**ANNEXURE – II**

**AFFIDAVIT BY THE APPLICANT**

*(To be on a judicial stamp paper of Rs.100 and should be notarized. To be provided by the Prospective Bidder)*

To, Date:

Mr. Anand Sonbhadra,

Chairman Monitoring Committee ,

Shubhkamna Buildtech Private Limited –

**Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting bid for E-Auction:**

Dear Sir,

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

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

(a) Is an un-discharged insolvent?

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

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

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

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

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

(e) Is disqualified to act as a director under the Companies Act, 2013.

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

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

(h) Has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code.

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

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

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

* 1. I undertake on behalf of XYZ Limited, that , no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
	2. I declare and undertake that in case the XYZ Limited becomes ineligible at any stage during the IMC, it would inform the Chairman Monitoring Committee forthwith on becoming ineligible.
	3. I also undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Shubhkamna Buildtech Pvt. Ltd is going on.
	4. I also further undertake that my winning bid Amount will remain binding unless rejected by the Chairman Monitoring Committee .
	5. I also undertake that the list of Related Party details as provided by me is true and correct to my knowledge.
	6. I confirm that the said declaration and disclosure is true and correct.
	7. I am duly authorized to submit this declaration by virtue of \_\_\_\_\_\_\_.

**(DEPONENT)**

**VERIFICATION**

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

(**DEPONENT)**

### **REALTED PARTY DETAILS**

**(Should be A4 size paper and should be self-attested)**

**List of relatives as per Explanation of section 5(24A) of Insolvency and Bankruptcy Code, 2016 (Please provide DIN No. /PAN along with name of director or relatives):**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Particulars** | **Director/Partner/(HUF)/Sole Proprietor** |
| **1** | **2** | **3** | **4** | **5** | **6** |
| 1. | Members of concerned company/partnership/ HUF/ Sole Proprietor |  |  |  |  |  |  |
| 2. | Husband |  |  |  |  |  |  |
| 3 | Wife |  |  |  |  |  |  |
| 4. | Father |  |  |  |  |  |  |
| 5. | Mother |  |  |  |  |  |  |
| 6. | Son |  |  |  |  |  |  |
| 7. | *Son’s wife* |  |  |  |  |  |  |
| 8. | Daughter |  |  |  |  |  |  |
| 9. | *Daughter’s husband* |  |  |  |  |  |  |
| 10. | Son’s daughter and son |  |  |  |  |  |  |
| 11. | Daughter’s daughter and son |  |  |  |  |  |  |
| 12. | Grandson’s daughter and son |  |  |  |  |  |  |
| 13. | Granddaughter’s daughter and son |  |  |  |  |  |  |
| 14. | Brother |  |  |  |  |  |  |
| 15. | *Brother’s wife* |  |  |  |  |  |  |
| 16. | Sister |  |  |  |  |  |  |
| 17. | *Sister’s husband* |  |  |  |  |  |  |
| 18. | Brother’s son and daughter |  |  |  |  |  |  |
| 19. | Sister’s son and daughter |  |  |  |  |  |  |
| 20. | Father’s father and mother |  |  |  |  |  |  |
| 21. | Mother’s father and mother |  |  |  |  |  |  |
| 22. | Father’s brother and sister |  |  |  |  |  |  |
| 23. | Mother’s brother and sister |  |  |  |  |  |  |

**List of related parties other than relatives as per section 5(24A) of Insolvency and Bankruptcy Code, 2016:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **S No.** | **Particulars** |  |  |  |  |  |  |
| 1. | Limited liability partnership or a partnership firm, in which the individual is a partner. |  |  |  |  |  |  |
| 2. | Partners of the above LLP / Partnership firm. |  |  |  |  |  |  |
| 3. | Trust, where the beneficiary is the individual. |  |  |  |  |  |  |
| 4. | Trustees of above-mentioned trust. |  |  |  |  |  |  |
| 5. | Private company in which the individual is a director and holds along with his relatives, more than two per cent of its share capital. |  |  |  |  |  |  |
| 6. | Public company in which the individual is a director and holds along with his relatives, more than two per cent of its share capital. |  |  |  |  |  |  |
| 7. | A body corporate whose board of directors, managing director or manager, in the ordinary course of business, acts on the advice, directions or instructions of the individual. |  |  |  |  |  |  |
| 8. | A limited liability partnership or a partnership firm whose partners or employees in the ordinary course of business, act on the advice, directions or instructions of the individual. |  |  |  |  |  |  |
| 9. | A person on whose advice, directions or instructions, the individual is accustomed to act. |  |  |  |  |  |  |
| 10. | A company, where the individual or the individual along with its related party, own more than fifty per cent of the share capital of the company or controls the appointment of the board of directors of the company. |  |  |  |  |  |  |

