

E-AUCTION PROCESS INFORMATION DOCUMENT

INVITATION OF BIDS FOR AUCTION OF ELECTRONIC APPLIANCES LYING AT KHASRA NO. 526, GROUND FLOOR, CHANDAN HULLA, TEK RAM FARM, NEAR PUNJAB NATIONAL BANK, CHATTARPUR, DELHI-110074 ON “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS”

DATE OF PUBLIC ANNOUNCEMENT-03rd October, 2023

DATE OF E-AUCTION- 18th October, 2023

Issued by: -
Dr. Lekhraj Bajaj – Resolution Professional
IBBI Reg. No: IBBI/IPA-002/IP-N00039/2016-17/10078
Email: intec.cirp@gmail.com

M/s INTEC INDIA PRIVATE LIMITED

(A company undergoing Corporate Insolvency Resolution process vide Hon’ble NCLT order dated 26.05.2023)

Registered office of the Corporate Debtor: H. No. 19-B, Ground Floor, Arjun Nagar, Safdarjung Enclave,
New Delhi-110029

Dr. Lekhraj Bajaj is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). Dr. Lekhraj Bajaj has been appointed as Interim Resolution Professional (hereinafter referred as “RP”) of M/s INTEC INDIA PRIVATE LIMITED (hereinafter referred as “Corporate Debtor”) by Hon’ble National Company Law Tribunal (NCLT), Bench- VI, New Delhi vide order dated 26.05.2023. However the IRP was confirmed as RP by COC at its first meeting held on 24.06.2023

Dr. Lekhraj Bajaj
Resolution Professional – M/s INTEC INDIA PRIVATE LIMITED

IBBI Regd. & Details:

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Address: 107, Agarwal Prestige Mall, Adjoining to M2K, Pitampura, New Delhi-110034
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Correspondence Details:

Email: intec.cirp@gmail.com
Address: 107, Agarwal Prestige Mall, Adjoining to M2K, Pitampura, New Delhi-110034
Contact No. 011-41451023

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 Electronic Auction are provided in the E-Auction Process Information Document.
3. The timelines, notifications, updates and other details for the e-auction process are available on the websites at **right2vote.in**;
4. Bidders desirous to submit their bid have to submit their Bids on E-Auction Portal: **right2vote.in**

DISCLAIMER

1. This E-Auction Process Information Document is issued by Dr. Lekhraj Bajaj, the RP appointed by the Hon'ble NCLT, Bench-VI, New Delhi in the matter of M/s INTEC INDIA LIMITED 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 inventory as mentioned in **ANNEXURE-V** of M/S INTEC INDIA LIMITED.
3. This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the RP.
4. It is to be noted that no information being provided in this E-Auction Process Information Document claims it to be comprehensive. Independent due diligence by the intended user of this document or the bidder is highly recommended.
5. This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the RP.
6. Neither the RP, his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E- Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the RP.
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 all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory approvals.
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 RP gives his Written Permission.
10. The Inventory of the Company as mentioned in Annexure-V is proposed to be sold on **“As is where is basis”, “As is what is basis”, “Whatever there is basis” and “Without any recourse basis”** and the proposed sale of items of the Company does not entail transfer of any other title, except title/ custody of stated items as on date of transfer. The RP does not take or assume any responsibility for any shortfall or defect or shortcoming in the items as proposed under sale.
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 RP or any other costs incurred in connection with or relating to its bid.
12. This E-Auction Process Information Document is neither an agreement nor an offer by the RP 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 in all respects. The RP accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E- Auction Process Information Document.
14. The list of items as provided here with the bid document or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and as mentioned by Valuers in their report. The RP, however, neither guarantees the accuracy or completeness of the no. of items. The sale will be on **"As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis"** and the prospective bidders are cautioned to exercise their own diligence in respect of the quality, quantity, running condition, usefulness and any other related aspects. For this the prospective bidders can conduct physical verification at the mentioned premises. The RP will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

