

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for Bids for E-Auction of Assets of Maruti Kesri Nandan Agrofoods Private Limited in Liquidation under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”) by an Order of the Hon’ble National Company Law Tribunal, Chandigarh Bench (“NCLT”) dated 9th May 2022.

Date of Public Announcement

“2nd May 2023”

Date of E-Auction

“04 June 2023”

Issuedby:

Amit Kumar Goyal

Liquidator

IBBI Regn. No: IBBI/IPA-003/ICAI-N-00317/2020-2021/13342

Maruti Kesri Nandan Agrofoods Private Limited

(A Company under Liquidation Process *vide* NCLT’s Order dated 9th May, 2022)

Registered Office: 495/7, KADIPUR INDUSTRIAL AREA, NEAR SHIV MANDIR,

PATAUDI ROAD, GURGAON - 122001, HARYANA

Email ID: liquidator.marutikesriNandan@gmail.com

Mr. Amit Kumar Goyal is a registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is IBBI/IPA-003/ICAI-N-00317/2020-2021/13342, Mr. Amit Kumar Goyal has been appointed as the Liquidator of Maruti Kesri Nandan Agrofoods Private Limited (in Liquidation) by Hon’ble National Company Law Tribunal (NCLT), Chandigarh Bench vide order dated 9th May, 2022 to manage, protect, sell and liquidate the properties, assets, business and other affairs of Maruti Kesri Nandan Agrofoods Private Limited (in Liquidation).

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Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders.
2. Terms and Conditions, deadlines etc. for participating in the E-Auction are provided in the E-Auction Process Information Document.
3. As there is no functional website of Maruti Kesri Nandan Agrofoods Private Limited (in Liquidation), hence the timelines, notifications, updates and other details for the E- Auction Process are available on the website of the Insolvency Professional Entity , providing support to the Liquidator, i.e. <http://marutikesrinandanagrofoods.ibc2016.net/>
4. Bidders desirous to submit their Bid have to submit their Bids on E- Auction Portal <https://resolutionbazaar.com/blog/auction-notice/maruti-kesri-nandan-agrofoods-private-limited>

DISCLAIMER

1. *This E-Auction Process Information Document is issued by Mr. Amit Kumar Goyal, the Liquidator appointed by NCLT, in the matter of Maruti Kesri Nandan Agrofoods Private Limited (in Liquidation) for general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Assets of Maruti Kesri Nandan Agrofoods Private Limited (in Liquidation) (the—Company or—Corporate Debtor)in accordance with the Code.*
3. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by theLiquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Information Document, claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
5. *This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from theLiquidator.*
6. *Neither the Liquidator, nor his Insolvency Professional Entity, his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by theLiquidator.*
7. *Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code, 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
8. *It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
9. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*
10. *The Property and Assets of the Company are proposed to be sold on—As is where is basis, —As Is what is basis, —Whatever there is basis and—No recourse basis and the proposed sale of assets of the Company does not entail transfer of any 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/immoveable assets of*

the Company.

- 11. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to itsbid.*
- 12. This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.*
- 13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.*

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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of assets of *Maruti Kesri Nandan Agrofoods Private Limited*. (in liquidation) (the “**Company**” or “**Corporate Debtor**”)under the provisions of the Insolvency and Bankruptcy Code, 2016 andthe Insolvency and Bankruptcy Board of India(Liquidation Process) Regulations, 2016 (“**Liquidation Process Regulations**”).
2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document and the Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
3. The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E- Auction Process Information Document.
4. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessmentor assumptions contained in this E-Auction Process Information Document.
5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason what so ever.
6. Resolution Bazaar (**E-Auction Service Provider**”) has been appointed as the E-Auction Service Provider. The sale of the Assets and Properties of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller throughan E-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the E-auction are asfollows:

Type of Bid	E-Auction
Seller	Mr. Amit Kumar Goyal(<i>Maruti Kesri Nandan Agrofoods Private Limited</i>)
Website of E-Auction service provider	resolutionbazaar.com