# ANNEXURE- III

**CONFIDENTIALITY UNDERTAKING**

*(On 100 rs. stamp paper to be provided by the prospective bidder)*

This Confidentiality Undertaking has been signed by (Name of potential Bidders) having its office at \_\_\_\_\_\_\_\_acting through Mr. (Name of person authorized by potential Bidder(s)), the authorized signatory/authorized representative (“Bidder”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Anand Sonbhadra, an Insolvency Professional having Registration No. IBBI/IPA-001/IP-P00739/2017-2018/11771.

WHEREAS M/s Shubhkamna Buildtech Private Limited, a company registered under Companies, Act, 1956 (thereafter referred as the “Company”) is undergoing Insolvency Proceeding and as the Resolution plan is approved vide order dated 12.09.2022(order received on 13.09.2022) by Hon’ble NCLT, New Delhi, Bench-IV. Mr. Anand Sonbhadra, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IP-P00739/2017-2018/11771 has been appointed as Chairman Monitoring Committee of the Monitoring Committee of Shubhkamna Buidltech Pvt. Ltd.

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

WHEREAS the Chairman Monitoring Committee 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 Chairman Monitoring Committee in E-auction process information document 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) further unconditionally and irrevocably undertake and declare that:
		1. 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;
		2. The Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Chairman Monitoring Committee or any other person;
		3. The Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
		4. The Bidder (s) shall protect any intellectual property of the Company which it may have access to;
		5. 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 , 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.
		6. the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
		7. 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;
		8. 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 Chairman Monitoring Committee for any loss, damages, expenses and costs incurred by the Chairman Monitoring Committee due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.
	2. 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).
	3. The Bidder(s) hereby expressly agrees and acknowledges that the Chairman Monitoring Committee makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E Auction Process Information Document / Information Memorandum. The Bidder(s) further agrees and acknowledges that the Chairman Monitoring Committee 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 Chairman Monitoring Committee or the Company in relation to any information provided.
	4. 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 Chairman Monitoring Committee that expressly modifies or waives any such term.
	5. 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.
	6. 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).
	7. 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.
	8. This Confidentiality Undertaking and any dispute claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
	9. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document.

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

Signed on behalf of

(Name of Bidder(s)

By Mr. (Name and Designation) Authorized Signatory

Date:

Place:

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

# ANNEXURE-IV

**BID Application Form**

Please fill up separate Bid application forms for each property)

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

Date:

To,

Mr. Anand Sonbhadra,

Chairman Monitoring Committee

Shubhkamna Buildtech Pvt. Ltd.

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated…………………………….in………………………………………………. (Name of media journal).

**Details of Corporate Debtor:**

|  |  |
| --- | --- |
| **Name of Bank A/c** | **SHUBHKAMNA BUILDTECH** **PVT LTD- UNDER INSOLVENCY RESOLUTION** |
| **Account Number** | **409001079303** |
| Bank Name | RBL Bank Limited |
| Branch | Lajpat Nagar Branch |
| IFSC Code | RATN0000257 |

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

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

**Details of Division / Asset:**

|  |  |
| --- | --- |
| Sr. No. in sale notice for which EMD deposited |  Block A  |
| Description of Division | Porsche Cayenne (DL1CQ2171), a 2013 Diesel model  |
| Reserve Price of Division as per sales Notice |  Rs. 1.70 Lakh |

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

|  |  |
| --- | --- |
| Bank account no. |  |
| Name of Bank |  |
| IFSC Code |  |
| Branch Name |  |

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

Date: Signature:

Place: STAMP

# ANNEXURE – V

#  DECLARATION BY QUALIFIED BIDDER

***(To be on a judicial stamp paper of Rs.100 and notarized. To be submitted by the Qualified Bidder)***

To, Date:

Mr. Anand Sonbhadra,

The Chairman Monitoring Committee

Shubhkamna Buildtech Private Limited-

Dear Sir,

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

1. I / We declare that the Earnest Money Deposit (EMD) and documents submitted in relation to the Eligibility Criteria as specified in the E-Auction Process Information Document and that the particulars of remittance and all other information purchase–price have been made by me / us as against my/our bid in the online form is true and correct.
2. I/We further understand and agree that after submitting EMD along with duly executed document, I am bound to participate in the Auction as I have showed interest to participle in the bidding process. Hence, I will place a bid at least to match the reserve price during the time of E-Auction by accessing the auction portal**. However, in case I did not place a minimum bid in the Auction than my EMD may be forfeited on the discretion of the Chairman Monitoring Committee in consultation with stakeholders.**
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller (“Chairman Monitoring Committee”) and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfill any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of Chairman Monitoring Committee, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the Chairman Monitoring Committee shall forfeit EMD.
5. I / We understand that the EMD of all Bidders shall be retained by the Chairman Monitoring Committee and returned only after the successful conclusion of the sale of property (ies). I / We, state that I / We have fully understood the terms and conditions therein and agree to be bound by the same.
6. I / We confirm that our participation in the E-auction process, submission of bid or acquisition of the property (ies) pursuant to the provisions of the E-Auction Process Information will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. The decision taken by the Chairman Monitoring Committee with regard to selection of the Successful bidder and communication therefore shall be binding on me/us.
8. I/We also undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and/ Or additions or deletions to the time of auction portal and property (ies) being offered for sale.
9. I/We confirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.
11. 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 Chairman Monitoring Committee 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.
12. I / We understand that the EMD of submitted by us shall be retained by the Chairman Monitoring Committee 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.
13. That we have conducted our own due diligence with reference to conditions as mentioned in the E-Auction Process Document. We have duly verified the data as provided by the Chairman Monitoring Committee, and we don’t have any conflict with regard to material/data/information provided by the Chairman Monitoring Committee or its team.
14. I/we undertake, that items as mentioned in **ANNEXURE VII** are an indicative list and may not match with the actual material lying at the site. Therefore, we have conducted our own due diligence, physical verification of the items lying at the site and have compared it with the list in this document. The Chairman Monitoring Committee or stakeholders would not be responsible for any variation between the actual physical material available at sites and the list provided in this document. The material is being sold on **"as is where is", "as is what is", "whatever there is" and "no recourse" basis,** the material is not being sold based on this list which is provided in this document.
15. I/we confirm that if we are declared as the Successful Bidder, we shall (i) submit the duly executed copy of the LOI to the Chairman Monitoring Committee as per the terms of the E-Auction Process Document; (ii) make the payment of the 1st Installment (plus applicable taxes) within 15 days of being declared as the Successful Bidder.
16. I / We confirm that our participation in the E-Auction Process, submission of Bid or the sale of the Company, pursuant to the provisions of the E-Auction Process Information will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any Applicable Law; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
17. I/ We understand that I/We shall be responsible for fully satisfying ourselves with the requirements of the IBC and the related regulations as well as all Applicable Law(s) that are relevant for the E-Auction Process. I/We shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) for consummation of sale of corporate debtor in accordance with the provisions of IBC and Liquidation Process Regulations.
18. The decision taken by the Chairman Monitoring Committee with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.
19. I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal being offered for sale.
20. I/We confirm that the Chairman Monitoring Committee and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and Bid on the E-Auction portal due to any unforeseen circumstances etc. before or during the E-Auction event.
21. I/We hereby confirm that I/We shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, Good and Services Tax, license and approvals transfer fees etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
22. I/We hereby confirm that we shall be solely responsible for obtaining and carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, 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 Chairman Monitoring Committee shall in no way be held responsible nor shall there be any reduction in the Bid price/sale consideration as per the E-Auction in case the of failure or delays on the part of the Successful Bidder to obtain the said approvals, licenses and permissions in its name or complete any other actions as the Successful Bidder may require.
23. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name………………………………………………………………………………………

