

ANNEXURE - I

[On a stamp paper of Rs. 500/- (Rupees Five Hundred Only)
(To be notarised on stamp paper)]

AFFIDAVIT CUM UNDERTAKING

Date: _____

The liquidator;

ADRS Insolvency Professionals Private Limited

Liquidator of Nashik Forge Private Limited

IPE :- Off. No. 401A Manik Apartment Plot No.38/25 A,
CTS NO.94/25 A, 4th Floor Lane No. 11 Prabhat Road,
Pune, Maharashtra, India, 411004

Email Address: ip.nashikforge@gmail.com

Subject: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting the Bid by Executing Affidavit cum Undertaking

Dear Sir,

I, [*name of the authorized representative*], aged __, residing at __, acting managing director / chief executive office / principal officer / director / partner of [*name of the bidder*] having office at ----- do solemnly affirm and hereby, irrevocably and unconditionally declare as under:

1 I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (Code) (as amended from time to time) that: I have understood the provisions of section 29A of the Code. I confirm that neither I / ----- Limited or any person acting jointly with me/Limited or any person who is a promoter or in the management or control of me/us/-----Limited or any person acting jointly with Me/ -----Limited:

- a. is an un-discharged insolvent;
- b. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949; (10 of 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:

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

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

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

g. has been a promoter or in the management or control of a corporate debtor in which a

i. 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;

ii. has executed [a guarantee] in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code;

iii. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

iv. has a connected person not eligible under clauses (a) to (i).

1. The Bidder is qualified to submit the bid as per the eligibility criteria prescribed by the Liquidator.

2. The Bidder is not disqualified u/s 29A of the Insolvency & Bankruptcy Code, 2016.

3. The Bidder hereby declare as follows:

(a) It has not and no person controlled by it has, as of the date of this Affidavit, entered into any arrangement (whether written or verbal, contractual or otherwise) with any person disqualified u/s 29A of the Insolvency & Bankruptcy Code, 2016 relating to transfer or assignment or causing the transfer or assignment or acquisition of ownership of the Asset; or

(b) It will not transfer (or causing the transfer or acquisition) of control over the ownership of the Asset, whether directly or indirectly, after submission of the Resolution Plan to any person disqualified u/s 29A of the Insolvency & Bankruptcy Code, 2016.

4. The Bidder is irrevocably and unconditionally declaring to the Liquidator that the list of connected persons (as defined in 29A of the Insolvency & Bankruptcy Code, 2016) submitted to the Liquidator is exhaustive in all respects and the names of all the connected persons have been set out thereunder without any omission whatsoever.

5. The information / documents provided by the Liquidator of NASHIK FORGE PRIVATE LIMITED under the provisions of the Insolvency & Bankruptcy Code, 2016 and in this regard, we confirm / undertake / warrant / represent that:

a) to comply with provisions of applicable law for the time being in force relating to confidentiality;

b) to protect any information of the Corporate Debtor of which we may have access to;

c) not to share information with third parties; and

d) not to misuse the information for disadvantage of the Corporate Debtor / Liquidator.

6. The Bidder is not blacklisted /prohibited for participating in e-auction under any of the applicable laws.

7. I/We, therefore, confirm that Mr. / Limited is not ineligible under Section 29A of IBC to submit its Bid for acquisition of assets of Nashik Forge Private Limited – In Liquidation.

- A. I/We undertake on behalf of/..... Limited, that during the Liquidation Process, no person who would be considered as Connected Person as is ineligible under Section 29A of Insolvency and Bankruptcy Code, 2016, shall be engaged in the management and control of the corporate debtor.
- B. I/We declare and undertake that in case/ Limited becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- C. I/We also undertake that in case/ Limited becomes ineligible at any time after submission of EMD, then the EMD would be forfeited by the Liquidator and the same would be deposited in the account of Nashik Forge Private Limited– in liquidation.
- D. Further, I/We understand, undertake and confirm that the Liquidator assumes no responsibility of the quantity/ quality of material/items proposed for sale. The Information/ photos, if any provided by the Liquidator are only indicative in nature.
- E. Buyers/Bidders/Applicants shall do their own due diligence.
- F. Further, I/We also understand, undertake and confirm that some of the items at the site are not for sale and I/we have clearly understood/shown during our visits, the items which are available and not available for sale. Further, I/we have submitted our bid in full knowledge of all facts. I/we undertake not to raise any claim or dispute will be raised in respect of any of the items not for sale at any stage of the process or hold the Liquidator or any of his representative(s) liable on any account in this regard.
- G. I/We confirm that the said declaration and disclosure is true and correct and the undefined legal terms in this undertaking shall have the same meaning as ascribed to them under IBC and regulations thereunder.
- H. I/We am duly authorized to submit this declaration by virtue of [Insert the details of the corporate authorizations]