Service Provider	Resolution Bazaar, 1634, Sector- 18D, Chandigarh-160018 Contact Person: Mr. Atul Grover Email ID - atulgrover@hotmail.com Mobile No. - +91 98140-40900
Annexures and Formats	Format A: Deposit of Earnest Money by Associate/ Associate Company Annexure I : <i>Affidavit and Undertaking</i> Annexure II : <i>Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded)</i> Annexure III : <i>Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid form)</i> Annexure IV : <i>Technical Terms & Condition of the E-auction</i>
Special Instructions	Please note that this bidding is a serious matter and last minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders.

7. All terms and conditions with respect to the sale of the assets and properties of the company shall be governed by the directions of the Liquidator, NCLT and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale of the Assets and Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale of the assets.
8. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.
9. The requisite document(s) relating to the properties shall be available on request to be made to the Liquidator at: liquidator.marutikesrinandan@gmail.com

B. KEY DEFINITIONS

“Adjudicating Authority” or **“NCLT”** shall mean the Chandigarh Bench of the Hon'ble National Company Law Tribunal;

“Applicable Laws” shall mean, 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, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;

“Bid” means, any bid submitted by the Bidders as required in terms of this E- Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“Control” shall mean a Person holding more than 26% (twenty six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;

“E-Auction Process Participant” or **“Bidder”** means, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

“E-Auction Process Information Document” means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

“IBC” shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time.

“Liquidation Process Regulations” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;

“Liquidator” means an Insolvency Professional appointed as a liquidator in accordance with section 34 of the IBC;

“Liquidation Process Regulations” means the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, as amended from time to time;

“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;

“Qualified Bidder(s)” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.

“Successful Bidder” or **“Successful E-Auction Process Participant”** means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase.

C. INTRODUCTION

1. The Company’s Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 9th May, 2022. As per the said order, Mr. Amit Kumar Goyal has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the IBBI (Liquidation Process) Regulations, 2016 any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the company and in the manner specified in this E-Auction Process Information Document.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.

D. THE COMPANY AND IT’S ASSETS OVERVIEW

Brief Background:

MARUTI KESRI NANDAN AGROFOODS PRIVATE LIMITED (Hereinafter will be called as Corporate Debtor or as CD).

1. Corporate Debtor is a company registered under Companies Act, 1956 and was engaged in the business of manufacturing, distributing, supplying and trading of food grain and items. Moreover, it carried the business of manufacturers, processors, preservers, dealers, distributors, agents, stockiest, vendor, exporter and importers of agro products, food products, dairy products, eatables etc all kinds & description including health products, nutrition products, preparation

made for wheat, rice , pulses, vegetables, fruits, dry fruits, including biscuits, bread, chocolates, sweets, baby food, ghee, butter, cream, cheese, cheese whey, curd, canned and or packaged fruits, nuts, fruit juices, fruit powders, jams, sauces pickles, ciders, paneer, milk, milk products, vegetable oils, vegetable ghee, artificial ghee, aerated drinks of all kinds and their bye products, derivatives and allied products of all kinds, poultry products, fish, meat, eggs, poultry canned and tinned and processed foods of all kinds and ice cream, desserts.

2. To carry on business as manufacturing, producing, trading, processing, packing, importing, exporting, agents and dealers of maida, rava, atta, bran from wheat, besan, chana dal, pulses, pickles, papad, spices, food canning, food grain, grams, maida, rava/suji, whole mill atta, atta and besan, flour, cakes, pastry, cornflakes, bread, biscuits, chocolates, sweets, fruit products, glucose, chewing gums, milk cream, ice creams, aerated or mineral waters, fruit juices, fermentation products, foods, protein foods, maize products etc.

