
E-AUCTION PROCESS INFORMATION DOCUMENT

***Invitation for Bids for E-Auction of Assets of
M/s Advance Surfactants India Limited (In
Liquidation) located at Silvassa, Puducherry,
Hooghly, Mangalore and Pithampur (MP)***

Date of E-Auction Announcement – Monday, 12th October 2020

Date of E-Auction – Wednesday, 11th & Thursday, 12th November, 2020

On Portal: <https://right2vote.in> and www.kgsip.com

Issued by: Mr. K G Somani

Dated 8th October 2020

Liquidator — Advance Surfactants India Limited- In Liquidation

K.G. Somani Insolvency Professionals Private Limited

IBBI Reg. No: IBBI/IPA-001/IP-P00300/2017-18/10544

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Notes:

- a) This E-Auction Information Document is issued only for the Interested Bidders.
- b) Terms and Conditions, procedure and deadlines etc for participating in the proposed E-Auction are provided in the E-Auction Process Information Document. Since there is no functional website of Corporate Debtor M/s Advance Surfactants India Limited (In Liquidation), the timelines, notifications, updates and other details for the E-Auction Process can be sought by emailing on: **kgsomani.advance@gmail.com** or may be downloaded from www.kgsip.com
- c) Bidders desirous to submit their Bid have to submit their bids on E-auction Portal On **Portal: <https://right2vote.in>** after deposit of EMD and submission of required documents

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1. DISCLAIMER

- i) This Document is personal and specific to each E- Auction Participant/ Bidder.
- ii) This document is issued by Mr. Kishan Gopal Somani, the Liquidator of M/s **Advance Surfactants India Ltd** (In Liquidation) for general information purposes, to provide general information only, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.
- iii) The purpose of this document is to set out the process for submitting E-Auction bids for sale/ transfer of assets of M/s **Advance Surfactants India Ltd** (In Liquidation) as a going concern in accordance with the IBC 2016.
- iv) This Document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any state Government. Nothing herein or in materials relating to this Document is intended to be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.
- v) Neither this Document nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This Document does not solicit any action based on the material contained herein.
- vi) The information in this Document, is collected from many sources including the Corporate Debtor and has not been independently verified by the Liquidator.
- vii) While the information in this document has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, the Company or by any of its officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this Document or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed.
- viii) In so far as the information contained in this Document includes current or historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information is not guaranteed by the Liquidator. By acceptance of this Document, the E-Auction Participant(s) shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator.
- ix) This document has not been filed, registered, reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India or any other jurisdiction. This Document has not been approved, reviewed or recommended by SEBI or any statutory agency etc.

- x) Neither the Liquidator, nor his professional advisors, legal associates, affiliates, directors, employees, agents, representatives or managers or managers of the process shall be liable for any damages, whether direct or indirect, express or implied, incidental, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this Document, including for the E-Auction Participant(s)/Bidder not being selected as Successful Bidder(s) or on account of any decision taken by the Liquidator.
- xi) This Document and information contained herein or disclosed pursuant to the terms of this Document or any part of it does not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without prior written approval from the Liquidator. Distributing or taking / sending / dispatching / transmitting this Document in certain foreign jurisdictions may be restricted by law, and Persons into whose possession this Document comes should inform themselves about, and observe, any such restrictions.
- xii) The Liquidator and/or the Corporate Debtor give no undertaking to provide the recipient with access to any additional information or to update this Document or any additional information, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any auction process applicant.
- xiii) The issue of this Document shall not be deemed to be any form of commitment on the part of the Liquidator or the Corporate Debtor to proceed with any transaction(s).
- xiv) In addition to the provisions set out in this Document, the E-Auction Process applicant(s) shall be responsible for fully satisfying the requirements as mentioned in Insolvency and Bankruptcy Code, 2016 and applicable Regulations and notifications as well as the related laws, and all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory or other approvals, if any, that are or may be required under applicable law and nothing contained in this Document shall be deemed to relieve, wholly or partially, directly or indirectly, the auction process applicant from compliance with the IBC and related Regulations as well as any other law in force, and/or any instrument having the force of law as may be applicable and nothing in this Document shall be construed as, or operate either, wholly or in part, as exempting the E-Auction Process Applicant(s) from complying with all such laws, as are or may be applicable.
- xv) By procuring a copy of this Document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this Document and all other terms and conditions of this Document. Further, no Person, including the E-Auction Participant(s) 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 Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Document, and the Liquidator, Company, and their advisors, affiliates, directors, employees, agents, representatives or managers do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

