

## **E-AUCTION PROCESS INFORMATION DOCUMENT**

**Invitation for bids for E-Auction for Sale of the Corporate Debtor M/s 9Planets Products Private Limited (In Liquidation) as a going concern under Regulations 32(e) read with regulation 32A and 33(1) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 on “As is where is” “As is what is” “Whatever there is” and “Without recourse basis”.**

### **Date of Public Announcement**

20<sup>th</sup> August, 2024

### **Date and Time of E-Auction**

20<sup>th</sup> September, 2024 from 11.00 p.m. to 03.00 p.m.

### **Issued by: Mr. Anil Kashi Drolia**

Liquidator

IBBI Reg. No: IBBI/IPA-001/IP-P00323/2020-21/13482

### **9PLANETS PRODUCTS PRIVATE**

**LIMITED CIN: U25200MH2012PTC227312**

(A company under liquidation process vide NCLT order dated 28<sup>th</sup> March, 2024)

Registered Office of the company: 38, Mittal Chambers, Nariman Point, Mumbai, Maharashtra  
400021

Email Id: [9planet.liquidation@gmail.com](mailto:9planet.liquidation@gmail.com)

*Mr. Anil Kashi Drolia is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI) and IBBI Registration Number: IBBI/IPA-001/IP-P02327/2020-21/13482. The Hon'ble National Company Law Tribunal (NCLT) has appointed Mr. Anil Kashi Drolia as the Liquidator of M/s. 9Planets Products Private Limited (In Liquidation) “Corporate Debtor” or “Company”, Mumbai Bench vide its order IA-06(MB)2024 In CP No. (IB) - 1120(MB)/2020 to manage, protect, sell and liquidate the properties, assets, business & other affairs of “9Planets Products Private Limited (In Liquidation)”.*

### **Address for Correspondence:**

**Address:** 302-304, Regent Chambers, Nariman Point, Mumbai - 400021

**Email Id:** [9planet.liquidation@gmail.com](mailto:9planet.liquidation@gmail.com)

## **NOTES:**

- 1. This E-Auction Process 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. As there is no functional website of 9Planets Products Private Limited (in liquidation), the timelines, notifications, updates and other details for the e-auction process are also available on the website <https://right2vote.in/eauction/> and/or IBBI website or can be obtained by a request email addressed to the Liquidator at 9planet.liquidation@gmail.com.**
- 4. The term “Sale of the Company as a going concern” wherever used in this document shall mean, Sale of the Company as a Going Concern basis in accordance with the provisions of IBC, Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations) and this E-auction Process Information Document, all as amended and applicable from time to time.**
- 5. Bidder(s) desirous to submit their Bids have to submit their Bids on E-auction Portal <https://right2vote.in/eauction/>.**

## DISCLAIMER

1. *This E-Auction Process Information Document ("this document") is issued by Mr. Anil Kashi Drolia, the Liquidator appointed by Hon'ble NCLT, Mumbai Bench, in the matter of 9Planets Products 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 9Planets Products Private Limited (In Liquidation) (the "Company" or "Corporate Debtor") by the prospective bidders through e-auction for participating in the process of Sale of Company on going concern basis in accordance with the provisions of this E-auction Process Information Document, IBC and Liquidation Process Regulations. This E-auction Process Information Document nor anything contained herein neither shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking or any commitment whatsoever. This E-Auction Process Information Document does not solicit any action based on the material contained herein.*
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 or any stock exchange in India or any other Jurisdiction. Nothing herein contained or materials relating to the E- auction Process Information Document should be construed as legal, financial, accounting, regulatory, tax or any other advice by the Liquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Document is claimed to be comprehensive. Independent due diligence by the intended user/recipient of this document or by the bidder is highly recommended.*
5. *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.*
6. *This E-Auction Process Document and information contained herein or disclosed later, should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this document, without prior written approval from the Liquidator. Distributing or taking/editing/dispatching/transmitting this document in certain foreign jurisdiction may be restricted by law, and persons in whose possession this document comes should inform themselves about, and observe, any such restrictions.*
7. *Neither the Liquidator, or his team, associates, consultants, affiliates, employees, representatives, managers etc. shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
8. *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/ meeting 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 intended manner of sale envisaged under this document and or obtaining consents, waiver from requisite regulatory & statutory approvals from the concerned regulators, third parties & governmental authorities in order to consummate the sale process as contemplated in the e- auction process information document.*
9. *By procuring this E-auction Process Information Documents, the interested bidders shall obtain access to the Data.*
10. *No Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-*

*Auction Process Information Document and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document, and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.*

- 11. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company, its promoters, personnel, advisors or its past employees, consultants, auditors etc. until the Liquidator gives his prior Written Permission. The confidential information shall be kept secret & confidential by the bidder(s) and shall be used solely in accordance with the terms of the confidentiality undertaking & provisions of IBC, 2016.*
- 12. The Company is proposed to be sold as a going concern on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis” and the proposed sale of the 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 assets of the Company.*
- 13. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid such as site visits etc.*
- 14. This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidder(s) or any other person. The objective of this E- Auction Process Information Document is to provide prospective bidders with information that may be useful to them in making their 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.*
- 15. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. This e-auction process information document may not be all inclusive and may not contain all of the information that the recipient may consider material for the purpose of submission of its bid. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.*
- 16. The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Liquidator, or any of his respective professional advisors, affiliates, or Representatives for showing any favour in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.*
- 17. Neither the information in this E-Auction Process Information Document nor any other written or oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.*

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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) for sale of 9Planets Products Private Limited (In Liquidation) (the “Company” or “Corporate Debtor”) as a going concern under the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC” or the “Code”) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations), all as amended and applicable from time to time.
2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this e-Auction Process Information Document and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail except for forfeit of EMD for non- payment of final consideration amount within the stipulated period from the LOI date.
3. The information contained in this E-Auction Process Information Document or subsequently provided to prospective Bidder(s), whether verbally or in documentary, electronically or any other form by or on behalf of the Liquidator, is provided to prospective Bidder(s) subject to the terms and conditions as set out in this E- Auction Process Information Document.
4. The Liquidator has no responsibility towards the authenticity of the trademark registration of the brand / name of the Company and/or in relation to the products or services of the Company. Interested Bidder(s) is / are advised to conduct their own legal due diligence towards continuing with the same name in the hands of the Successful Bidder. This E- Auction Process Information Document does not constitute advice and the Liquidator should not be held responsible for any sort of claim on use of such trademark/brand by any constitution / party (including related party (s)). The Liquidator hereby excludes any warranty, express or implied by any party on such trademark/brand. No responsibility is taken by the Liquidator regarding any implications on the future usage of such trademark/brand.
5. The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this E-Auction Process Information Document or, any action taken or omitted to be taken pursuant to this E-Auction Process Information Document. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document. Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion without obligation to notify any Person of such revision or changes.
6. The issuance of this E-Auction Process Document does not imply that the Liquidator is bound to select a bidder or to declare the preferred bidder as successful bidder for the acquisition of the company and the liquidator reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever, at its sole and absolute discretion.
7. Right2Vote Infotech Private Limited, B-406, Hill Side, Raheja Vihar, Chandivali, Mumbai 400072 (E-Auction Service Provider”) has been appointed as the E-Auction Service Provider. The Sale of the Company as a going concern 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).