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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 Inventory as mentioned in Annexure-V, as going concern of INTEC INDIA LIMITED undergoing CIRP, Lying At Khasra No. 526, Ground Floor, Chandan Hulla, Tek Ram Farm, Near Punjab National Bank, Chattarpur, Delhi-110074, as decided by CoC in its 4th Meeting held on 29th September 2023.
2. 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 RP, is provided to Bidder(s) on the terms and conditions as set out in this E- Auction Process Information Document.
3. The RP may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.
4. The issuance of this E-Auction Process Information Document does not imply that the RP is bound to select a Bidder or to declare the Preferred Bidder as Successful Bidder for the items as mentioned in Annexure-V and the RP reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
5. Right2Vote Infotech Private Limited, B-406, hillside, Raheja Vihar Road, Chandivali, Powai, Mumbai-400072 ("**E-Auction Service Provider**") has been appointed as the E-Auction Service Provider. The sale of inventory of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an e-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the e- auction are as follows:

| | |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Bid | E-Auction |
| Seller | Dr. Lekhraj Bajaj (RP of INTEC INDIA LIMITED) |
| Website of E-Auction service Provider | Right2vote.in |
| Service Provider | Right2Vote Infotech Private Limited, B-406, hillside, Raheja Vihar Road, Chandivali, Powai, Mumbai-400072 Contact person — Mr. Neeraj Gutgutia Email id – neeraj@right2vote.in MobileNo. – 9920591306 |

| | |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annexures and Formats | <p>Format A: Format of letter for submission of EMD by Associate Company</p> <p>Annexure 1 -Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded)</p> <p>Annexure 2-Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid form)</p> <p>Annexure 3- Undertaking & Affidavit u/s 29A</p> <p>Annexure 4- Technical Terms and Conditions of E-Auction</p> <p>Annexure 5- Description of Assets</p> |
| Special Instructions | Please note that this bidding is a serious matter and last-minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the RP will be responsible for any lapses on part of the Bidders. |

6. All terms and conditions with respect to the sale of the inventory of the company shall be governed by the directions of the RP and normal trade practices.
7. The Annexures to this E-Auction Process Information Document shall form an integral part thereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.

B. KEY DEFINITIONS

“**Adjudicating Authority**” or “**NCLT**” shall mean the Hon’ble New Delhi Bench- VI, New Delhi of the 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 the IBC, CIRP 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

“**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**” mean, 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 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.

“**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 RP at the end of the determined auction phase.

C. THE BRIEF STATUS OF COMPANY AND ITS OVERVIEW

Brief Background and Status of the company (the Corporate Debtor)

National Company Law Tribunal, Bench-VI, New Delhi admitted Corporate Insolvency Resolution Process (CIRP) for the Company vide its Order dated 26.05.2023 and appointed. Dr. Lekhraj Bajaj as its Interim Resolution Professional (IRP) . The IRP was confirmed as RP by CoC at its first meeting held on 24.06.2023.

The Committee of Creditors (hereinafter referred as “CoC”) authorised RP– Mr. Dr. Lekhraj Bajaj in its 4th Meeting of CoC held on 29.09.2023, to sale the inventory of the CD as going concern located at Lying At Khasra No. 526, Ground Floor, Chandan Hulla, Tek Ram Farm, Near Punjab National Bank, Chattarpur, Delhi-110074 vide E-Auction.

During the course of the Corporate Insolvency Resolution Process, an IRP or RP is duty bound to manage the affairs of the Corporate Debtor as a going concern and further has to protect and preserve the value of the assets of the Corporate Debtor. In the event, the CoC Members decide to sell the certain assets as a going concern, consent of CoC is required and the same is in order to protect and preserve the value and to ensure going concern.

D. 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 un-discharged insolvent;
- b. Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- c. At the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the 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 resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or completion of such transactions as may be prescribed, prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

- d. has been convicted for any offence punishable with imprisonment –
 - i. for two years or more under any Act specified under the Twelfth Schedule; or
 - ii. for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:
Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

- e. is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

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

- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:

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

- h. 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 I. — For the purposes of this clause, the expression "connected person" means—

- i. any person who is the promoter or in the management or control of the resolution applicant; or
- ii. any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or
- iii. the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii): Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:
Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, 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:—

1. a scheduled bank;
2. any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
3. any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
4. 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);
5. an Alternate Investment Fund registered with Securities and Exchange Board of India;
6. such categories of persons as may be notified by the Central Government.

E. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BY 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 Identification, Current Address-Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number;
2. Authorization to the Signatory (in case the bidder is a legal entity);
3. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide ' **Annexure III**;
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide ' **Annexure I**, and duly filled, signed and stamped **Declaration by Bidders** attached vide ' **Annexure II**.

Please note that only the eligible bidders will gain access to additional information required for due diligence, after due submission of the required bid form and declaration form.

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

F. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the RP to arrange for physical verification of the inventory Lying At Khasra No. 526, Ground Floor, Chandan Hulla, Tek Ram Farm, Near Punjab National Bank, Chattarpur, Delhi-110074. Upon receipt of such a request, the RP 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 RP reserves the right not to arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The RP 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 RP will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The RP reserves the right not to arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder.

G. DUE DILIGENCE

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

The inventory of the Company is 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 inventory of the Company does not entail transfer of any title, except the title/ Possession of inventory as on date of transfer.

H. ASSETS TO BE AUCTIONED AND RESERVE PRICE

E-AUCTION SALE NOTICE

**INVENTORY OF COMPANY FOR SALE ON “AS IS WHERE IS”, “AS IS WHAT IS”,
“WHATEVER THERE IS” AND “WITHOUT RECOURSE BASIS”**

| CONSOLIDATED LOT | Lying at Khasra No. 526, Ground Floor, Chandan Hulla, Tek Ram Farm, Near Punjab National Bank, Chattarpur, Delhi-110074 | Reserve Price (in Rs.) | Earnest Money Deposit (In Rs.) |
|------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------|
| S. No. | Nature of Product | Quantity of Product | |
| 1. | Air Conditioner | 2 | 15,72,680/- (Rupees Fifteen Lacs, Seventy Two Thousand, Six Hundred & Eighty Only) |
| 2. | Defective LED TV | 7 | |
| 3. | Washing Machine | 76 | |
| 4. | Refrigerator | 28 | |
| 5. | Air Cooler | 123 | |
| 6. | Air Cooler Sample | 5 | |
| 7. | Voltage Stabilizer & Cooler PCB | 83 | |
| 8. | Gyser | 51 | |
| 9. | Dummy | 48 | |
| 10. | Old Geyser | 30 | |
| Total | | 453 | 1,57,270/- (Rupees One Lacs, Fifty Seven Thousand, Two Hundred & Seventy Only) |

**Note: Sale consideration to be paid within 10 days of close of Auction Date and delivery will be given after receipt of full and final payment/ sale consideration.*

#GST AND OTHER TAXES APPLICABLE AS EXTRA

E-Auction date: 18/10/2023 from 11:00 AM to 2:00 PM, Last date to apply 17/10/2023 till 4:00 PM

For detailed terms: Visit www.right2vote.in

Contact: Dr. Lekhraj Bajaj at 9810109335, 011-41451023

Correspondence E-mail: intec.cirp@gmail.com

Dr. Lekhraj Bajaj

Resolution Professional

M/s INTEC INDIA LIMITED

*107, Agarwal Prestige Mall, Adjoining to M2K,
Pitampura, New Delhi-110034*

Regn. No. IBBI/IPA-002/IP-N00039/2016-17/10078

Contact No. – 9810109335,

Email: intec.cirp@gmail.com

It is to be noted that the bid for the Inventory at a value below the reserve price will not be accepted

Further, the bidders can **increase their bid by a minimum incremental amount of Rs. 20,000 for the inventory**. *It must also be noted that the RP does not give any assurance or warranty of the physical condition / quality of inventory and its suitability for any sort of usage that the bidder envisages.*

I. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, prior to submission of their auction bids, an amount which is equal to the 10% of reserve price as **earnest money deposit**.

It may be noted that the Bidder may request the RP to permit the Bidder to submit the Earnest Money Deposit 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 Deposit 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, RP 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.

- a. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.
- b. Through NEFT/RTGS to the account number of the company as provided under:

| | |
|-------------|---------------------------------------------------------|
| Name | INTEC INDIA LIMITED- IN CIRP |
| Account No. | 045563300006482 |
| Bank Name | Yes Bank |
| Branch | 275, Rajdhani Enclave, Road No. 44, New Delhi-110034 |
| IFSC Code | YESB0000455 |

- c. 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.
- d. Bidders shall preserve the remittance Challan and shall produce the same in front of the RP as and when demanded.