- xvi) In no circumstances shall the E-Auction Participant(s) or its officers, employees, agents and professional advisers make any contact, direct or indirect, by any mode whatsoever, with the management, employees, customers, agents or suppliers of the Company until the Liquidator gives permission to do so in writing.
- xvii) This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder, is therefore, advised to 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.
- xviii) All the assets located at various units at various locations of Corporate Debtor (as mentioned in this document), namely M/s **Advance Surfactants India Ltd (In Liquidation)** are proposed to be sold/ transferred as a going concern on “**As is where is basis**”, “**As is what is basis**”, “**Whatever there is basis**” and “**No recourse**”.
- xix) The sale of assets of various units of corporate debtor on a going concern basis does not entail transfer of any better title except the title which the Corporate Debtor had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable / immoveable or any other assets of the Company.

2. INTRODUCTION:

- a. In pursuance of the application filed under section 7 of the Insolvency and Bankruptcy Code 2016 (hereinafter referred to as “the Code”) by financial creditor State Bank of India, against the Corporate Debtor M/s **Advance Surfactants India Ltd. (ASIL)**, (hereinafter referred as Corporate Debtor and/or Company) the Hon’ble National Company Law Tribunal, Principal Bench, New Delhi was pleased to admit the insolvency application and initiate Corporate Insolvency Resolution Process (CIRP) of M/s Advance Surfactants India Limited (hereinafter referred to as “Corporate Debtor”) and appointed Mr. K.G. Somani as Interim Resolution Professional vide its Order dated 28th May 2019. Mr. K.G. Somani was later confirmed as Resolution Professional (RP) of Corporate Debtor vide order dated 7th August 2019 by Hon’ble NCLT Principal Bench New Delhi vide its order.
- b. The Committee of Creditors (CoC) passed resolution on 22th November, 2019 recommending for liquidation of Corporate Debtor M/s Advance Surfactants India Ltd. (ASIL) with 100% voting share. Accordingly an application was filed RP to NCLT under section 33(2) of the Code and an order dated 14th January 2020 for Liquidation of the Corporate Debtor was passed by Hon’ble NCLT Principal Bench, New Delhi and Mr K G Somani was appointed to act as Liquidator of the company.
- c. It is the endeavor of the Liquidator to seek the bids for acquiring the assets of various units of corporate debtor as a going concern and sell the Assets and Properties at all the locations (Silvassa, Pondicherry, Hooghly (WB), Pithampur (MP), Mangalore) (as mentioned in this document), comprising the liquidation estate of the Corporate Debtor (M/s Advance Surfactants India Ltd- In Liquidation) in the manner specified under Regulation 32, 33 and Schedule I (provided under Regulation 33) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 and 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 Hon’ble NCLT/ NCLAT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
- d. The E-Auction Participant(s) 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 may be.

3. THE CORPORATE DEBTOR AND ITS ASSETS OVERVIEW

- 3.1 M/s Advance Surfactants India Ltd - In Liquidation (ASIL) was promoted by Mr. Ashok Mahindru. As per the data available on MCA site, the company has registered office located at 511/2/1, Village, Rajokari, New Delhi- 110038 with CIN- U74899DL1998PLC095458. The company, formerly known as Advance Detchem Limited (ADL), was set up by Mr Ashok Mahindru as private company in 1988 for setting up a 60,000 TPA project to manufacture Linear Alkyl Benzene Sulphonic Acid (LABSA), the base raw material for the detergent, at Silvassa. The Promoters had other group companies also namely Aureola Chemicals Limited (ACL) and Advance Detergent Limited which were merged with ADL w.e.f. 01.04.2006 and ADL was renamed to current Advance Surfactants India Ltd (ASIL).
- 3.2 The Authorized Share Capital of ASIL is Rs.54 crores and paid up capital is Rs. 46.31 crores. As per MCA data, the Directors of the company were Mr Ashok Mahindru, Ashutosh Mahindru and Mr Kunhi Perumadathil Puthanveedu and Mr Sandeep Kumar.
- 3.3 The possession of the registered office of the corporate debtor (ASIL) was taken over by Fullerton India Credit Company Limited on 04.04.2018 under SARFAESI Act 2002 and thereafter the said property has been purchased by Mr Pradeep Lather through an auction, and since then it is under his control and possession. The Corporate Debtor has filed an application with Debt Recovery Tribunal (DRT) regarding illegal taking over of the registered office of ASIL and sale of property. The sale of this property was set aside by DRT. However, Shri Pradeep Kumar Lather filed an appeal before DRT Appellant Authority. The matter is pending before the said Appellant Authority.
- 3.4 An appeal by was filed on behalf of the Corporate Debtor namely Advance Surfactants India Ltd against the liquidation order passed by the Hon'ble NCL. The said appeal is pending before the Hon'ble NCLAT.
- 3.5 The address for correspondence address of corporate debtor (ASIL) is through its Liquidator Mr Kishan Gopal Somani, 3/15, 4th Floor, Asaf Ali Road, New Delhi – 110002 [Email: kgsomani.advance@gmail.com](mailto:kgsomani.advance@gmail.com).
- 3.6 The Corporate Debtor has the following manufacturing plants:
- a. **SILVASSA-**
M/s Advance Surfactants India Limited; Survey No. 380/1/1, Village Galonda, Jaripada, Kilvani Road, Silvassa, Dadra and Nagar Haveli – 396230
 - b. **PUDUCHERRY-**
M/s Advance Surfactants India Limited; RS-9/3 & 9/4, Mangalam Main Road, Vadamangalam, Palli Thennal P.O., Kandmangalam (VIA), Puducherry 605102
 - c. **HOOGHLY (WEST BENGAL)-**
M/s Advance Surfactants India Limited, DAG No. 252 & 432, P.S. Polba, Dist. Hooghly, West Bengal – 712102