8. All terms and conditions with respect to the sale of the Company as a going concern shall be governed in accordance with the provisions of IBC and Liquidation Process Regulations read with the directions issued by the Liquidator and the Hon'ble National Company Law Tribunal (NCLT) from time to time. As mandated, the Liquidator shall exercise all rights with respect to sale of the Company and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary to facilitate the Liquidator in conducting the sale of the Company.
9. 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.
10. Other details with respect to the e- auction are as follows:

<b>Type of Bid</b>	<b>E-Auction</b>
Seller	Mr. Anil Kashi Drolia, Liquidator of M/s 9Planets Products Private Limited (In Liquidation)
Website of E-Auction service provider	<a href="https://right2vote.in/eauction/">https://right2vote.in/eauction/</a>
E-Auction Service Provider	Right2Vote Infotech Pvt. Ltd, B-406, Hill Side, Raheja Vihar, Chadivali, Mumbai 400072
Annexures and Formats	Annexure I: Affidavit and Undertaking Annexure II: Bid Application Form Annexure III: Declaration by Bidder Annexure IV: Confidentiality Undertaking Annexure V: Terms and Conditions of E- Auction Sale Annexure VI: Description of Assets
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 or for non- receipt of any bid due to data loss etc.

## **B. KEY DEFINITIONS**

**“Adjudicating Authority” or “NCLT”** shall mean the Hon’ble Bench of the National Company Law Tribunal at Mumbai;

**“Affidavit and Undertaking”** shall mean the affidavit and undertaking provided by the Bidder substantially in form and manner as annexed in Annexure I hereto;

**“Applicable Laws”** shall mean, any or all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Process Regulations, Companies Act, 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;

**“Agency” or “Service Provider” or “Right2Vote Infotech Private Limited”** means Right2Vote Infotech Private Limited (<https://right2vote.in/eauction/>)

**“Bid”** means, any bid or offer along with other documents, submitted by the Bidder(s) as required in terms of the public advertisement and E-Auction Process Information Document issued by the liquidator and in accordance with the provisions of IBC read with the Liquidation Process Regulations and any other Applicable Laws as amended from time to time & the applicable laws;

**“Bidder(s)”** shall mean a Person or Persons as the case may be, who submitted a Bid as per the E-Auction Process Information Document; and shall include an Eligible Bidder or the Successful Bidder, as the case maybe, and as the context requires;

**“Bid Application Form”** shall mean the form as specified in Annexure II of this E- Auction Process Information Document;

**“Bid Declaration Form”** shall mean a declaration by the Bidders in form as specified in Annexure III of this E-Auction Process Information Document;

**“Company” or “Corporate Debtor” shall mean ‘9Planets Products Private Limited’** a company incorporated in India under the Companies Act of 1956, having its registered office at 38, Mittal Chambers, Nariman Point, Mumbai Maharashtra 400021

**“Confidential Information”** shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Company to any bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include(without limitation) the following types of information of a similar nature: any commercial and/ or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information related to price lists and pricing policies and any other information which the Company identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Liquidator or his representatives pursuant to the liquidation process or through the Confidentiality Undertaking;

**“Confidentiality Undertaking”** shall mean an undertaking as specified in Annexure IV herewith;

**“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;

**“Data Room”** shall mean the virtual data room maintained by the liquidator, created for the eligible bidders to access information in relation to the company;

**“E-Auction Process” or “E-Auction”** shall mean the electronic auction process for sale of the Company as a going concern conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E-Auction Process Information Document inviting Bid from the Bidders for consummating the sale of Company on a going concern basis in accordance with the provisions of IBC and Liquidation Process Regulations;

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

**“E-Auction Process Information Document” or “E-Auction Process Document”** means this document including all the annexures, information memorandum, data room, information, documents and 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 & liquidation process regulations shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

**“Eligible Bidder(s)”** shall mean a Bidder who fulfills the eligibility criteria listed out in the E- Auction Process Information Document to the satisfaction of the Liquidator;

**“Eligibility Criteria”** shall mean the legal criteria as specified in the Clause E of this E- Auction Process Information Document;

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

**“Liquidator”** means Mr. Anil Kashi Drolia, a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration is IBBI/IPA- 001/IP- P02327/2020-21/13482, appointed by Hon’ble NCLT, Mumbai Bench, vide order dated 28<sup>th</sup> March, 2024 (Order Received on 2<sup>nd</sup> April, 2024) to manage, protect, sell and liquidate the properties, assets, business and other affairs of “9Planets Products Private Ltd. (in Liquidation)”.

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

**“LOI”** shall mean the Letter of Intent to be issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the sale of Company on going concern basis, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations.

**“Person”** includes an individual, a Hindu undivided family, a limited company, a trust, a partnership firm, an association, a corporation, a body corporate, a limited liability partnership, bank or financial institution and any other entity established under a statute and also includes a person resident outside India;

**“Public Advertisement”** shall mean an advertisement dated 15<sup>th</sup> May, 2024 published in published on the website of the corporate debtor and/or in English language in an English newspaper and in the vernacular language, inviting bid from interested persons to participate in the liquidation process of the

Company in accordance with the provisions of IBC and Liquidation Process Regulations.

**“Representatives”** shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorized by such Person pursuant to the corporate authorizations, powers of attorney, or contract;

**“Reserve Price”** shall mean the minimum price at which a bid will be accepted on the auction portal from a participating eligible bidder;

**“Seller”** shall mean Mr. Anil Kashi Drolia acting as liquidator of the company appointed by Hon’ble NCLT, Mumbai.

**“Site”** shall mean the location of all the moveable properties belonging to the Company including stocks & assets owned or leased or belonging to the Company, for the purposes of conducting business;

**“Site Visit”** shall mean a visit to the Site where the moveable properties are kept from time to time;

**“Successful Bidder” or “Successful E-Auction Process Participant” or “Successful E- Auction Process Applicant”** means, the bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase as per the provision of this E-Auction Process Information Document, provisions of IBC and the Liquidation Process Regulations.