- e. All the payments to be made by the Bidder under the e-auction shall be intimated to the RP at intec.cirp@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 from the E-Auction Applicant / Bidder

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:

- a) 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
- b) 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
- c) if the Bidder is identified as the Successful bidder and it fails to pay balance sale consideration within the stipulated time as per the clauses of this E auction document (Terms & Conditions of e-auction) after being intimated as successful bidder by the RP.
- d) if the Successful Bidder, after being intimated by the Resolution Professional as successful bidder, fails to make the complete payment as per the terms of E-auction documents.
- e) In any of the above event, all the amounts deposited till that date shall be forfeited and the inventory will be offered to the next highest bidder.

Set-off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against last instalment/ payment or used as part of the consideration that the successful bidder proposes to offer for the inventory of the Company.

The bid once submitted cannot be withdrawn and in case of non-participation in e-auction after submission of bid, the offer will be presumed to be given at reserve price. The e auction agency will itself register the bidder in e auction in such event.

In case the auction is not conducted or fails due to some exigencies, then the Earnest Money paid by the e-auction process applicant shall be returned (without interest)

to such applicant within 15 (fifteen) days of the date of closure of auction process.

For successful bidders, a mail confirmation will be given for being successful bidder at the end of auction on the same day and shall be invited to provide balance sale consideration within 10 days of the date of such demand. Sale confirmation letter will be issued after deposit of balance of sale consideration amount after deducting 10% EMD. However, successful bidder will submit the balance of final sale amount within 10 days of the close of Auction date. Further the sale shall be cancelled if the payment is not received within 10 days.

A sale certificate and / or title documents and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the RP after 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 RP shall have the right to forfeit the Earnest Money Deposit furnished by the Successful Bidder.

J. DECLARATION OF SUCCESSFUL BIDDER

The RP at the end of the E-Auction phase, shall declare the successful bidder(s) for the sale of inventory. The successful bidder(s) shall be determined on the basis of highest bid received for the inventory by the RP via the E-Auction portal process keeping in view the Terms & Conditions of E-auction. In case of any dispute / discrepancy, the RP shall assess the E-Auction applications and declare the successful bidder(s) offering maximum value for the auctioned Stock. This right of selecting and declaring the successful bidder (s) shall solely rest with the RP at all times.

K. 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, , the RP shall reject an auction bid, , without being liable in any manner whatsoever to the E-Auction Process Applicant, if the RP, 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 RP may retain the Earnest Money, without prejudice to any other right or remedy that may be available to the RP 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 RP 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 RP 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 RP 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 RP 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 RP or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence / site visits, the RP may require the Bidder to execute confidentiality agreement with the Company / RP.

L. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The RP 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 organised) 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 on sale of assets would be borne by the successful bidder.

- i. Purchaser has to bear the cess or other applicable tax i.e. TDS etc.

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 of inventory.

M. GOVERNING LAW AND JURISDICTION

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

N. TIMETABLE

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

| S. No. | Event | Timeline (Days) |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1 | Public Announcement of Auction | 3 rd October 2023 |
| 2 | Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions | 3 rd October 2023 |
| 3 | Submission of Bid Forms, Declaration forms | From 3 rd October 2023 to 17 th October 2023 till 4 P.M. |
| 4 | KYC declaration, Due Diligence | From 3 rd October 2023 to 17 th October 2023 till 4 P.M. |
| 5 | Site Visit for Physical Verification of Inventory | 13 th October 2023 from 11 A.M. to 5 P.M. |
| 6 | Bid and EMD submission | From 3 rd October 2023 to 17 th October 2023 till 4 P.M.. |
| 7 | E — Auction | 18 th October 2023 (11 AM to 2 PM) with limited extension of 5 Min. if bid received in last one minute of closure. |
| 8 | Announcement of Successful Bidder | 18 th October 2023 |
| 9 | Issuance of email confirmation as successful bidder | 18 th October 2023 |
| 10 | Return of EMD for unsuccessful bidders (Within 15(fifteen) days of close of auction) | On or before 30 th October 2023 |
| 11 | Payment of balance consideration by successful bidder | On or before 28 th October 2020 |

*While the timeline for submission of bid forms and declaration forms is from 03/10/2023 to 17/10/2023 , 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 RP, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the RP shall forfeit EMD.