(DEPONENT)

VERIFICATION

I, _____, the deponent above, Authorised representative of
_____, aged years, having my address at

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

(DEPONENT)

ANNEXURE IA

EXPRESSION OF INTEREST TO PARTICIPATE IN THE BIDDING PROCESS OF NASHIK FORGE PRIVATE LIMITED (THE COMPANY IN LIQUIDATION)

Date: _____

To,

The liquidator;

**ADRS Insolvency Professionals Private Limited
Liquidator of Nashik Forge Private Limited**

IPE :- Off. No. 401A Manik Apartment Plot No.38/25 A,
CTS NO.94/25 A, 4th Floor Lane No. 11 Prabhat Road,
Pune, Maharashtra, India, 411004

Email Address: ip.nashikforge@gmail.com

Subject: Expression of Interest ("EOI") for bidding in the sale of assets of the Corporate Debtor **Nashik Forge Private Limited** (In Liquidation) collectively by way of sale under the provisions of Insolvency and Bankruptcy Code, 2016 and Liquidation

Regulations.

Dear Sir,

In response to the Public Announcement in [insert names of the newspaper and/or website] dated [dd/mm/yyyy] inviting expressions of interest as captioned above, I/ we hereby submit an EOI for participating in the bidding process of **Nashik Forge Private Limited** (In Liquidation) by way of sale of set of assets of the Corporate Debtor collectively through E-AUCTION sale process on "**As is where is basis**", "**As is what is basis**", "**Whatever there is basis**" and "**No recourse basis**".

I/ We have also set out the following:

Information required in the format prescribed as an Annexure to this EOI (Annexure A - Affidavit cum Undertaking). We undertake that the information furnished by us in this EOI and with other documents is true, correct, complete and accurate. We undertake that we have read the terms and conditions for liquidation as mentioned in the Process Memorandum and unconditionally agree to the same.

Further, I/ We agree and acknowledge that:

- a) The EoI will be evaluated based on the information provided in the Annexures to determine whether we qualify to participate as a bidder in the aforesaid e-auction;
- b) The Liquidator reserves the right to determine at his sole discretion, whether or not I/ we qualify for the submission of the proposal and may reject the EoI submitted by us without assigning any reason whatsoever.
- c) The Liquidator reserves the right to request for additional information or clarification from me/ us for the purposes of the EoI and I/ we shall promptly comply with such requirements. Failure to satisfy the queries of the Liquidator within the given timelines may lead to rejection of my/ our submission pursuant to EoI.
- d) Submission of this EoI alone does not automatically entitle me/ us to participate in the next stage of the bid process.
- e) I/ we confirm that we have studied and understood the provisions of the Code and the Liquidation Regulations and other relevant laws and regulations and Process Document to enable us to participate in the E-Auction Process of the Corporate Debtor.
- f) The information submitted by me/ us is complete, as per the requirements stipulated in the Process Document and is true and correct. I/ We acknowledge that I/ we shall be solely responsible for any misrepresentations, errors or omissions in relation to this process.

We further confirm that:

- a) We are eligible under IBC and Regulations made thereunder to participate in the e- auction process of the Corporate Debtor.
- b) We and our Representatives will keep all information, which we may receive during the E-Auction Process of the Corporate Debtor as Confidential.
- c) We confirm that we and our Representatives shall not use any such information to cause an undue gain or undue loss to the Corporate Debtor or any other person.