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

### **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 Hon'ble NCLT, Mumbai bench dated 28th March, 2024 (Order Received on 2<sup>nd</sup> April, 2024) and the Liquidation has commenced with effect from 28th March, 2024.
2. It is the endeavor of the Liquidator to sell the Company as a going concern, comprising the liquidation estate of the Company in the manner specified under Regulation 32(e) read with Regulation 32A and 33(1) 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.
3. The E-Auction would be conducted in the manner specified in the Schedule, 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 and other Applicable Laws.

## **D. OVERVIEW OF THE COMPANY BRIEF BACKGROUND**

9Planets Products Private Limited, (“the Corporate Debtor” or “the Company”) is a company registered under the Companies Act, 1956, incorporated in the year 2012 with its registered office 38, Mittal Chambers, Nariman Point, Mumbai Maharashtra 400021 with corporate identification number U25200MH2012PTC227312 (the “Company”).

Corporate Debars was a leading manufacturer of PVC sheets, rigid PVC foam boards, and coextruded sheets. With state-of-the-art technology, their products are widely used in outdoor mass media marketing indication panels, sign and name boards, exhibition stands, and more. Emphasizing eco-friendliness, their offerings provide a sustainable alternative to wood.

9Planets Products Private Limited was in business of Manufacturing office interiors, Office Interior & PVC Modular Kitchen. The Company established the manufacturing facility producing high-quality Rigid PVC sheets & foamed PVC sheets of various thicknesses. These foamed PVC sheets, available in different colors, sizes, and thicknesses, are lightweight, rigid, waterproof, and flame retardant. The facility catered to both domestic and international markets.

The factories of the Corporate Debtor are located at Plot No. I-20, Khed City DTA, Khed (Rajgurunagar), District Pune. The Corporate Debtor enjoys a strategic advantage with its location Spanning 11,327 Sq. Mtrs, the land is sub-leased for 90 years by Khed Economic Infrastructure Pvt. Ltd., a joint venture between MIDC and Bharat Forge Limited. Being a multi-product SEZ & DTA, we benefit from incentives, tax advantages, and streamlined customs procedures for domestic and international trade. The well-established infrastructure, including reliable power, water, and transportation facilities, ensures smooth operations and cost-effectiveness.

### **Installed Capacity:**

- 150 Metric Ton (minimum) per month for each of the two lines for the product PVC sheets (Foam Board) production range 1 mm to 30 mm (thickness).
- Line 1 is a calender line with thickness of 1 mm to 10 mm
- Line 2 is a celluka line with thickness of 6 mm to 30 mm

## **E. ELIGIBILITY**

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase the Corporate Debtor as a going concern 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 29A of the IBC states that a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person —

- a) is an undischarged insolvent;
- b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c) at the time of submission of the bid has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor

Provided that the person shall be eligible to submit a 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 form.

Provided further that nothing in this clause shall apply to a bidder where such bidder is a financial entity and is not a related party to the corporate debtor;

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

Explanation II - For the purposes of this clause, where a bidder 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 bidder 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 for two years or more under any Act specified under the Twelfth Schedule; or 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;

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

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

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

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the bidder 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 bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- h) has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

- i) has been 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

- a) Any person who is the promoter or in the management or control of the - auction

process applicant; or

- b) 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
- c) The holding company, subsidiary company, associate company or related party of person referred to in clauses (i) and (ii)

Provided that nothing in clause (iii) of *Explanation I* 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, 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.

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

- a) The auction shall be conducted through the process of an E-auction facilitated by the Liquidator. The Liquidator/ E-Auction Service Provider shall inform the Bidders *via* email of the procedure for obtaining access to the Platform for the purposes of submitting necessary forms and documents thereat and making bids thereon.
- b) Each intending bidder shall, pursuant to gaining access to the Platform, provide such details as may be required by the E-Auction Service Provider.
- c) The Prospective Bidder(s) is required to submit BID along with the following documents within 15 days of date of public advertisement of e-auction to the Liquidator hard copy duly notarized:
  - i) KYC documents as given below
  - ii) Authorization to the Signatory (in case the bidder is a legal entity).
  - iii) Latest CIBIL reports of the applicant and its directors/promoters.
  - iv) Affidavit and undertaking in specified format as per Annexure -I
  - v) Bid Application Form – Annexure –II
  - vi) Bid Declaration Form – Annexure III
  - vii) Confidentiality undertaking in specified format as per Annexure-IV.

d) KYC Documents to be Submitted:

- i) Individual Bidders or Bidders in the nature of Hindu undivided families(“HUFs”) would be required to submit the following:
  - a) Copy of the valid passport or voter’s ID or valid driving license or Aadhar card or photo identity card issued by Govt./ PSU; and
  - b) Copy of the permanent account number (“PAN”) card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred only) duly notarized in lieu of the PAN card shall be submitted.

It is clarified that in the case of an HUF, the Karta of the HUF would have to submit his own passport/ voter ID/ driving license/ Aadhar card/photo identity card issued by Govt. / PSU. Non-Resident Indian(s) would be required to submit the following documents:

- c) Their passport and residence visa copies duly attested by foreign offices or notary public or the Indian embassy; and
  - d) A copy of the PAN card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred only) duly notarized in lieu of the PAN card shall be submitted.
- ii) Proprietary concerns shall submit the following documents evidencing the identity and address proof of the proprietor and proprietorship concern. The proprietor should also provide a copy of the permanent account number(“PAN”) card and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs.100 (Rupees One Hundred only) in lieu of the PAN card shall be submitted. The proprietor



should also provide a copy of GST registration certificate.

- iii) Partnership firms and limited liability partnerships shall be required to submit following documents providing the identity and address proof of the partnership or limited liability partnership, as applicable, any 2 (two) documents evidencing the identity and address proof of the partner authorized to act on behalf of the partnership or limited liability partnership, as the case may be, and the following documents:
  - a) Registration certificate or incorporation certificate, if any, as applicable;
  - b) Partnership deed or limited liability partnership agreement, as applicable;
  - c) An officially valid document in respect of the person holding a power of attorney to transact on behalf of the partnership or copy of the resolution passed by the partners of the limited liability partnership or other valid document evidencing authority of the designated partner to transact on behalf of the limited liability partnership; and
  - d) Copy of the permanent account number (“PAN”) card of the partnership firm/ limited liability partnership and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a non-judicial stamp paper of Rs.100 (Rupees One Hundred only) duly notarized in lieu of the PAN card shall be submitted.
  - e) Copy of GST registration certificate if applicable.
- iv) Companies shall be required to submit following documents evidencing the identity and address proof of the company and the following documents:
  - a) Certificate of incorporation;
  - b) A resolution from the shareholders/ Board of Directors granted to its managers, officers or employees to transact on its behalf with respect to the matters contemplated herein; and
  - c) Copy of the permanent account number (“PAN”) card of the company and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 100(Rupees One Hundred only) in lieu of the PAN card shall be submitted.
  - d) Copy of GST registration certificate if applicable.