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 Right2Vote Infotech Private Limited, at the web portal right2vote.in E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites right2vote.in. Interested bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, be sent to intec.cirp@gmail.com disclosing the identity of the Applicant under the captioned subject line “E- Auction – M/s INTEC INDIA LIMITED”.

2. The Prospective Bidders should make their own Independent inquiries regarding the claims/rights/dues/ affecting the inventory 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 RP. The inventory is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the RP. RP shall not be responsible in any of 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 identification (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.

to the office of RP by 17/10/2023, 4:00 PM. Scanned copies of the original of these documents can also be submitted to the Email ID of RP.

4. Name of Eligible Bidders will be identified and conveyed by RP to participate in online e-auction on the portal right2vote.in. The RP will provide User ID & Password to the Eligible Bidders after due verification of KY C of the Eligible Bidders.

5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the inventory before submission of the bid.

6. RP has right to demand documents from bidder for the process and in case the documents are not provided, the RP may disqualify the bid.

7. The E-Auction / bidding of the assets of “INTEC INDIA LIMITED” would be conducted exactly on the schedule Date & Time as mentioned by way of inter-se bidding amongst the bidders. **the bidders can increase their bid by a minimum incremental amount Rs. 20,000.** 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 on full payment by successful bidder. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD (Pay order/Demand Draft) may be banked. The EMD shall not bear any interest.
10. The RP will intimate through mail to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to pay 10% less EMD within time stipulated in this document. Any default in Payment by the successful bidder would entail forfeiture of EMD already deposited and the inventory shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of such inventory.
11. The Successful Bidder shall bear the applicable Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody, if any
12. The RP 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 inventory thereof from the auction proceedings at any stage without assigning any reason there for.
13. The sale certificate will be issued 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 decision of the RP on declaration of Successful Bidder shall be final and binding on all the Bidders.
15. The list of assets provided here with the bid document or otherwise uploaded on the respective websites has been fetched from the old records of the corporate debtor and as mentioned by Valuers in their Valuation report is only an indicative list to give a brief idea about the items up for sale. The RP, however, neither guarantee the accuracy or completeness of the list nor confirm the availability of the individual items at the site. The sale will be on "**As Is Where Is, As Is What Is, Whatever There Is And Without Recourse Basis**" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, condition, usefulness, availability and any other related aspects. For this the prospective bidders can conduct physical visit at the premises. The RP will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

CONTACT PERSON:

Mr. Dr. Lekhraj Bajaj at 9810109335, 41451023

Dr. Lekhraj Bajaj has been appointed by NCLT as IRP of INTEC INDIA LIMITED, which was confirmed as RP by COC at its meeting. Dr. Lekhraj Bajaj has been granted a certificate of registration to act as IP by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI/IPA-002/IP-N00039/2016-17/10078

Date: 03/10/2023

Place: New Delhi

Dr. Lekhraj Bajaj
RP - M/s INTEC INDIA LIMITED

Correspondence Address:

107, Agarwal Prestige Mall,
Adjoining to M2K, Pitampura, New Delhi-110034
Tel: 011-41451023

IP's IBBI Registration Details:

Email: lekhrajbajaj@rediffmail.com
Address: 107, Agarwal Prestige Mall,
Adjoining to M2K, Pitampura, New Delhi-110034
Regn. No. IBBI/IPA-002/IP-N00039/2016-17/10078

FORMAT - A

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE COMPANY

To
Dr. Lekhraj Bajaj
RP— M/s INTEC INDIA LIMITED
Correspondence Address: 107, Agarwal Prestige Mall,
Adjoining to M2K, Pitampura, New Delhi-110034

[Copy to:]

[Name of the Bidder with Address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of Inventory of M/s INTEC INDIA LIMITED.