Address………………………………………………………….…………………………

Email…

Mobile…

# ANENXURE-VI

# *Terms and Condition of the E-auction*

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

1. E-Auction will be conducted on **“AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS and NO RECOURSE” BASIS** through approved service provider M/S National E-Governance Services Ltd. (NeSL) having website at: <https://nbid.nesl.co.in/app/login>.
2. The Complete E-Auction process document containing details of the Assets, online e- auction Bid Form, Declaration and Undertaking Form, General Terms and Conditions of online auction sale are available on website <https://insolvencyandbankruptcy.in.Contact>: **(Mr. Wasim & Mr. Raj Kumar)** at +91 8800865284 *(On going to the link* https://insolvencyandbankruptcy.in *interested bidders will have to search for the mentioned company by using either one of the two options, (i) Company’s name (Shubhkamna Buildtech* *Private Limited), or by, (ii) State and property type)*.
3. The intending bidders, prior to submitting their bid, should make their independent inquiries regarding the title of property, dues of local taxes, electricity and water charges, maintenance charges, if any and inspect the property at their own expenses and satisfy themselves. The properties mentioned above can be inspected by the prospective bidders at the site with prior appointment, contacting **Mr. Wasim & Mr. Raj Kumar: +91-8800865284.**
4. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Chairman Monitoring Committee. The property is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Chairman Monitoring Committee . Chairman Monitoring Committee shall not be responsible in any of way for any third-party claims/ rights/ dues.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. The intending bidders are required to deposit Earnest Money Deposit (EMD) amount either through DD/NEFT/RTGS in the Account of **“SHUBHKAMNA BUILDTECH** **PVT LTD- UNDER INSOLVENCY RESOLUTION”**, **Account No.: 409001079303, RBL Bank Limited, IFSC Code: RATN0000257**, Ground Floor and Basement Floor, L-96, Lajpat Nagar-II, New Delhi- 110024, or through DD drawn on any Scheduled Bank in the name of **“SHUBHKAMNA BUILDTECH** **PVT LTD- UNDER INSOLVENCY RESOLUTION”** or through DD drawn on any Scheduled Bank in the name of “**SHUBHKAMNA BUILDTECH** **PVT LTD- UNDER INSOLVENCY RESOLUTION -** for the EMD Amount.
7. The intending bidder should submit the evidence for EMD Deposit or Request Letter for participation in the E- Auction along with Self attested copy of (1) Proof of Identification (2) Current Address-Proof (3) PAN card (4) Valid e-mail ID (5) Landline and Mobile Phone number (6) Affidavit and Undertaking, as per Annexure II (7) Bid Application Form as per Annexure IV (8) Declaration by Bidder, as per Annexure V, the formats of these Annexures can be taken from the Complete E- Auction process document. **These documents should reach the office of the Chairman Monitoring Committee or by E-mail, at the address given below by on or .**
8. GST and all other applicable charges will be borne by the bidder. However, GST will be charged as per the provision of GST act and will be provided in Letter of Intent that will be issued to the H1 bidder.
9. This term and condition are with reference to transfer of asset or any other asset which requires transfer of ownership. In this regard, the Chairman Monitoring Committee will like to mention that the process of ownership transfer will start only after the Chairman Monitoring Committee receives full consideration as per Letter of intent issue to the bidder as per the provision of IBC 2016. However, any delay in such transfer from the side of Chairman Monitoring Committee or any appropriate transfer authority cannot be a taken as a ground for cancelation of bidding form the side of Successful Bidder.
10. Chairman Monitoring Committee has right to demand documents from bidder for the process and in case the documents are not provided, the Chairman Monitoring Committee may disqualify the bid.
11. **As per the Insolvency and Bankruptcy Board of India (Liquidation Process) (Second Amendment) Regulations, 2022, the prospective bidder would be provided a period of 14 days for submitting the eligibility documents from the issue of the Sale Notice in the newspapers and a period of 7 days would be provided to the qualified bidder for inspection or due diligence of assets under auction, from the date of declaration of qualified bidder by the liquidator.**
12. The Name of the Eligible Bidders will be identified by the Chairman Monitoring Committee to participate in e- auction on the portal [**https://nbid.nesl.co.in/app/login**](https://nbid.nesl.co.in/app/login)**.** The E-Auction Service Provider M/S National E-Governance Services Ltd. (NeSL) will provide User id and password by email to eligible bidders.
13. In case, a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes with unlimited extension. The bidder who submits the highest bid amount (not below the reserve price) on closure of e-Auction process shall be declared as the Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Chairman Monitoring Committee.
14. The EMD of the Successful Bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The EMD of unsuccessful bidders shall be refunded within **seven working** days after the date of E-Auction.
15. **The EMD shall not bear any interest**. **The Chairman Monitoring Committee will issue a Letter of Intent (LOI) to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount – EMD Amount) within 30 days on issuance of the LOI by the Chairman Monitoring Committee . If there is any default in deposit of the balance amount by the successful bidder within the time limit as mentioned in the LOI, then the said non-payment would entail forfeiture of the entire amount deposited (EMD + Any Other Amount) by the Successful Bidder.**
16. The Successful Bidder shall bear the applicable stamp duties/transfer charge, fees etc. and all the local taxes, duties, rates, assessment charges, fees etc. in respect of the property put on auction. With reference to auction put on sold any type of transportation, dismantling cost or any other related cost shall be borne by the successful bidder.
17. The Chairman Monitoring Committee is not liable or bound to accept the highest offer or the highest bid and has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the e-Auction or withdraw any property or portion thereof from the auction proceeding at any stage without assigning any reason thereof.
18. After payment of the entire sale consideration, the sale certificate/agreement will be issued in the name of the successful bidder only and will not be issued in any other name.
19. The sale shall be subject to conditions and provisions under Insolvency and bankruptcy code, 2016 and regulations made thereunder.
20. If in case, not more than one bidder deposits the EMD, then in that case the Chairman Monitoring Committee will have the absolute power to cancel the auction process after the consultation with the stakeholders.
21. The interested bidders may give offers either for one or more than one asset blocks. In case a bidder bids for more than one asset, he will be required to submit separate EMD amounts for each asset blocks.
22. The decision of the Chairman Monitoring Committee on declaration of Successful Bidder shall be final and binding on all the Bidders.