- d) We and our Representatives will protect the intellectual property rights of the Corporate Debtor in relation all such information.
 - e) We and our Representatives will not share any such information with any third party including any Representatives, without first ensuring that our obligations under the Confidentiality Undertaking entered into are complied with.
 - f) We and our Representatives will comply with all the terms and conditions of the Process Document and the Confidentiality Undertaking.
-

Sincerely,

On behalf of [Insert the name of the person/ entity submitting the EoI]

Signature:

Name of Signatory:

Designation:

Company Seal/ Rubber Stamp round :

Note:

1. The person signing the EoI and other supporting documents should be an authorized signatory supported by necessary board resolutions/authorization letter.
2. In case of Consortium Bidder the EoI shall be signed by the nominated lead.

ANNEXURE – II

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

(on a stamp paper)

Execution Instructions:

To be executed on non-judicial stamp paper of appropriate value and notarised. Foreign companies are required to follow the applicable law in their country and ensure that the documents submitted as part of the expression of interest / Bid are appropriately apostilled, and stamp duty paid in India before submission to the liquidator.

The execution of this undertaking must be authorized by a duly passed resolution of the board of directors or any sub-committee of the board (if so authorized by the board) of bidder.

Each page of the undertaking is required to be signed by the Bidder at the bottom of the page and on the execution page, the deponent must affix his/her full signature and additionally affix the rubber stamp seal of the Bidder.

Where the Bidder is a consortium, said undertaking shall be furnished by each member of the consortium.

Kindly fill in the requisite details in each of the items where information is left blank or has been sought.

This Confidentiality Undertaking has been signed by _____ (Name of potential Bidders) having its office at ___ acting through Mr. (Name of person authorised by potential Bidder(s)), the authorized signatory/authorized representative (“Bidder”), which expression shall, unless repugnant to the context, be deemed to include its successors, assignor legal representative) in favour of **M/s. ADRS Insolvency Professional Pvt. Ltd. (IPE)**, Liquidator of M/s Nashik Forge Private Limited (In Liquidation).

WHEREAS M/s. Nashik Forge Private Limited (In Liquidation), a company registered under Companies, Act, 1956, (hereinafter referred as the “**Company**”) is undergoing liquidation proceedings vide order dated 02/08/2024 passed by Hon’ble NCLT, Mumbai Bench (“**NCLT**”) and **M/s. ADRS Insolvency Professional Pvt. Ltd. (IPE)**, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) has been appointed as the Liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of M/s Nashik Forge Private Limited (In Liquidation).

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

WHEREAS the Liquidator is required to share certain data, documents in relation to the Company for facilitating the prospective Bidder(s) in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the data room, if any, 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 contained accessed through the data room which shall mean the virtual data room maintained by the Liquidator, if any, created for the Eligible Bidders to access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.
2. The Bidder (s) further unconditionally and irrevocably undertake and declare that:
 - a) the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;
 - b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
 - c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
 - d) the Bidder (s) shall protect any intellectual property of the Company which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.

- f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, any theft or leakage;
 - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the Company as provided under E-Auction Process Information Document and the Liquidation Process Regulations;
 - h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room, if any, or by any other means and shall use its best endeavours 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/ Data Room/ by other means. The Bidder(s) further agrees and acknowledges that the Liquidator or any of his representatives 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. Capitalised 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./ Miss/ M/s _____ (Name and Designation) Authorised Signatory

Date:

Place:

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

ANNEXURE – III

BID APPLICATION FORM

Date: _____ To,

The liquidator;

ADRS Insolvency Professionals Private Limited

Liquidator of Nashik Forge Private Limited

IPE :- Off. No. 401A Manik Apartment Plot No.38/25 A,

CTS NO.94/25 A, 4th Floor Lane No. 11 Prabhat Road,

Pune, Maharashtra, India, 411004

Email Address: jp.nashikforge@gmail.com

Sub: E-Auction Process Document dated 2025 pursuant to advertisement dated in the liquidation process of Nashik Forge Private Limited

Dear Sir/Madam,

Pursuant to your E-Auction Process Document dated. (“E- Auction Process Document”) and further announced by you in the newspaper Publication dated [dd/mm/yyyy] in (Name of the Newspaper).

We, the undersigned, wish to participate in E-Auction Process of the Assets.

We have deposited the required amount of EMD in the bank account of Corporate Debtor as per detail attached.