3. To carry on in India or elsewhere the business to manufacture, produce, process, prepare, disinfect, fermentate, compound, mix, clean, wash, concentrate, crush, grind, segregate, pack, repack, add, Remove, heat, grade, preserve, freeze, distillate, boil, sterilize, improve, extract, refine, buy, sell, resell, import, export, barter, transport, store, forward, diastribute, dispose, develop, handle, manipulate, market, supply and to act as agent, broker, representative, consultant, collaborator, adatia, stockist, liaslonor, middleman, export house, job worker or otherwise to deal in all types, descriptions, tastes, uses and packs of consumer food items their by-products, ingredients, derivatives, residues, including foods and vegetables, packed foods, powders, pastes, liquids, drinks, beverages, juices, jams, jelly, squashes, pickles, sausages, concentrates, extracts, essences, flavours, syrups, sarbats, flavoured drinks, health and diet drinks, mouth-freshners, extruded foods, frozen foods, dehydrated foods, pre-cooked foods, canned foods, preserved foods, health foods, fast foods, cream, cheese, butter, biscuits, breads, cakes, pastries, confectionery, sweets, chocolates, toffees, breakfast foods, protein foods, dietic products, strained baby foods, instant foods, cereal products, table delicacies and all other items whether natural, artificial or synthetic of a character similar or analogous to the foregoing or connected therewith.

4. To carry on in India or elsewhere the business as manufacturer, processor, importer, exporter, distiller, refiner, fermentor, converter, bottler, distributor, preserver, packer, mover, consignor, seller, buyer, reseller, transporter, stokiect, agent, sub-agent, broker, supplier, indentor, concessionaire or otherwise to deal in all types of beverages, including soft drinks, soft drinks concentrates, syrups, aerated water, tea, coffee, bear, soda, wine and there derivatives, solvents, mixtures, by-products, intermediaries & ingredients , whether made of natural of synthetic materials and all kinds of aerated, artificial and mineral water, carbonated drinks and juices of all kind an-descriptions, lactose, glucose and medical and pharmaceutical preparations of all kinds & and to do all incidental acts and things necessary for the attainment of the foregoing objects.

Present Status:

The CIRP in this company was initiated by NCLT, Chandigarh on 06.02.2020, and RP was appointed by NCLT, Chandigarh under the provisions of IBC, 2016 on 06.02.2020. Hon'ble NCLT, Chandigarh Bench, initiated the Corporate Insolvency Resolution Process (CIRP) for the Company and Mr. Ajay Kumar Jain was appointed as the Interim Resolution Professionalan Insolvency and Bankruptcy Board of India (IBBI) Registered Insolvency Professional, holding IBBI Registration Number: IBBI/PA-002/IP-N00415/2017-18/11188 and was subsequently confirmed as Resolution Professional by Committee of Creditorsat the meeting dated 06.03.2020. Thereafter, the Committee of Creditors passed a resolution for the liquidation in its 7th CoC meeting dated 07.12.2020.

Thereafter, the Hon'ble NCLT Chandigarh Bench passed an order for Liquidation of the Corporate Debtor and appointed Mr. Amit Kumar Goyal to act as Liquidator on 09.05.2022.

E. ELIGIBILITY

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase of assets of the Company if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (*as amended from time to time*).

A careful reading of Section 29-A of the IBC states that a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person:

- a) Is an undischarged insolvent;
- b) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c) 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 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 liquidation process of the corporate debtor. *Provided that the person shall be eligible to submit a bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid;*
Provided further that nothing in this clause shall apply to a bidder where such bidder is a financial entity and is not a related party to the corporate debtor.
- d) Has been convicted for any offence punishable with imprisonment:
 - i. for two years or more under any Act specified under the Twelfth Schedule; or
 - ii. for seven years or more under any law for the time being in force:*Provided that this clause shall not apply to a person after expiry of a period of two years from the date of his release from imprisonment;*
- e) Is disqualified to act as a director under the Companies Act, 2013;
Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of explanation I
- f) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) Has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- h) Has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part.
- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) Has a connected person not eligible under clauses (a) to (i)

Explanation—For the purposes of this clause, the expression—'connected person' means

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

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

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

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

- (a) a scheduled bank;*
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;*
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42of1999);*
- (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.*

F. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

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

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identity, Current Address Proof, PAN card, valid e-mail ID, Landline and

Mobile Phonenumner.