It is clarified that no power of attorney would be accepted, and the person authorized to act on behalf of a company must be so authorized only by means of a resolution of the board or shareholders of the company.

- e) Confidentiality Undertaking (ANNEXURE –IV):

All information about the Corporate Debtor furnished to the prospective Bidder pursuant to the terms hereof shall be governed by the provisions of the Confidentiality Undertaking/Non-Disclosure Agreement –Annexure-IV. The said undertaking/agreement in specified format (**Annexure-IV**) shall be submitted by the Prospective Bidder along with the Bid.

## **G. ADDITIONAL DOCUMENTS REQUIRED TO BE SUBMITTED BY ELIGIBLE BIDDER ALONG WITH EMD**

Upon submitting the relevant documents in accordance with clause F above, the prospective bidder will be required to make payment of EMD in accordance with clause K. Thereafter, the prospective bidder(s) is also required to fill-up the bid form/physical bid form as per format prescribed in **Annexure II** and take a print out of the filled form, sign and stamp the same and thereafter submit/upload it on the platform along with duly signed and stamped declaration as per format prescribed in **Annexure III**, on or before the last

date and time given notice of sale/e auction Process Document. The bid form should be dully filled in and complete with all the relevant details. Please note that the bidder(s) will gain access to documentation, additional information required for due diligence, site visits only after due submission of the required documents as per Clause F. Further, it should be noted that at any stage of the E- Auction process, the liquidator may ask for any documents from the prospective bidder(s) to evaluate their eligibility and capability. The liquidator, at his discretion may disqualify the prospective bidder(s) for non-submission of the requested documents or any other reason. The liquidator shall (i) verify the details mentioned in the bid form based on the documents submitted/uploaded and (ii) ascertain submission of the EMD and also the adherence of timelines specified in this document. Pursuant to such verification, the bidder will be notified to participate in the e-auction for the property (ies)/asset(s) and such bidder shall herein after be referred to as “Eligible Bidder”.

## **H. PHYSICAL VERIFICATION AND SITE VISIT**

The Prospective Bidder is expected to make its own arrangements including accommodation for the Site Visit, which will be at Pune City. All costs and expenses incurred in relation to such Site Visit shall be borne by the Prospective Bidder. The Prospective Bidder may intimate its preferred date for purpose of the Site Visit to the Liquidator via email to [9planet.liquidation@gmail.com](mailto:9planet.liquidation@gmail.com) reasonably in advance. The purpose of the Site Visit shall be to facilitate the Prospective Bidder to ascertain the current status of the Corporate Debtor including the site conditions, location, surroundings, climate, availability of power, water and other utilities for operations, access to site, handling and storage of materials, etc. provided that such Site Visit shall not be utilized for discussions regarding the terms of the bid. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Bidder.

## **I. DUE DILIGENCE**

The Prospective Bidder may carry out its own comprehensive due diligence in respect of the corporate debtor and shall be deemed to have full knowledge of the condition of the corporate debtor, assets, relevant documents, information, etc. whether or not the Prospective Bidder actually inspects or participates in the Site Visit or verifies the documentation provided by the liquidator.

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidder(s). The information and documents shall be provided by the Liquidator in good faith but without any obligation for their completeness, accuracy and legality. The Company is proposed to be sold on going concern basis in accordance with the provision of IBC and Liquidation Process regulations on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of the Company as a going concern does not entail transfer of any title, except the title which the Company has on its assets as on date of transfer. All local taxes / maintenance fee / electricity / water charges/ stamp duty/any statutory or other dues etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the E-Auction Process Applicant on its own and would be borne by the Successful Bidder.

## **J. ASSETS TO BE AUCTIONED AND RESERVE PRICE/EMD & INCREMENTAL BID**

The Liquidator proposes sale of the Company as a going concern on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis”.

The sale of the Company as a going concern shall result in transfer of ownership and control over the Company including the entire available assets of the Company as described in this Process Information Document in favor of the Successful Bidder. The cut-off date for the purposes of determination of all assets and liabilities of the Company shall be the liquidation commencement date i.e., 28<sup>th</sup> March, 2024.

### **Particulars of E-Auction:**

Asset/Location	Reserve Price	Earnest Money Deposit	(Amount Rs.)
			Incremental Bid
Lot 1: Sale of Corporate Debtor as going concern along with all its assets including the Securities & Financial Assets (Excluding cash/ Bank balance and Fixed Deposit, if any).	Rs. 4.62 Crores	Rs. 46.2 Lakhs	Rs. 5 Lakhs

It is to be noted that the bidder(s) cannot place a bid at a value below the reserve price. Further, the bidder(s) can increase their bid by a minimum incremental amount of Rs. 5 lakh or in multiples of this amount.

### **Particulars of Assets:**

Sale of Corporate Debtor as a going concern comprising of stock available with the company and Other Assets as briefly described in **Annexure VI**. The relevant details about the stock & assets will be made available on request to be made to the Liquidator by email at [9planet.liquidation@gmail.com](mailto:9planet.liquidation@gmail.com).

## **K. EARNEST MONEY DEPOSIT (EMD)**

All the E-Auction Process Applicants shall provide, along with or prior to submission of their bid application form, an amount of Rs. 46,20,000 /- (Rupees Forty Six Lakhs Twenty Thousands only) as earnest money by remittance of funds in the bank account of company as per details given below or by way of Demand Draft in favor of the Beneficiary, i.e., **9Planets Products Private Limited (IN LIQUIDATION)** as provided in this E-Auction Process Document.

- a) The Earnest Money Deposit, would not be bearing any interest and has to be paid by the Bidder along with the bid form before 6 p.m. on 18<sup>th</sup> September, 2024.
- b) The details of any remittances in this regard shall be entered in the bid 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 or its associate, as the case may be in compliance of conditions as mentioned above.
- c) Bidder shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.

All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at [9planet.liquidation@gmail.com](mailto:9planet.liquidation@gmail.com) on immediate basis. It should be noted that no interest will be paid to the E-auction process applicant in relation to any Earnest Money amount.

### **Forfeiture of Earnest Money Deposit of the E- Auction Process Applicant / Bidder**

The Earnest Money Deposit, paid by bank transfer or demand draft may 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 Document by the Bidder or in case Bidder is found to have made any mis- representation; 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 does not accept the Letter of Intent issued by the Liquidator.
- d) 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 and subject to discretion of liquidator, the Earnest Money may 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, who is not classified as Successful Bidder shall be returned (without interest) as per timelines provided in Clause P.