d. MANGALORE-

M/s Advance Surfactants India Limited; Plot No. 450, Baikampady Industrial Area, New Mangalore, Karnataka-575001

e. PITHAMPUR (MADHYA PRADESH)-

M/s Advance Surfactants India Limited; Plot No. 33, Sector-II, Pithampur Industrial Area, Pithampur, Dist Dhar Madhya Pradesh- 454775

3.7 The corporate debtor according to the last information available had five manufacturing units at the following locations, with an installed capacity of 181,000 MT per annum as under:

Location	Installed capacity Wet Route (MT)	Installed capacity (Dry Route (MT)	Total Capacity (MT)
Silvassa	80000	40000	120000
Pondicherry	30000	Nil	30000
Hooghly	15000	Nil	15000
Mangalore	16000	Nil	16000
Pithampur (MP)	20000	nil	20000

3.8 **The other important available information such as Business activities, Product, Applications, Technical Details of Process, Strengths and Challenges, Market Outlook & Opportunities, Key Challenges of the Industry etc of Corporate Debtor (M/s Advance Surfactants India Limited- In Liquidation) are provided in APPINDIX- A of this E-Auction Process Information Document.**

4 **DEFINITIONS**

- A. “Adjudicating Authority” will mean the Hon’ble New Delhi Bench of the National Company Law Tribunal and the appellate authority;
- B. “Applicable Laws” shall mean all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, Transfer of Properties 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;
- C. “Assets” shall mean the assets of the Corporate Debtor or assets of the units of corporate debtor M/s Advance Surfactants India Limited (ASIL) as specified in Clause 10 and/or in annexure of this E-Auction Process Information Document;
- D. “Bid” shall mean, any bid submitted by the Bidder(s) as required in terms of this E-Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;
- E. “CIRP” shall mean Corporate Insolvency Resolution Process as per the Insolvency and Bankruptcy Code, 2016;
- F. “E-Auction Process Information Document” or “Document” shall mean this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC, provisions of the Liquidation Process Regulations and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof;
- G. “E-Auction Participant(s)” or “Bidder(s)” shall mean, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder(s) or the Successful Bidder(s), as the case may be, and as the context requires;
- H. “Eligible Bidder(s)” shall mean Bidder(s) who are eligible in terms of this E-Auction Process Information Document, provisions of IBC and provisions of the Liquidation Process Regulations;
- I. “EOI” or “Expression of Interest” shall mean an intimation from the Bidder(s) to the Liquidator specifying their interest to be a part of the E-Auction process

- J. “IBC” shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued thereunder, as amended from time to time;
- K. “Liquidation Process Regulations” shall mean, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- L. “Liquidator” shall mean an insolvency professional appointed as a liquidator of the Company in accordance with section 34 of the IBC;
- M. “Person” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;
- N. “Qualified Bidder(s)” shall mean a Bidder(s) whose bid fulfils the eligibility criteria and who furnishes Earnest Money Deposit as listed in the E-Auction Process Information Document.
- O. “ASIL” or “The Company” or “Corporate Debtor” **M/s Advance Surfactants India Limited in Liquidation** acting through the Liquidator;
- P. “Seller” shall mean **M/s Advance Surfactants India Limited in Liquidation acting through the Liquidator**;
- Q. “Successful Bidder(s)” or “Successful E-Auction Participant(s)” means, the Qualified Bidder(s) whose bid is/are approved and who is/are declared successful by the Liquidator after the auction;
- R. “transfer” includes sale, purchase, exchange, mortgage, pledge, gift, loan or any other form of transfer of right, title, possession or lien;
- S. “transfer of property” means transfer of any property and includes a transfer of any interest in the property and creation of any charge upon such property;

Capitalized terms used herein but not defined otherwise shall have meaning assigned to them under the provisions of the IBC and the rules and regulations framed thereunder.