2. Authorization to the Signatory (in case the bidder is a legal entity).
3. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached as **Annexure I**.
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached as **Annexure II**, and duly filled, signed and stamped **Declaration by Bidders** attached as **Annexure III**.

Please note that only the eligible bidders will gain access to documentation, additional information required for due diligence, after due submission of the required bid form and declaration form. Further, if needed, the site visits for only the eligible bidders may also be coordinated by the Liquidator.

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

G. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the Liquidator to arrange for physical verification and site visit of the Property and Assets of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the E-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The Liquidator may coordinate a site visit for Eligible Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Eligible Bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder. However, the qualified bidder shall have atleast 7 days for inspection or due diligence of assets under auction.

H. DUE DILIGENCE

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

The properties and assets of the Company are proposed to be sold on "*As is where is basis*", "*As is what is basis*", "*Whatever there is basis*" and "*No recourse*" basis and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer. All local taxes / maintenance fee / electricity / water charges etc., (if any) outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the E-

Auction process applicant and would be borne by the successful bidder.

I. ASSET TO BE AUCTIONED AND RESERVE PRICE

(Amount in Rs.)

ASSET	LAND MSG.	RESERVE PRICE	EMD AMOUNT
Industrial Plot No. E-53 at Agro Food Park, Matsya Industrial Area, Alwar, Rajasthan of M/s Maruti Kesri Nandan Agrofoods Private Limited	1950 Sq m	1,26,36,000/-	12,63,600/-

NOTE-The sale of assets mentioned above will be subject to applicable taxes to be borne by the buyer in addition to the sale value.*

It is to be noted that the bidders cannot place a bid for the assets at a value below the reserve price.

Further, the bidders can increase their Bid by a minimum incremental amount of Rs. 2,00,000/- for the asset or in multiples of these amounts.

MODE OF SALE

Asset to be sold in accordance with mode prescribed in Regulation 32 (a) of the IBBI (Liquidation Process) Regulations, 2016 i.e. *sale of an asset on a standalone basis.*

J. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, along with or prior to submission of their auction bids, an amount which is equal to the 10% of the reserve price for the block of asset that is to be bided for, as earnest money by way of direct fund transfer- RTGS or NEFT or Demand Draft issued by any scheduled commercial bank in India ("Bank") in favour of the Guarantee Beneficiary, i.e., Maruti Kesri Nandan Agrofoods Private Limited under Liquidation.

It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in Format A (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document. Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

1. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder at least two days before the date of auction.
2. Through RTGS / NEFT to the account number of the company as provided under:

Account Number	1183002100028390
Guarantee Beneficiary Name	Maruti Kesri Nandan Agrofoods Private Limited
Bank Name	Punjab National Bank
Branch	Punjab National Bank, NAC MANIMAJRA
IFSC Code	PUNB0118300

3. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.
4. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.
5. The Earnest Money shall remain valid at least till 21st June 2023 (“*date of validity of the Earnest Money*”). Where Earnest Money has been deposited in the form of Demand Draft, the same shall be renewed accordingly to comply with the aforementioned requirement or the Liquidator shall have the right to encash it.
6. All the payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at: liquidator.marutikesrinandan@gmail.com

It should be noted that no interest will be paid to the auction process applicant in relation to such Earnest Money amount.

Forfeiture of Earnest Money Deposit

The Liquidator shall have the right to encash the demand draft or to retain the EMD so deposited by the bidder as Earnest Money Deposit where the successful bidder fails to make payment within 15 days i.e. on or before 21.06.2023 of the issuance of LOI (Letter of Intent) by the Liquidator.