### **Issuance of Letter of Intent and Transaction Documents**

The Successful Bidder, within a period of 2 days from issuance of Letter of Intent (LOI) by the Liquidator, shall be required to accept a letter of intent (LOI), the terms of which shall be binding on him. A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued/ executed between the Successful Bidder and the Company upon receipt of the entire sale consideration and acceptance of the LOI.

### **Default by Successful Bidder and its Results**

In the event of the Successful Bidder withdrawing his E-Auction Application or fails to comply with terms & conditions, the Beneficiary shall have the right to forfeit the Earnest Money deposited by the Successful Bidder.

## **L. DECLARATION OF SUCCESSFUL BIDDER AND COMPLETION OF SALE**

1. The Liquidator at the end of the E-Auction phase, shall declare the Successful Bidder for the Company. The Successful Bidder shall be determined on the basis of highest bid received for the Company to be sold as a going concern 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 offering maximum value for the auctioned Company as a going concern. This right of selecting and declaring the Successful Bidder (s) shall solely rest with the Liquidator at all times. In case of any default of any terms & conditions of E-auction process including default in payment by the Successful Bidder, the liquidator may declare the next highest bidder as the Successful Bidder or put to re-auction.
2. In case of stay of proceedings by the competent authority, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
3. The sale of the Company Debtor as a going concern shall result in transfer of ownership and control over the Corporate Debtor including the entire available assets and stock of the Company as described in this Sale Process Memorandum in favour of the Successful Bidder. The cut-off date for the purposes of determination of all assets and liabilities of the Company shall be the Liquidation Commencement Date i.e., 28th March, 2024.

4. The Successful Bidder shall be required to provide balance sale consideration within 30 (Thirty) days of the date of issuance of the LOI as under: -
  - a) 25% within 3 days of the issuance of LOI (after deducting the EMD).
  - b) Balance 75% within 30 days of the LOI.

However, in terms of Clause 12 of Schedule 1 of the liquidation Regulations any payment after 30 days from the date of demand shall attract interest @ 12% and the transaction has to be completed within 90 days. Where the Successful Bidder has provided Earnest Money Deposit by way of remittance through NEFT/RTGS to the bank account of the Company or Demand draft, the balance sale consideration shall be an amount equal to the bid sum reduced by the Earnest Money Deposit already paid (plus any applicable GST, if any). Where the Successful Bidder has provided Earnest Money Deposit by way of Bank Guarantee, the balance sale consideration shall be an amount equal to 100% of the bid sum (plus any applicable GST, if any).

5. On payment of the full amount of sale consideration and any applicable GST (if any) and further subject to extinguishment of existing shares in the Company and issue of fresh shares in favour of the Successful Bidder, the transfer of the Corporate Debtor as a going concern shall stand completed, and the Liquidator shall execute relevant certificates/ documents in this regard and the ownership and control of the Company shall stand transferred in favour of the Successful Bidder. Relevant documents/ certificates evidencing transfer of the Corporate Debtor as a going concern in favour of the Successful Bidder will be issued and/or will be executed in the name of the Successful Bidder only and will not be issued in any other name(s). It is expressly stipulated that there are no implied obligations on the part of the Liquidator to do all acts, things, and deeds whatsoever for the completion of the sale. The liquidator shall file an appropriate application before the hon'ble NCLT to apprise it of the sale and to transfer the corporate debtor as a going concern in favour of the successful bidder.
6. All known or unknown, claimed or unclaimed, disclosed or undisclosed liabilities/ obligations/ risk as on the Liquidation Commencement Date including prior claims of all creditors whether secured unsecured, workers, employees, statutory authorities on account of Income Tax, Sales Tax, GST, Service Tax, DGFT, Excise, Customs etc. shareholders on account of transactions prior to the Liquidation Commencement Date shall be extinguished  
/ waived / infructuous once the distribution of the purchase consideration / bid amount is made by the Liquidator, as per the provisions of the code and regulations thereof and specifically as per Section 53 of The Insolvency and Bankruptcy Code, 2016 as full and final settlement of their dues. The Liquidator shall be in no event be responsible for any liabilities  
/ obligation / risks pertaining to the period prior to the Liquidation Commencement Date, and the same shall be dealt with, as per the provisions of law and directions of the NCLT or any higher authority thereof.
7. For any specific relief/waiver, the Successful Bidder may approach to the Adjudicating

Authority.

8. The transfer of ownership and control of the Company shall take place by way of writing off/extinguishment of the entire existing shareholding of the Company and issuance of fresh equity shares to the Successful Bidder. The shares shall be issued only in the name of the Successful Bidder and its nominees who are 'eligible' in terms of section 29A of IBC and will not be issued in any other name. The Successful Bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty /transfer charges, registration expenses, fees, etc., for acquisition of ownership/ control over the Company.
9. The sale of the Company as a going concern shall be subject to conditions prescribed under the IBC and provisions and regulations thereunder.
10. Default in payment of balance sale consideration, as the case may be towards acquisition of the Company as a going concern and any applicable GST, if any, by the Successful Bidder will result in disqualification of the Successful Bidder, including forfeiture of Earnest Money Deposit.
11. The Successful Bidder(s) shall deposit the balance sale consideration within 30 (Thirty) days from the date of such demand. Payments after 30 (thirty) days shall attract interest at the rate of 12% per annum. However, in terms of Clause 12 of Schedule 1 of the liquidation Regulations any payment after 30 days from the date of demand shall attract interest @12% p.a. and the transaction have to be completed within 90 days. The sale of the Company as a going concern to the Successful Bidder shall be cancelled if balance sale consideration, is not received within 90 (ninety) days.
12. The EMD of unsuccessful bidders shall be refunded within 7 Working Days from the date of announcement of successful bidder. The EMD shall not bear any interest in any circumstances.

## **M. 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 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 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 18 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 or associate 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 Bidder(s).

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.



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

The e 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/transfer charges) on sale of assets would be borne by the Successful Bidder, wherever applicable.

- (i) The sale/transfer of company may attract stamp duty, registration charges etc. as per relevant laws.
- (ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of asset (s)/property (ies) in his / her/its name.
- (iii) The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, maintenance, utility bills etc. owed by company to anybody in respect of the asset(s)/Property(ies), if at all payable, shall be the sole responsibility of Successful Bidder.
- (iv) Successful bidder has to bear the cess or other applicable tax i.e., Goods and Service Tax (GST), TDS, TCS etc.
- (v) The Successful Bidder will bear all expenses for removal of asset(s), delivery including loading, unloading, transport, weightment, labour, manpower charges etc.
- (vi) The Successful Bidder will be responsible for any damage to assets/properties of the company during the process of removal, delivery of asset(s) and will make good the cost of damage to the company. The amount of damage decided by the liquidator will be final.

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 over and above the bid amount.