In light of the bid for assets of M/s INTEC INDIA 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 IRP, **[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 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 Authorised Officer of the Associate Company]
Rubber stamp/ seal of the Associate Company

ACKNOWLEDGMENT

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

Yours sincerely,

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

Annexure I
BID Application Form

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

Date:

To

Dr. Lekhraj Bajaj, RP— M/s INTEC INDIA LIMITED
Correspondence Address: 107, Agarwal Prestige Mall,
Adjoining to M2K, Pitampura, New Delhi-110034

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated in(name of Newspaper(s))

Details of Corporate Debtor:

| | |
|-------------|---------------------------------------------------------|
| Name | INTEC INDIA LIMITED- IN CIRP |
| Account No. | 045563300006482 |
| Bank Name | Yes Bank |
| Branch | 275, Rajdhani Enclave, Road No. 44. New Delhi-110034 |
| IFSC Code | YESB0000455 |

Details of Bidder / Bid Price Offered

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

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

Date:

Signature

Place:

STAMP

Annexure II
Declaration by Bidders

To

Dr. Lekhraj Bajaj, RP— M/s INTEC INDIA LIMITED
Correspondence Address: 107, Agarwal Prestige Mall,
Adjoining to M2K, Pitampura, New Delhi-110034

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 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 ("RP") 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 fulfil 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 IRP, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the RP shall forfeit EMD.
5. I / We understand that the EMD of all Bidders shall be retained by the RP and returned only after the successful conclusion of the sale of Inventory. 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 pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in 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 judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

7. The decision taken by the RP 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 deletionsto the time of auction portal and inventory being offered forsale.
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.

(Signature with SEAL)

Name:
Address:
Email:

Annexure III
AFFIDAVIT AND UNDERTAKING

Date:

To

Dr. Lekhraj Bajaj – Resolution Professional — M/s Intec India Ltd.
Correspondence Address: 107, Agarwal Prestige Mall, Adjoining to M2K,
Pitampura, New Delhi-110034

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

Dear Sir,

- A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018: I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither **XYZ Limited** nor any person acting jointly with **XYZ Limited** or any person who is a promoter or in the management or control of **XYZ Limited** or any person acting jointly with **XYZ Limited**:
- a) is an 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 (10 of 1949);
 - c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
 - 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;
 - e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);
 - f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - g) has been and/or is 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), under any law in a jurisdiction outside India; or
 - j) has a connected person not eligible under clauses (a) to (i)
- B. I undertake on behalf of **XYZ Limited**, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
- C. I declare and undertake that in case **XYZ Limited** becomes ineligible at any stage during the Corporate Insolvency Resolution Process, it would inform the Resolution Professional forthwith on becoming ineligible.
- D. I also undertake that in case **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 Hi Tech Grains Processing Pvt. Ltd – In CIRP.
- E. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- F. I confirm that the said declaration and disclosure is true and correct.
- G. I am duly authorized to submit this declaration by virtue of

(DEPONENT)

VERIFICATION

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

(DEPONENT)

Annexure 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/asset.
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 Declaration as per the formats set out in this document must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the e-auction for Inventory, 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

Annexure V
(Description of Assets)