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

1. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
2. 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
3. if the Bidder is identified as the Successful bidder and it fails to extend the validity of the Earnest Money or does not accept the Letter of Intent issued by the Liquidator.
4. if the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

Set-Off of Earnest Money of the Successful Bidder

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

In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned (without interest) to it within 10 (ten) days of the date of closure of auction process.

Issuance of Letter of Intent and Transaction Documents

The Successful Bidder shall be issued a letter of intent (LOI) by the Liquidator within a period of 2 (two) days from date of declaration of Successful Bidder. The terms of the aforementioned letter of intent (LOI) as may be provided by the Liquidator shall be binding on him. Accordingly, the payment of balance consideration (inclusive of GST) shall be made by the successful bidder within 15 days from the date of issuance of LOI.

A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company (through Liquidator) upon receipt of the balance sale consideration.

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application, the Liquidator shall have the right to forfeit the Earnest Money furnished by the Successful Bidder.

K. DECLARATION OF SUCCESSFUL BIDDER

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

L. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document or in the Letter of Intent, the Liquidator shall reject an auction bid, revoke the Letter of Intent,

as the case may be, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Guarantee Beneficiary may invoke the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

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

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

“Corrupt practice” shall mean:

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

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

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

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

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

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

The Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence / site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.

M. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant (bidder) shall be responsible for all the costs incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

It is hereby clarified that the E-Auction Process Applicant shall make its own arrangements including accommodation for the discussion Meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the E-Auction Process Applicant.

The E-Auction Process Applicant shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction Process.

It is to be noted that all taxes applicable (*including stamp duty implications and registration charges*) on sale of asset would be borne by the successful bidder:

1. The sale attracts stamp duty, registration charges etc. as per relevant laws.
2. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property in his / her name.
3. The payment of all statutory / non – statutory dues, taxes, rates, assessments, charges, fees, etc. owed by Maruti Kesri Nandan Agrofoods Private Limited to anybody in respect of the Property shall be sole responsibility of successful bidders.
4. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

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 liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder.

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

N. GOVERNING LAW AND JURISDICTION

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

O. TIMETABLE

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

S. No.	Event	Timeline
1	Public Announcement of E-Auction and this E- Auction Process Information Document made available on the websites as per Terms and Conditions	2nd May 2023
2	Submission of Bid Forms, Declaration forms	2nd May 2023 to 23rd May 2023
3	KYC declaration, Due Diligence	2nd May 2023 to 23rd May 2023
4	Site Visits and Discussion Meeting	Till 02 June 2023
5	Last date for EMD submission	02 June 2023
6	E – Auction	04th June 2023 (03:00 P.M. to 05:00 P.M.) <i>With unlimited extension of 5 min each.</i>
7	Announcement of Successful Bidder	04th June 2023
8	Issuance of Letter of Intent (“LOI”)	06th June 2023 <i>Within 2 days of announcement of successful bidder</i>
9	Payment of Balance consideration by successful bidder	21st June 2023 <i>Within 15 days of the issue of LOI to the Successful Bidder by the Liquidator</i>
10	Return of EMD for unsuccessful bidders	14th June 2023 <i>Within 10 days of closure of e-auction portal</i>

While the timeline for submission of bid forms and declaration forms extends from **2nd May 2023 to 23rd May 2023 please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.*

Note –

The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD

FORMAT A

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE COMPANY

To
Mr. Amit Kumar Goyal,
The Liquidator,
Maruti Kesri Nandan Agrofoods Private Limited
Registered Address: :#4196, Eco City, Phase- I, New Chandigarh, Backside Petrol Pump,
Sahibzada Ajit Singh Nagar, Punjab- 140901

[Copyto:]

[Insert name of the Bidder with address]

DearSir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of asset of Maruti Kesri Nandan Agrofoods Private Limited.

In light of the bid for asset of Maruti Kesri Nandan Agrofoods 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 dated [•] in relation to the captioned transaction (“**E-Auction Process Information Document**”), issued by the Liquidator,

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

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

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

Thank you.