Details of Bank Account of Corporate Debtor:

Nature of Account	CURRENT ACCOUNT
Account Number	60508795027
Name and style of Account	LIQUIDATION ACCOUNT NASHIK FORGE PRIVATE LIMITED
Name of the Bank	BANK OF MAHARASHTRA
IFSC Code	MAHB0000330
Name of the Branch	ERANDAVANA PUNE

Details of the Bidder:

Sr. No.	Particulars	Details
1.	Full Name of the Bidder	
2.	Contact Number	
3.	Email Address	
4.	PAN Number and GST Registration Number	
5.	Address of the Bidder along with the address proof	
	a) Office	
	b) Residence	
6.	Identity Proof (Self-attested) i. PAN Card* ii. Aadhar Card* ii. Passport \$ v. Voter ID Card v. Driving License <i>*Compulsory for Indians</i> <i>\$ Compulsory for NRIs</i>	
7.	Provide authority letter in case of a partnership firm/LLP/or any other legal entity and board resolution in a form set out in Annexure 5 in case of a company	
8.	Constitution documents (Sole Proprietary/Partnership/Company) (in case of company/firm, also give	

	names of Directors / partners with contact numbers)	
9.	Particulars of Bank Transfer /Demand draft/ PO/ UTR/ RTGS/ NEFT	
Details of Bank Account for refund of EMD, if any		
1.	Name of Account Holder	
2.	Account Number	
3.	Account Type	
4.	IFSC Code	
5.	Bank name and Branch	

We hereby acknowledge and undertake that:

- (a) We are the proposed to be the legal and beneficial owner of the Asset if we become Successful Bidder.
- (b) We have attached necessary information requested in the E-Auction Process Document.
- (c) We have reviewed the E-Auction Process Document and are aware of the terms and conditions contained therein and hereby accept the same. We agree and acknowledge that the Liquidator and/or the Corporate Debtor or any of its stakeholders do not provide any representation, warranty in relation to the Corporate Debtor or the Asset and our participation is based on our own independent verification and diligence.
- (d) We acknowledge that the Liquidator has the sole right to determine at his discretion, whether or not we are deemed Qualified Bidders and may reject our application / bid without any liability whatsoever.
- (e) The Liquidator reserves the right to request for additional information or clarification(s) from us for the purposes of the application / bid and we shall promptly comply with such requirements. Failure or non-submission of

satisfactory reply to the queries of Liquidator may lead to rejection of our application / bid.

- (f) We are eligible to purchase the Asset under the provisions of the IBC. An affidavit to this effect is enclosed in format given in “**Annexure I**” hereto.
 - (g) We do not intend to purchase the Asset from the Liquidator to transfer it to the person disqualified u/s 29A of the IBC.
 - (h) We declare that we are not a related party of The Liquidator of Nashik Forge Private limited namely ADRS Insolvency Professionals Private Limited or their Directors.
 - (i) We meet the eligibility criteria of net worth mentioned in E-Auction Process Document.
 - (a) We hereby unconditionally undertake to keep The Liquidator of Nashik Forge Private limited namely ADRS Insolvency Professionals Private Limited or their Directors. fully indemnified.
 - (b) We hereby confirm that we are not acting in collusion with the other bidders/ buyers.
 - (c) We hereby confirm that we are not the related parties of Corporate Debtor Nashik Forge Private Limited or its directors / promoters or their connected parties.
2. We are enclosing the following document along with this application:
- (a) Affidavit and Undertaking (as per format given in “**Annexure I**”) under Section 29A of IBC duly notarised with Notary’s document registration number.
 - (b) Confidentiality and Non disclosure Undertaking as per format given in “**Annexure II**” hereto.
 - (c) Self-attested PAN copy
 - (d) Self-attested GST Registration copy
 - (e) Board Resolution / Authority Letter on Firm/Company’s Letter, if applicable
 - (f) Copy of cancelled cheque for refund of EMD
 - (g) Copies of Certificate of Registration and Constitutional Documents of the Applicant
 - (h) Copies of identity and address proof (Passport / PAN / Aadhar) of directors /partners /individual / authorised signatory and shareholders holding 5% or more ownership in the Applicant.
 - (i) Business profile of Applicant.
 - (j) Net worth certificate from practicing chartered accountant.

(k) Details of sources of funds to pay the Sale Consideration of Asset.

The information furnished by us in this application is true, correct, and accurate to the best of our knowledge. All terms used herein, which are defined under the E- Auction Process Document, shall have the respective meanings ascribed to such terms thereunder.