| Sr.No | Code | Model | FG | Color | Capacity |
|-------------------------|---------------------|-------------------------------------|----------|--------|----------|
| 1 | IS18GR3C | SPLIT 1.5 TON 3 STAR Only Outdoor | 0 | White | 1.5 Tr |
| 2 | IS18GR5C | SPLIT 1.5 TON 5 Star | 1 | White | 1.5 Tr |
| 3 | IS18GR5C | 1.5 TON Only Outdoor | 0 | White | 1.5 Tr |
| 4 | IS18GR INV | SPLIT 1.5 TON (INV) | 1 | White | 1.5 Tr |
| 5 | IS18GR 5 | SPLIT 1.5 TON 5 STAR | 0 | White | 1.5 Tr |
| 6 | ITAC24 KLA | TOWER 2 TON | 0 | White | 2.0 Tr |
| 7 | IAC18K INV | SPLIT 1.5 TON ONLY OUTDOOR | 0 | White | 1.5 Tr |
| 8 | IS12GR5C-IMD | SPLIT 1.0 TON | 0 | White | 1.0 Tr |
| 9 | IW12GR3 | WINDOW 1.0 TON | 0 | White | 1.0 Tr |
| Total | | | 2 | | |
| DEFECTIVE LED TV | | | 0 | | |
| 1 | IM551 UHD SMART LED | LED TV 55" INCH | 0 | Black | 55" |
| 2 | IJ401FHD LED | LED TV 40" INCH | 0 | Black | 40" |
| 3 | IM320 HD | LED TV 32" INCH | 0 | Black | 32 " |
| 4 | IJ280 HD | LED TV 28" INCH | 0 | Black | 28" |
| 5 | IJ240 HD | LED TV 24" INCH | 0 | Black | 24" |
| 6 | IJ220FHD | LED TV 22" INCH | 0 | Black | 22" |
| 7 | NA | LED TV 60 CM | 4 | Black | 60 CM |
| 8 | NA | LED TV 80 CM | 1 | Black | 80 CM |
| 9 | NA | LED TV 106 CM | 2 | Black | 106 CM |
| Total. | | | 7 | | |
| WASHING MACHINE | | | 0 | | |
| 1 | 5068 S/H RED | ISRxBP100-5068 S/H | 0 | Red | 10 Kg |
| 2 | 1208 /H | IFG XB70-1208/H | 3 | Grey | 7 Kg |
| 3 | 5068 S/H Grey | ISG XPB100-5068 S/H | 0 | Grey | 10 Kg |
| 4 | 10000 | ISALS 10000 | 0 | Grey | 10 Kg |
| 5 | 8500 | ISALS 8500 | 1 | Grey | 8.5 Kg |
| 6 | 1606 | IFG100-1606 /H | 17 | Grey | 10 Kg |
| 7 | 1308 | IFG XPB70-1308/H | 2 | Grey | 7 Kg |
| 8 | 38 | IWS 38 | 2 | Red | 3.8 Kg |
| 9 | 25 | IWS 25 | 2 | Blue | 2.5 Kg |
| 10 | 848 | IWRxBP25-848A/H (W/M) | 14 | Red | 2.5 Kg |
| 11 | 848 | IWBxBP25-848A/H (Washer) | 24 | Blue | 2.5 Kg |
| 12 | 828 | IWR XPB38-828F/H | 5 | NA | 3.8 Kg |
| 13 | 35 | ISALT-7000 Twin Tub Washing Machine | 2 | White | 7 Kg |
| 14 | 700 | IFATLJ-700 | 2 | Silver | 7 Kg |
| 15 | 900 | IFAFLJ900 Fully Automatic | 0 | NA | 9 Kg |
| 16 | 750 | IFAFLJ 750 Front Loading | 2 | Silver | 7.5 Kg |