Yours sincerely,

.....

[Signature and name of the Authorized Officer of the Associate Company]

Rubber stamp/seal of the Associate Company

ACKNOWLEDGMENT

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

Yours sincerely,

.....

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

Rubber stamp/seal of the Bidder

ANNEXURE I
AFFIDAVIT AND UNDERTAKING

(In case of an entity)

Date:

To
Mr. Amit Kumar Goyal,
The Liquidator,
Maruti Kesri Nandan Agrofoods Private Limited
Registered Address: :#4196, Eco City, Phase- I, New Chandigarh, Backside Petrol Pump,
Sahibzada Ajit Singh Nagar, Punjab- 140901

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

Dear Sir,

I, _____, in my capacity as _____(designation) in
_____ Limited located _____ at
_____ 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:

- A. 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 _____ Limited nor any person acting jointly with _____ Limited or any person who is a promoter or in the management or control of _____ Limited or any person acting jointly with _____ 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) at the time of submission of the Bid form 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;
 - (d) has been convicted for any offence punishable with imprisonment:
 - i. for two years or more under any Act specified under the Twelfth Schedule;
 - ii. 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 favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

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

(j) has a connected person not eligible under clauses (a) to (i) of Section 29A.

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

- B. I undertake on behalf of _____ Limited, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
- C. I declare and undertake that in case the _____ Limited becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- D. I also undertake that in case the _____ Limited becomes ineligible at anytime after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Maruti Kesri Nandan Agrofoods Private Limited in Liquidation.
- E. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- F. I confirm that the said declaration and disclosure is true and correct.
- G. I am duly authorised 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)

AFFIDAVIT AND UNDERTAKING

(In case of an individual)

Date:

To
Mr. Amit Kumar Goyal,
The Liquidator,
Maruti Kesri Nandan Agrofoods Private Limited
Registered Address: :#4196, Eco City, Phase- I, New Chandigarh, Backside Petrol Pump,
Sahibzada Ajit Singh Nagar, Punjab- 140901

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

Dear Sir,

I, _____ son/daughter of _____, aged _____ years, residing _____ at _____ 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:

A. I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I hereby confirm that the deponent:

- (a) is not an un-discharged insolvent;
- (b) is not a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- (c) at the time of submission of the bid, is not 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;
- (d) has not been convicted for any offence punishable with imprisonment:
 - iii. for two years or more under any Act specified under the Twelfth Schedule;
 - iv. for seven years or more under any law for the time being in force;
- (e) is not disqualified to act as a director under the Companies Act, 2013;
- (f) is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (g) has not 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 never executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

(i) is not subject to any disability, corresponding to clauses (a) to (h) of Section 29A, or under any law in a jurisdiction outside India; or

(j) has no connected person who is ineligible under clauses (a) to (i) of Section 29A.

I therefore, confirm that the deponent is eligible to be a bidder in accordance to Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.

- B. I undertake that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor- Not applicable
- C. I declare and undertake that in case the deponent becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- D. I also undertake that in case the deponent becomes ineligible at anytime after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Maruti Kesri Nandan Agrofoods Limited in Liquidation.
- E. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- F. I confirm that the said declaration and disclosure is true and correct.
- G. I am duly authorised to submit this declaration.

(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

To
Mr. Amit Kumar Goyal,
The Liquidator,
Maruti Kesri Nandan Agrofoods Private Limited
Registered Address: :#4196, Eco City, Phase- I, New Chandigarh, Backside Petrol Pump,
Sahibzada Ajit Singh Nagar, Punjab- 140901

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	Maruti Kesri Nandan Agrofoods Private Limited in Liquidation
Account Number	1183002100028390
Bank Name	Punjab National Bank
Branch	Punjab National Bank, NAC, MANIMAJRA
IFSC Code	PUNB0118300

Details of Bidder / Bid Price Offered

Name of the Bidder	
Constitution of Bidder	
Contact No.	
Email ID	
PAN No.	
Address	

Details of Asset:

Description of Asset	
Reserve Price of Asset as per sales Notice	

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.