We request you to kindly 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 ascertained the quality and quantity, etc. and gone through and have understood the Terms & Conditions of sale and shall be abided by the same.

Sincerely,
For firm/company/organization:

Signature: _____ Name of authorized signatory:
Designation:
Company Stamp

[On a Stamp Paper of Rs. 100/- (Rupees One Hundred Rupees Only)]

ANNEXURE IV DECLARATION BY THE BIDDERS

Date: _____

To,

The liquidator;

ADRS Insolvency Professionals Private Limited

Liquidator of Nashik Forge Private Limited

IPE :- Off. No. 401A Manik Apartment Plot No.38/25 A,

CTS NO.94/25 A, 4th Floor Lane No. 11 Prabhat Road,

Pune, Maharashtra, India, 411004

Email Address: ip.nashikforge@gmail.com

Sir,

A.I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and the terms and conditions of the / for sale of the properties specified thereunder ("Properties") and have understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the e-auction process.

B.I/We declare that the earnest money deposit and other 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 and details given by me/us in the online form(s) are true and correct.

C.I/We further declare that the information revealed by me/us in the online form(s) are true and correct. I/We 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 earnest money deposit and / or any other 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.

D.I/We also agree that after my/our offer given in my/our bid for purchase of the Property (ies) is accepted by the Seller and if, I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the auction and offer letter, the earnest money deposit and any other monies paid by me/us along with the online form and thereafter, are liable to be forfeited. The timelines for the 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 and/or.

E. I/We understand that the earnest money deposit of all Bidders shall be retained and returned only after the successful conclusion of the sale of the Property (ies). I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

F. I/ We confirm that our participation in the e-auction process, submission of bid or acquisition of the Property (ies) pursuant to the provisions of the terms of sale will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/ us; or (v) any agreement to which I am/ we are a party or by which I am/ we are bound.

G. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us through the Agency or by the Liquidator shall be binding on me/us.

H. I/ We also undertake to abide by the additional conditions if announced during the e-auction including any announcement (s) for correction of and/or additions or deletions to the time of the auction and Properties being offered for sale.

I. I/We also confirm that I/ we have taken training on the on-line bidding/auction and confirm that I am/ we are fully conversant with the functionality and process.

J. I/We confirm that the seller and or his employees, shall not be liable and/ or responsible in any manner whatsoever for my/our failure to access and bid on the E-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

K. I/We hereby confirm that I/we are eligible to purchase the assets of the Company in terms of provisions under Section 29A of the Insolvency and Bankruptcy Code, 2016 (as amended from time to time).

L. I/ We, hereby confirm that I/ we will honour the bids placed by me/ us during the e-auction process.

(Signature & Seal)

Name: _____

Address: _____

Email Address: _____ Mobile Number: _____

Annexure - V

COMPOSITION AND OWNERSHIP STRUCTURE OF THE PROSPECTIVE BIDDER

[In case of Consortium, for each member of the Consortium] (On the letterhead of the Bidder duly stamped)

[Please tick the correct option] The Bid Application is being submitted by _____ in its capacity as a company/ body corporate/ financial institution/funds/ Consortium.

In case of Consortium, details of the members of Consortium:

Members of Consortium	Equity Interest (%) held or to be held in the Consortium	Nature of establishment of the member
Member 1 (Lead Member)		
Member 2		
<i>[Please add extra rows if there are more than two members]</i>		

Corporate Details:

Please provide the following information for the Prospective Bidder:

i. Company's Name, Address, Nationality details:

Name	
Registered Office	
Website Address	
Corporate Identification Number, if any	
Country of Origin	
Address for Correspondence	
Year and Date of Incorporation	
Company's Business Activities:	
Name of the Representatives	

Name and Details of all Connected Persons	
Telephone Number	
Email Address	
Fax No.	

ii. Please provide the following documents if applicable:

- a)** Copy of the memorandum and articles of association and certificate of incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation of the Prospective Bidder and, in case the Prospective Bidder is a special purpose vehicle set up for submitting the Bid, of the Parent Company), including amendments, if any, certified by the company secretary, or equivalent or a director of the Prospective Bidder (as an annexure to this Format)
- b)** If the Prospective Bidder is a consortium, then copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments of each of the consortium members (certified by the company secretary or a director) (as attachment to this document).
- i.** Annual report or audited financials of the Prospective Bidder, Parent Company and corporate guarantor, if applicable for the preceding 3 (three) years. A certificate from the statutory auditor/ chartered account as on 31st March 2022 for
 - net worth (in case the Prospective Bidder is a corporate including limited liability partnership), and
 - total assets under management (AUM) in case the Prospective Bidder is a financial investor, fund, private equity investor, non-banking financial company, asset reconstruction company, banks or financial institution, in each case as provided in the eligibility criteria provided in the E-Auction Process Information Document. In case you are relying on the eligibility criteria of your Group Company, please also provide such details for the relevant Group entity along with documentary evidence in the form of a certificate from a practicing company secretary or statutory auditor to establish such relationship.
- c)** Copy of permanent account number card of the Prospective Bidder (or equivalent identification for an overseas entity);
- d)** Credit opinion report from the principal bank of the Prospective Bidder and its Parent company;

- e) External rating report if available for the Prospective Bidder and the Parent Company /Ultimate Parent. In case not provided, the Prospective Bidder will be treated as unrated;
- f) Please provide details in following format for Directors of Prospective Bidder, and in case the Prospective Bidder is a special purpose vehicle set up for submitting the Bid, provide details of directors of the Parent Company as per format below:

Name	Designation	Identification Nos.			Full Address	Other Directorships
		DIN	PAN	Passport		

The Prospective Bidder shall submit photocopy of the passport for each of the Directors and other 'know your customer' details.

Please confirm if any of the above have been disqualified to act as a director under the provisions of the Companies Act, and if so, please share all relevant details of the same.

- g) Details of Ownership Structure of the Prospective Bidder (in case the Prospective Bidder is a listed company, please provide details of persons owning 10% (ten percent) or more of the total paid up equity of the Prospective Bidder).

- h) Status of equity holding as on

Sl. No	Name of Equity Holder	Type and Number of Shares owned	% of Equity Holding	Extent of Voting Control %
1				
2				
3				
4				

i) Status of equity holding should be provided not earlier than 30 (thirty) days prior to submission of the Bid Application Form.

Name of Connected Person	Nature of connection

- j) Please provide details of Parent Company, Ultimate Parent and Group Companies of the Prospective Bidder and corporate guarantor (if any corporate guarantee constitutes part of the Bid), and their respective business activity. The determination of relationship of Parent Company, Ultimate Parent and/or the Group Companies of the Prospective Bidder shall be as on date of submission of the Bid Application Form;
 - k) Please provide a list of persons acting jointly, persons acting in concert and connected persons (as per Section 29A). Please also explain relationship of Prospective Bidder with all connected persons. The Liquidator may request for credit opinion/ CIBIL Reports of connected persons as appropriate. *[In case of any exemption available, please explain the same].*
 - l) Details of transactions, if any, of the Prospective Bidder and/ or any connected persons in the Company in the preceding 2 (two) years.
- iii. Please clarify if the Prospective Bidder and/or any Connected Person has been convicted of any offence in the preceding seven years, and if so, please share all relevant details of the same;
- iv. Please clarify if the Prospective Bidder and/or any person acting in concert or acting jointly or any connected person has been identified as a wilful defaulter by any bank or financial institution in accordance with the guidelines of the RBI, and if so, please share all relevant information and details in relation to the same;
- v. Please clarify if there are any criminal proceedings, investigations, enquiries etc. commenced or pending against the Prospective Bidder and/or any Connected Person, and if so, please share all relevant details of the same;

- vi. Please clarify if the Prospective Bidder and/or or persons acting in concert and/or any connected Person has been disqualified or debarred from accessing to or trading in the securities markets under any order of the Securities and Exchange Board of India and/or any other such judicial authority.
- vii. Please clarify if the Prospective Bidder and/or or persons acting in concert and/or any connected Person has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under IBC.; and
- viii. Please clarify if the Prospective Bidder and/or or persons acting in concert and/or any connected Person has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under IBC.

For and on behalf of M/s.....