| | | | | | |
|--------------------------------------------|-----------------------------|--------------------------------------|------------|-------|---------|
| 17 | 8302 | IFAW MFS60-8302/WE6KG Front Loading | 0 | NA | 6.0 Kg |
| 18 | 1102 | FAW MAM60-S1102GM6KG Fully Automatic | 0 | White | 6.0 Kg |
| Total | | | 76 | | |
| REFRIGERATOR | | | 0 | | |
| 1 | 50 LTR | ISSD-50DT | 1 | White | 50 LTR |
| 2 | 100 LTR | ISSD-100DT | 27 | White | 100 LTR |
| Total | | | 28 | | |
| AIR COOLER | | | 0 | | |
| 1 | 55 LTR | OZONETX 55 TOWER | 25 | White | 55 Ltr |
| 2 | 50 LTR | COLD WASH JX50 | 25 | White | 60 Ltr |
| 3 | 30 LTR | COLD WASH Jx30 | 31 | White | 40 Ltr |
| 4 | 70 LTR | DESSERT Cooler 7500 | 42 | Blue | 70 Ltr |
| Total | | | 123 | | |
| AIR COOLER SAMPLE | | | 0 | | |
| 1 | ALD - 4500 MOB SERIES | NA | 1 | NA | NA |
| 2 | ICM-ZT 65/H | NA | 1 | NA | NA |
| 3 | 45C AIR COOLER | NA | 1 | NA | NA |
| 4 | MOB. HOUSEHOLD AIR COOL | NA | 1 | NA | NA |
| 5 | AIR COOLER 7500 | NA | 1 | NA | NA |
| Total | | | 5 | | |
| VOLTAGE STABILIZER & COOLER PCB | | | 0 | | |
| 1 | AUTOMATIC VOLTAGE STABLIZER | NA | 6 | NA | NA |
| 2 | PCB FOR COOLER | NA | 77 | NA | NA |
| Total | | | 83 | | |
| GYSER STOCK REPORT | | | 0 | | |
| 1 | DURA ID15 20N1 | GEYSER 15 LTR | 16 | NA | NA |
| 2 | DURA ID25 20N1 | GEYSER 25 LTR | 1 | NA | NA |
| 3 | DURA ID35 20N1 | GEYSER 35 LTR | 3 | NA | NA |
| 4 | GRACE IG15 20YAI | GEYSER 15 LTR | 0 | NA | NA |
| 5 | ROYALE IR15 20EYCI | GEYSER 15 LTR | 25 | NA | NA |
| 6 | ROYALE IR25 20EYCI | GEYSER 25 LTR | 6 | NA | NA |
| Total | | | 51 | | |
| DUMMY | | | 0 | | |
| 1 | DURA ID15 20N1 | GEYSER 15 LTR Dummy | 2 | NA | NA |
| 2 | DURA ID25 20N1 | GEYSER 25 LTR Dummy | 14 | NA | NA |
| 3 | DURA ID35 20N1 | GEYSER 35 LTR Dummy | 0 | NA | NA |
| 4 | GRACE IG15 20YAI | GEYSER 15 LTR Dummy | 1 | NA | NA |
| 5 | GRACE IG25 20YAI | GEYSER 25 LTR Dummy | 1 | NA | NA |
| 6 | ROYALE IR15 20EYCI | GEYSER 15 LTR Dummy | 3 | NA | NA |

| | | | | | |
|-------------------|----------------------|---------------------|----------|----|----|
| 7 | ROYALE IR25 20EYCI | GEYSER 25 LTR Dummy | 13 | NA | NA |
| 8 | ELITE IE25 20YCI | GEYSER 25 LTR Dummy | 14 | NA | NA |
| | Note:- (Box Damage) | Total. | 48 | | |
| OLD GEYSER | | | 0 | | |
| 1 | BAJAJ ULTIMO 25 LTR | 25 LTR METAL BODY | 1 | NA | NA |
| 2 | BAJAJ EE 25 LTR | 25 LTR METAL BODY | 1 | NA | NA |
| 3 | HOT STAR 25 LTR | 25 LTR METAL BODY | 1 | NA | NA |
| 4 | HOT STAR 15 LTR | 15 LTR METAL BODY | 1 | NA | NA |
| 5 | BAJAJ MAJESTY 15 LTR | 15 LTR PLASTIC BODY | 2 | NA | NA |
| 6 | EE 15 LTR | 15 LTR METAL BODY | 2 | NA | NA |
| 7 | BAJAJ MAJESTY 10 LTR | 10 LTR PLASTIC BODY | 3 | NA | NA |
| 8 | EE 10 LTR | 10 LTR METAL BODY | 9 | NA | NA |
| 9 | BAJAJ MAJESTY 6 LTR | 6 LTR PLASTIC BODY | 1 | NA | NA |
| 10 | BAJAJ PLATNA 3 LTR | 3 LTR PLASTIC BODY | 1 | NA | NA |
| 11 | BAJAJ MAJESTY 1 LTR | 1 LTR PLASTIC BODY | 8 | NA | NA |
| | | Total | 30 | | |
| | | SUB TOTAL | 453 | | |

**Note: Sale consideration to be paid within 10 days of close of Auction Date and delivery will be given after receipt of full and final payment/ sale consideration.*

The auction is being conducted on “AS IS WHERE IS” & “AS IS WHAT IS” “WHATEVER THERE IS” AND “WITHOUT ANY RECOURSE BASIS”. Bidders are advised to conduct their own due diligence and satisfy themselves on the measurements/ quality etc of all the inventory, before participating in the auction. The RP will not be responsible for any short / excess.

*For the details of assets as mentioned above, please refer to the files uploaded on site right2vote.in

*For further details such as documents etc., prospective bidders can refer to detail annexure which is available at the site right2vote.in