The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or

statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

It is expressly stipulated that there are no implied obligations on the part of the Liquidator and it shall be solely the obligation of the Successful bidder, at his cost, to do all acts, things and deeds whatsoever for the completion of the sale. The entire responsibility for completion of all procedures, formalities, compliances, approvals, etc. required for completion of the sale shall be that of the Successful bidder.

#### **O. GOVERNING LAW AND JURISDICTION**

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

## P. TIME TABLE

S. No.	EVENT	Timeline
1	Public Advertisement of E-auction	20 <sup>th</sup> August, 2024
2	Opening of Auction Portal and this E-Auction Process Information Document made available on websites as per terms and Conditions	20 <sup>th</sup> August, 2024
3	Documents submission, bid documents KYC, Confidentiality Undertakings	4 <sup>th</sup> September, 2024 on or before 06.00 p.m.
4	Declaration of Qualified bidder	6 <sup>th</sup> September, 2024 on or before 06.00 P.M.
5	Inspection of assets under auction	6 <sup>th</sup> September, 2024 till 13 <sup>th</sup> September, 2024
6	Submission of Earnest Money Deposit	18 <sup>th</sup> September, 2024 on or before 06.00 PM
7	E – Auction	20 <sup>th</sup> September, 2024 at 11.00 A.M. to 03.00 p.m.
8	Announcement of successful bidder and issue of Letter of Intent	23 <sup>rd</sup> September, 2024
9	Acceptance of Letter of Intent by the Successful bidder	24 <sup>th</sup> September, 2024
10	Return of EMD to Unsuccessful bidder(s)	Latest by 30 <sup>th</sup> September, 2024
11	Payment of balance consideration by successful bidder	<p>Within 30 days of the date of issuance of LOI: -</p> <p>a. 25% within 3 days of the issuance of LOI (After, deducting the EMD).</p> <p>b. Balance 75% within 30 days of the LOI.</p> <p>Payments made after thirty days shall attract interest at the rate of 12% p.a.</p> <p>The sale shall be cancelled if the payment is not received within ninety days from the date of demand.</p>

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

In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit/encash / invoke EMD and / or bank guarantee.

## Q. TERMS AND CONDITIONS OF E-AUCTION

In addition, following terms and conditions apply:

- a. 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 Right2Vote Infotech Private Limited, at the web portal via <https://right2vote.in/eauction/> E-Auction Process document containing E- Auction bid form, Declaration by bidder, General terms and conditions of online auction sales are available on website via <https://right2vote.in/eauction>. Interested bidder(s) can register, bid and receive confirmation of their bid by electronic means. The requisition of additional information, if any, be sent to E-mail Id: [admin@right2vote.in](mailto:admin@right2vote.in) with the identity of the Applicant.
- b. Any asset lying at any premises/property of the company and not part of Liquidation Estate shall not be covered in any Block under this document and will not be available for sale/transfer.
- c. The Prospective Bidder(s) should make their own independent inquiries regarding the encumbrances, title of assets 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/asset is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.
- d. The Information in respect of the property/asset has been stated to the best of knowledge of the Liquidator, however, he shall not be responsible for any error, misstatement or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to the Asset nor does he provide any guarantee or warranty as to the ownership of property/asset or the conditions of the asset or its quality for any specific purpose or use.
- e. The Prospective Bidder(s) should submit the evidence for Earnest Money Deposit (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/Aadhar Card/MOA & AOA 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 Liquidator by **18<sup>th</sup> September, 2024 latest by 06.00 p.m.** Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator.
- f. Name of Eligible Bidder(s) will be identified and conveyed by Liquidator to participate in online e-auction on the portal <https://right2vote.in/eauction/> Agency will provide User ID & Password to the Bidder(s) after due verification of KYC of the Bidder(s).
- g. It is the responsibility of the interested bidder(s) to inspect and satisfy themselves about the property/asset before submission of the bid.
- h. 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.
- i. The E-Auction / bidding of the company as a going concern for “9Planets Products Private Limited (In Liquidation)” would be conducted exactly on the schedule Date & Time as mentioned by way of inter-se

bidding amongst the bidders. The bidder may improve their bid by a minimum incremental amount of Rs. 1 lakh. 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.

- j. The EMD of unsuccessful bidder(s) shall be refunded within the timelines as mentioned in clause P. The EMD shall not bear any interest in any circumstances.
- k. In case of the Successful Bidder(s), the EMD (whether in the form of a Demand Draft or a Bank Guarantee) may be banked or invoked.
- l. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder shall have to deposit the balance sale consideration within 30 days of such demand. The payments made after thirty days shall attract interest at the rate of 12% p.a. The sale shall be cancelled if the payment is not received within ninety days and forfeiture of amount already paid and the property/asset may be offered to second highest bidder or put to re-auction and the defaulting bidder shall have no claim / right in respect of property / asset/ amount, whatsoever.
- m. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty, transfer charges, registration charges, fees, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates, assessment charges, fees, maintenance, utility bills etc. owing to anybody, if at all payable.
- n. 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 any property/asset or portion thereof from the auction proceedings at any stage without assigning any reason therefore.
- o. The sale certificate and / or conveyance document and/or sale deed and/or transfer documents and/or Lease deed etc. will be issued and such relevant document as applicable will be 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).
- p. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
- q. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

Sd/-

Anil Kashi Drolia

Reg. No: IBBI/IPA-001/IP/P-02327/2020-21/13482

Liquidator- 9Planets Products Private Limited (In Liquidation)

Registered Address: B - 906, Park Side 1, Raheja Estate, Kulupwadi, Borivali-East, Mumbai 400 066.

Registered E-mail Id: [anildrolia.ip@gmail.com](mailto:anildrolia.ip@gmail.com)

Date: 29<sup>th</sup> August, 2024

Place: Mumbai

**AFFIDAVIT AND UNDERTAKING**

*[To be notarized and stamped with adequate value as per the stamp laws prevailing in the Indian state of execution of this Affidavit]*

Date:

To,

**Mr. Anil Kashi Drolia,**

**Liquidator-** 9Planets Products Private Limited (In Liquidation)

Address for correspondence at: 302-304, Regent Chambers, Nariman Point, Mumbai-400021

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

Dear Sir,

A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as amended:

I have understood the provisions of section 29A of the Code. I confirm that neither **[insert name of bidder]** nor any person acting jointly with **[insert name of bidder]** or any person who is a promoter or in the management or control of **[insert name of bidder]** or any person acting jointly with **[insert name of bidder]**:

- (i) is an un-discharged insolvent;
- (ii) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- (iii) at the time of submission of the bid has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a 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 form.