Signature& Stamp

Date:
Place:

ANNEXURE III
Declaration by Bidders

To
Mr. Amit Kumar Goyal,
The Liquidator,
Maruti Kesri Nandan Agrofoods Private Limited
Registered Address: :#4196, Eco City, Phase- I, New Chandigarh, Backside Petrol Pump,
Sahibzada Ajit Singh Nagar, Punjab- 140901

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 asset 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 Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("Liquidator") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property 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 alongwith the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD.
5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property. 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 pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or

(iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be 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 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 asset of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:

.....
.....

Address:

.....
.....
.....

Email:

Mobile:

ANNEXURE IV

Technical Terms & Conditions of E-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the E-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Affidavit and Declaration as per the formats set out in *Annexure I and III* must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. All the aforementioned documents are required to be sent electronically and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the E-auction, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

Terms and Conditions of the E-auction are as under:

In addition to the E-Auction Process Information Document, 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 “On Line”. The auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited, at the web portal resolutionbazaar.com. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available at: <https://resolutionbazaar.com/blog/auction-notice/maruti-kesri-nandan-agrofoods-private-limited>. Interested bidders can register, bid and receive confirmation of their bid online.
The requisition of additional information, if any, be sent to liquidator.marutikesrinandan@gmail.com disclosing the identity of the Applicant.
2. The Prospective Bidders should make their own independent inquiries regarding the encumbrances, title of asset put on auction and claims/rights/dues/affecting the assets, 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 property is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any way for any third party claims/ rights/dues.
3. The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identity (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., electronically or physically. Where the documents are submitted electronically, the original copies shall be submitted when the same is called upon by the Liquidator.
4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online E-auction on the portal: resolutionbazaar.com: “Resolution Bazaar”. The Liquidator will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
7. The E-Auction / bidding of the asset of Maruti Kesri Nandan Agrofoods Private Limited would be conducted exactly on the schedule Date & Time as mentioned against the property by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of “Bid Increment Amount” against each property. The Bid Increment Amount is Rs. 200,000/- or in multiples thereof for asset of Corporate Debtor. In case 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.
8. The EMD of unsuccessful bidders shall be refunded within 10 days of closure of e-auction portal. The EMD shall not bear any interest.
 9. In case of the Successful Bidders, the EMD (whether in the form of a Demand Draft or otherwise) may be encashed or retained. The EMD shall not bear any interest.
 10. On the close of the auction, the highest bidder will be declared and within 2 days such bidder shall be issued a Letter of Intent (“LOI”), detailing the Total Payable Amount and other Terms and Conditions inviting the successful bidder to provide balance sale consideration within 15 days from the date of issuance of LOI.
 11. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges, fees etc. owing to anybody.
 12. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw the 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) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
 14. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
 15. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

Sd/-

Mr. Amit Kumar Goyal
Liquidator

In the matter of Maruti Kesri Nandan Agrofoods Private Limited

(a company under liquidation process vide NCLT order dated 09th May, 2022)

IBBI Regn No: IBBI/IPA-003/ICAI-N-00317/2020-2021/13342

Registered Address::#4196, Eco City, Phase- I, New Chandigarh, Backside Petrol Pump,
Sahibzada Ajit Singh Nagar, Punjab- 140901

E-mail ID: akgoyal47@yahoo.com , liquidator.marutikesrinandan@gmail.com

Mobile: +91 88476-45652

Mr. Amit Kumar Goyal has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI/IPA-003/ICAI-N-00317/2020-2021/13342. The affairs, business and property Maruti Kesri Nandan Agrofoods Private Limited are being managed by the Liquidator, Mr. Amit Kumar Goyal, who acts merely as an agent of Maruti Kesri Nandan Agrofoods Private Limited without personal liability.

Date: 02.05.2022

Place: Chandigarh