[Signature and Name of the Authorised Representative] Rubber stamp/seal of the Prospective Bidder

Note:

The Liquidator reserves the right to request for any additional information or documents with respect to any "Connected Person" (as defined under the IBC) of the Prospective Bidder, as may be required.

ANNEXURE VI

TECHNICAL TERMS AND CONDITIONS OF E-AUCTION SALE

1. E-Auction will be conducted on “As is where is basis”, “as is what is basis”, “whatever there is basis” and “No recourse basis” through approved service provider Right2Vote Infotech Pvt Ltd E-Auction tender document containing online e- auction bid form, Declaration, General Terms and condition of online auction sale are available on websites <https://right2vote.in/online-auction/>
2. The intending bidders prior to submitting their bid, should make their independent inquiries regarding the encumbrances, title of property, claims/rights/dues/affecting the property, inspect the property at their own expenses and satisfy themselves. The date and time of inspection of the property will be between 21.02.2025 to 24.02.2025 during working hours, with a prior appointment with the Liquidator.
3. The intending bidders are required to deposit refundable process participation fee and EMD amount either through NEFT/RTGS/DD in the account:

By way of Demand Draft payable at Mumbai in the name of LIQUIDATION ACCOUNT NASHIK FORGE PRIVATE LIMITED or through RTGS / NEFT to the account number of the company as provided under:

Nature of Account	CURRENT ACCOUNT
Account Number	60508795027
Name and style of Account	LIQUIDATION ACCOUNT NASHIK FORGE PRIVATE LIMITED
Name of the Bank	BANK OF MAHARASHTRA
IFSC Code	MAHB0000330
Name of the Branch	ERANDAVANA PUNE

The Demand draft of EMD shall reach the office of Liquidator on or before 5:00 PM, **05.02.2025**.

The intending bidder should submit Letter for participation in the E- Auction along with (i) Bid Application Form , Declaration and KYC ,

the formats of these annexures can be taken from this Process document. These documents should reach the office of the Liquidator or by E-mail, at the address given above before 5:00 PM on 19.02.2025

and interested bidders can upload these documents www.https://right2vote.in/login/

and EMD submission details on www.https://right2vote.in/login/ on or before 5:00 PM, on 25.02.2025

Name of the eligible Bidders will be identified by the Liquidator to participate in online e auction on the port . The e-auction service provider Right2Vote Infotech Pvt Ltd will provide User id and password by email to eligible bidders The Affidavit and Undertaking (as per format set out in Annexure), Confidentiality and Non-Disclosure Undertaking (as per format set out in Annexures), Declaration by Bidders (as per the format set out in Annexure) must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.

4. 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 with unlimited extension. The bidder who submits the highest bid amount (not below the reserve price) on closure of e-Auction process shall be declared as Successful bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Liquidator.
5. The EMD of the Successful Bidder shall be retained towards part sale consideration and The EMD of unsuccessful bidders shall be refunded. The EMD shall not bear any interest.
6. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount (-) EMD Amount) within 90 days on issuance of the LOI by the Liquidator (Provided that payments made after thirty days shall attract interest at the rate of 12%). Default in deposit of the balance amount by the successful bidder within the time limit as mentioned in the LOI would entail forfeiture of the entire amount deposited (EMD (+) Any Other Amount) by the Successful Bidder.

7. The purchaser shall bear the applicable stamp duties/transfer charge, fees etc. and all the statutory/ non-statutory dues, taxes, rates, assessment charges, fees, GST etc. in respect of the property put on auction.
 8. The Liquidator has the absolute right to accept or reject any or all offer (s) or adjourn/postpone/cancel the e-Auction or withdraw any property or portion thereof from the auction proceeding at any stage without assigning any reason there for. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
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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. Cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidder's end. To avoid losing out on bidding because of above mentioned reasons, it is advised not to wait for the last moment.
 10. The highest and the latest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
 11. After the conclusion of the e-auction for each Property, separate Intimation shall 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. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller (Liquidator).
 13. The sale certificate/agreement will be issued in the name of the successful bidder only and will not be issued in any other name.
 14. The sale shall be subject to provisions of Insolvency and Bankruptcy Code 2016 and regulations made thereunder.
 15. The Eligible Bidders, participating in the E-Auction, will have to bid for at least the Reserve Price, and increase their bid by a minimum incremental amount as mentioned in the process document for each category of assets.