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;

- (iv) has been convicted for any offence punishable with imprisonment for two years or more under any Act specified under the Twelfth Schedule; or for seven years or more under any law for the time being in force; Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment: Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I;
- (v) is disqualified to act as a director under the Companies Act, 2013; Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
- (vi) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (vii) has been a promoter or in the management 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 bidder 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 bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;
- (viii) has executed an enforceable 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;
- (ix) has been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- (x) has a connected person not eligible under clauses (a) to (i) of Sec 29A.

I therefore, confirm that **[insert name of bidder]** is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as amended to submit its Bid for 9Planets Products Private Limited (In Liquidation).

- B. I undertake on behalf of **[insert name of bidder]**, 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 [insert name of bidder] 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 [ insert name of bidder] 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 9Planets Products 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 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)



**BID APPLICATION FORM**

Date:

To,

**Mr. Anil Kashi Drolia,****Liquidator - 9Planets Products Private Limited (In Liquidation)**

Address for correspondence at: 302-304, Regent Chambers, Nariman Point, Mumbai-400021 Dear Sir,

I am desirous of participating in the E- Auction announced by you in the newspaper Publication dated \_\_\_ in  
 \_\_\_\_\_(Name of the Newspapers):

**Details of Corporate Debtor**

Name of Corporate Debtor	9Planets Products Private Limited
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**Details of Bidder**

Name of the Bidder		
Constitution of Bidder		
Contact No.		
E-mail ID		
PAN No.		
Address		

**Details of Earnest Money:**

Description of Asset	
Reserve price	
Earnest Money deposited	
Mode of Earnest Money Payment	
Payer's bank and account Number	

**Bank details of Bidder (for refund of Earnest Money as may be applicable):**

Name	
Account Number	
Bank Name	
Branch	
IFSC Code	

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.

I/We/M/s. \_\_\_\_\_ hereby declare that we have inspected the assets and properties and ascertained the quality and quantity, etc. and gone through and have understood the Terms & Conditions of sale and shall be abided by the same.

Signature  
: (Seal in case of Company / Firm)

**Declaration by Bidder**  
(To be notarized)

To,  
**Mr. Anil Kashi Drolia,**

**Liquidator- 9Planets Products Private Limited (In Liquidation)**  
Address for correspondence at: 302-304, Regent Chambers, Nariman Point, Mumbai-400021

Dear Sir,

1. I/We, (*insert name and address of the Interested Bidder*) afore said do hereby state that, I/We have read the entire terms and conditions for the sale of the Company as a going concern 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 bid form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("Liquidator") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies)/asset(s) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the bid 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 also agree that in the eventuality of forfeiture of the amount by the Liquidator, I/We shall neither have claim on the Assets for which my/our bid was approved nor on any part of the sum for which it may be subsequently sold.

6. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies) /asset(s). I /We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.
7. I / We confirm that our participation in the e-auction process, submission of bid or acquisition of the property (ies) /asset(s) pursuant to the provisions of the E-Auction Process 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 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.
8. 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.
9. I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal and property (ies)/asset(s)being offered for sale.
10. I/We confirm that the Seller/liquidator/ company and their employees, associates, consultants etc. 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.
11. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with STAMP)

Name:

Addre

ss:

Email

:

Mobil

e:

**CONFIDENTIALITY UNDERTAKING**

(on stamp paper of Rs.100)

This Confidentiality Undertaking has been signed by (**Name of potential Bidders**) having its office at\_\_\_acting through Mr. (**Name of person authorized by potential Bidder(s)**), the authorized signatory/authorized representative (“**Bidder**”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of **Mr. Anil Kashi Drolia**, Liquidator of **9Planets Products Private Limited** (In Liquidation).

WHEREAS M/s. **9Planets Products Private Limited** (In Liquidation), a company registered under Companies, Act, 1956, (hereafter referred as the “**Company**”) is undergoing liquidation vide NCLT Mumbai Bench (“**NCLT**”) order dated 28th March, 2024. **Mr. Anil Kashi Drolia**, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/PA-001/IP/P-02327/2020-21/13482 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of M/s **9Planets Products Private Limited** (In Liquidation) (“**Liquidator**”).

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

WHEREAS the Liquidator is required to share certain data, documents in relation to the Company for facilitating the prospective Bidder(s) in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the office of the liquidator and during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under IBC and Liquidation Process Regulations.

**THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:**

1. The Bidder(s) shall not divulge any part of the information shared by the Liquidator or access of relevant information to be collected from the office of Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.
2. The Bidder (s) further unconditionally and irrevocably undertake and declare that:
  - a) the Confidential Information shall be kept secret and confidential by the Bidder(s) and shall be used solely in accordance with the terms of the IBC;
  - b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
  - c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
  - d) the Bidder (s) shall protect any intellectual property of the Company which it may have access to;

- e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
  - f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
  - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the Company as provided under E- Auction Process Information Document and the Liquidation Process Regulations;
  - h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received from the office of the Liquidator and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and
  - i) the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.
3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- a) information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or
  - b) information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
  - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).
4. The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E- Auction Process Information Document/ other relevant information of the corporate debtor collected from the office of the Liquidator. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.
5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party

may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.

7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Mumbai Bench shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document.

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

Signed on behalf  
of (Name of  
Bidder(s)) by Mr.\_\_\_\_

(Name and Designation)  
Authorised Signatory

Date:

Place:

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

**Technical Terms & Conditions of e-auction sale**

In addition, following terms and conditions apply:

1. Intending bidder(s) shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider.
2. Intending bidder(s) have to register with the e-auction service provider.
3. Only upon verification of the Bid Form and confirmation of remittance of EMD, the Eligible Bidder(s) will be declared and thereafter, permitted to access the Platform forbidding for a particular Property/asset.
4. The Bidder(s) 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, Bidder(s) are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidder(s) 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. Bidder(s) 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 duly authorized to sign the same.
8. All the aforementioned documents are required to be submitted/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 Bidder(s). 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, a message shall be 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. Bidder(s) 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.