Date: ……………………….

Place: New Delhi

# SD/-

# Anand Sonbhadra

# Chairman Monitoring Committee

# in the matter of Shubhkamna Buildtech Private Limited

# IBBI (Regn. No-IBBI/IPA-001/IP-P00739/2017-2018/11771)

Communication Address: First Floor, #64, Okhla Phase- III,

Behind Modi Flour Mills, New Delhi- 110020

 Email ID’s: **assetsale1@aaainsolvency.in****,**

**anand.sonbhadra@aaainsolvency.com** and **shubhkamna.buildtech@aaainsolvency.com**

#  Contact Person: Mr. Wasim & Mr. Raj Kumar: +91-8800865284

# ANNEXURE VII-DESCRIPTION OF THE ASSETS

***(To be on a judicial stamp paper of Rs. 100 and notarized. To be submitted by the Qualified Bidder)***

*(Note: - The list attached herewith is for reference. The assets mentioned below are provided on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Particulars of the Asset** | **Block** | **Reserve Price****(In Rs.)** | **Initial EMD Amount (In****Rs.)** | **Incremental Value (In****Rs.)** |
| Porsche Cayenne for SalePorsche Cayenne (DL1CQ2171), a 2013 Diesel model, is available for sale. The vehicle belongs to M/s Shubhkamna Buildtech Pvt. Ltd. and is currently parked at Pul Prahladpur, Jungle Park, Surajkund Badkhal Road, Delhi. | A | 1.70Lakhs | Rs. 17000 | Rs. 5000 |

**Important Notes\*\***

1. The reserve price so arrived is based on valuation reports obtained from registered valuer, which was duly approved and adopted by the Monitoring Committee. That in accordance with the Hon’ble NCLT Delhi Bench order dated 12.7.2024, the undersigned has been permitted to sell out the vehicle No. DL1CQ 2171 assets of the Shubhkamna Buildtech Pvt. ltd.

2. The asset forming part of Block A are sold on ‘As is where is”, “As Is What Is Basis” And “Whatever There Is Basis And “Without Recourse Basis’’ and any charges pertaining to transfer charges (including stamp duty), issuance of duplicate RC, pending RTO taxes, fee, insurance charges, loading, unloading, cutting, weighment expenses etc. in respect of the aforesaid asset shall be solely borne by the H1 bidder. Also, it shall be the sole responsibility of H 1 bidder to get it the vehicle transferred in his/her name by obtaining NOC/ Green Certificate from the RTO for which the Monitoring Committee Chairman & Erstwhile Resolution Professional team shall extend its co-operation to an extent of signing the form wherever it is applicable.

# *DISCLAIMER:* - The assets mentioned above are provided on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis. Therefore, the bidders are requested to do their due diligence, before putting in their EMD. The Chairman Monitoring Committee & His team would not be responsible for any variation of facts and details of documents provided.