**DESCRIPTION OF ASSETS**  
**List of Plant and Machinery**

**Annexure VI**

Sr.No.	Description of Machinery	Year of Manufacturing & Make	Sr.No.	Description of Machinery	Year of Manufacturing & Make
A	<b>A. Imported Machinery</b>			<b>Indigenous Machinery cont.</b>	
1	<b>PVC Board Extrusion Line -1</b>	2013 - China	35	Power Controller	2013
2	<b>Adaptors for PVC Board Ext. Line</b>	2013 - China	36	Pump M.O.C.	2013
	Adaptors for PVC Board Ext. Line	2013 - China	37	Softner Plant	2013
	Adaptors for PVC Board Ext. Line	2013 - China	38	Switchgears Components	2013
	Adaptors for PVC Board Ext. Line	2013 - China	39	TEFC SQ Cage Motor	2013
3	<b>3 Layer Feedback (Line-1)</b>	2013 - China	40	Temperature Controller Model	2013
4	<b>Conveyor Table for PVC Board - Line 1</b>	2013 - China	41	Temperature I R Gun	2013
5	<b>Process Roll for Line 1 Consisting of:</b>		42	Temperature Transducer	2013
	Process Roll for PVC Board	2013 - China	43	Texmo Motor	2013
	Two Roller After Calibrator for PVC Board	2013 - China	44	Variable Frequency Drives	2013
6	<b>Mixer Unit: SBL-500/1000 (Line 1)</b>	2013 - China	45	Water Chiller Plant	2013
7	<b>Mixer Blade:</b>		46	Weighing Machine	2013
	Cold Mixer Blade (Line 1)	2013 - China	47	Lifting System	2013
	Hot Mixer Blade (Line 1)	2013 - China	48	Monoblokck Pump	2014
8	Crusher SWP800 (Line-1)	2013 - China	49	M. S. Sprocket	2014
9	Pulveriser: with Feeding Machine (Line-1)	2013 - China	50	TEFC SQ Cage Motor	2013
10	Stacker: for PVC Board Extrusion Line-1	2013 - China	51	Timing Pulley	2014
11	Plugs: (Model: 35A.T.787 220V-600V)	2013 - China	52	Water Chiller Plant	2014
12	PVC Board Extrusion Line -2	2013 - China	53	Cercular Saw with 3HP/3 Phase Motor	2014
13	3 Layer Feedback - Line -2	2013 - China	54	Forbes Pro Wet and Dry Vacuum Cleaner	2014
14	Conveyor Table for PVC Board Extn - Line 2	2013 - China	55	Hydraulic Mast Lifter	2014
15	Crusher: SWP800 - Line - 2	2013 - China	56	Magnetic Drill Stands	2014
16	Mixer Unit: SBL-500/1000 - Line 2	2013 - China	57	Temperature Transducer	2014
17	Process Roll for PVC Board - Line 2	2013 - China	58	Hydraulic Pump	2014
18	Pulveriser with Feeding Machine - Line 2	2013 - China	59	Hydraulic Valve	2015
19	Stacker for PVC Board Extrusion - Line 2	2013 - China	60	Mold Stopper	2015
20	<b>Calibrator Consisting of:</b> Calibrator Plates, Calibrator Table with Hydraulic System (Line - 2)	2013 - China	61	S S Square Hoper	2014
21	<b>Dies</b>		62	S S Square Hoper	2014
	1020 MM PVC Free Foam Sheet Die	2013 - China	63	Temperature Transducer	2014
	1270 MM PVC Free Foam Sheet Die	2013 - China	64	Unwinder break Assembly	2015
	1365 MM PVC Free Foam Sheet Die	2013 - China	65	Grinder with Motor & Accessories	2014
	1400 MM PVC Free Foam Sheet Die	2013 - China	66	Pulverisor with Motor & Accessories	2014
	1650 MM PVC Free Foam Sheet Die	2013 - China	67	Pulverisor with Motor & Accessories	2014
	<b>B. Indigenous Machinery</b>		68	Pulverisor with Motor & Accessories	2015
22	110 HP CHINA MAKE MOTOR	2013	69	Pulveriser with Feeding Machine	2015
23	Air Compressor	2013	70	Heater 9 LW	2015
24	Batching System	2013	71	Mould Temperature Controller Model	2015
25	Crompton Openwell Pump	2013	72	Shell & Tube Exchanger	2015
26	Electrical Cabinet	2013	73	Pulversior - J N Engineering	2015
27	Electric Generating Set 200 KVA - 2 Nos	2013	74	Hydraulic Pump	2015
28	EOT Crane	2013	75	M S Rail Track	2015
29	Fire Fighting Systems	2013	76	Weighing Machine	2015
30	Floor Cleaning Machine	2013		<b>C. Other Misc. Stores</b>	
31	Generator Set 30 KVA	2013	77	V-Belts	
32	Godrej GX200 Electric Forklift	2013	78	Misc. Stores	
33	Hand Pallet Truck, CHP3	2013	79	Computer Software (Machinery)	
34	Monoblokck Pump	2013	80	Electrification and Fixtures	

**Other of Assets:**

- Calibrator Line
- Calender Line
- Three Layers feed block
- SJP 75/28 Parallel twin Screw extruder
- Three roller calender (1)
- Three roller calender (2)
- Roller Cooling Device
- Cooling Bracket Trim Cutting Unit
- Haul off Unit
- Spring Ladder
- Cutting Unit
- Calender Line m.
- Calibrator Line
- Dies (4 Number)
- Calibrator Plates / Table with Haudralic system
- Two rollers after calibrator for PVC Board extrusion line
- Process roller for PVC Board extrusion line
- Stracker for PVC Board extrusion line
- Conveyor Table
- Spare Calender/ Calibrator line

**Land & Building:****1. Building – Plot No. I 20, Khed DTA City, Village Kanhersar, Opp. JSW Steel, Rajguru Nagar, Taluka Khed, Dist. Pune 410505**

- The unit is a Foamed PVC Sheets Manufacturing Unit located in MIDC Khed, Near Pune
- Plot Area- 2.79 Acres = 11,327 sq.m.
- Industrial Shed – 21,789 Sq. feet.
- RCC Structure (G+1 Floor) – 3292.56 Sq. feet.
- Office: 2039.04 Sq. feet.
- Shop Floor: 673.15 Sq. feet
- Miscellaneous Items: Guard Room, Boundary Wall and Gate, Electric Panel Room, Pump House

**2. Land – Leasehold.**

- **Lease Tenure:** 90 Years Starting from 2012
- **Balance Lease Tenure:** 78 Years
- **Lessor:** MIDC
- **Lessee:** Khed Economic Infrastructure Private Limited
- **Sub Lessee-** M/s 9Planets Products Private Limited

**Notes:**

1. **KEIPL terminated the Sub – Lease Deed dated 28.06.2012 on 24.04.2023 and called upon the CD for vacation of the property by 60 days. However, it is pertinent to note that no registration of the termination was carried out and the matter is before the Hon’ble NCLT.**

**Securities and Financial assets:**

**Non-Current Assets:**

<b>Particulars</b>	<b>Amount</b>
Deposit MVAT	25,000
Deposit Rent	10,000
Deposit Water Connection	1,43,100
<b>Total</b>	<b>1,78,100</b>

**Other Current Assets**

<b>Particulars</b>	<b>Amount</b>
Incentive Receivable	18,66,183
VAT Refund Due	13,70,025
Income Tax TDS	38,357
Income Tax Refund (Earlier Years)	10,658
GST Input Tax Credit	1,92,70,015
<b>Total</b>	<b>2,25,55,238</b>