5 BID PROCESS

- 5.1 This Document has been issued for the purpose of carrying out electronic auction (“E-Auction”) of seeking bid for sale/ transfer of the assets located at various units of the corporate debtor as a going concern, under IBC and Liquidation Process Regulations.
- 5.2 All information provided in this document should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this document and IBC or Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall prevail.
- 5.3 The information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided based on the terms and conditions set out in this document.
- 5.4 This document is neither an agreement nor an offer by the Liquidator to the prospective Bidder(s) or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in making their bids pursuant to issue of this document. The assumptions, assessments, statements and information contained in this document may not be complete, accurate, adequate or correct. Each Bidder(s) should conduct their own due diligence, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained herein.
- 5.5 The information provided in this document to the Bidder(s) has been collated from several sources. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no responsibility for the accuracy or otherwise for any statement contained herein.
- 5.6 The Liquidator, makes no representation or warranty and shall have no liability to any person, including any Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way from participation in the E-Auction process.
- 5.7 The Liquidator accepts no liability of any nature howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this document
- 5.8 The Liquidator may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

5.9 The issue of this document does not imply that the Liquidator is bound to select a Bidder(s) as Successful Bidder(s) for the bid to acquire the assets of various units of corporate debtor as a going concern and the Liquidator reserves the right to reject all or any of the Bidder(s) or bids without assigning any reason whatsoever.

5.10 Each Bidder(s) shall bear all its costs and charges associated with or relating to the preparation and submission of its bid and/ or participation in the E-Auction, including but not limited to 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.

5.11 **M/s Right 2 Vote Infotech Private Limited** has been appointed as the E-Auction Service Provider. The process of sale/ transfer or inviting the bids for the sale of assets of various units of corporate debtor shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-Auction platform provided on the website portal of the E-Auction Service Provider (Platform). Other details with respect to the e-auction are as follows:

Particulars	Description
Type of Bid	E-Auction
Seller	M/s Advance Surfactants India Limited- In Liquidation represented by the Liquidator Mr. Kishan Gopal Somani
E-Auction Service Provider	M/s Right2Vote Infotech Private Limited
Website of E-Auction Service Provider and Liquidator	Website of E-Auction Service Provider: https://right2vote.in Website of Liquidator: www.kgsip.com
Annexures and Formats	Annexure I – Format for Affidavit and Undertaking confirming eligibility under Section 29 A and Section 35(1)(f) of IBC, 2016 Annexure II – Bid Application Form (to be filled in and signed and stamped by the Bidder(s) and uploaded) Annexure III – Declaration by the Bidder(s) (duly filled in and signed and stamped by the Bidder(s) and uploaded along with the Bid form) Annexure IV – Technical Terms and Conditions of E-Auction Sale Annexure V – Letter of Intent 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 Bidder(s) for any delay, network issue, punching the bid or any other nature of lapse etc.
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- 5.12 All terms and conditions with respect to the bid for sale/ transfer of assets of various units of the corporate debtor as a going concern shall be governed by the directions of the Liquidator, in accordance with the provisions of applicable laws and directions of Hon'ble NCLT/ NCLAT. As mandated by the Hon'ble NCLT, the Liquidator shall exercise all rights with respect to sale/ transfer of the Assets of various units of the corporate debtor and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, so as to enable the sale of assets/ Properties.
- 5.13 The Annexures to this Document shall form an integral part hereof and this Document shall always be read in conjunction with the Annexures hereto.
- 5.14 The copy of title documents relating to the Properties shall be available for inspection, on request to be made to the Liquidator, at 4th Floor, 3/15, Asaf Ali Road, New Delhi 110002 by contacting Mr. Kishan Gopal Somani (011-41426262, 011-23277677, 9310182010) (Email: kgsomani.advance@gmail.com)
- 5.15 This Document is neither transferable nor assignable.

6 ELIGIBILITY CRITERIA

- 6.1 Only those Bidder(s) who meet the eligibility criteria specified below may be considered / shortlisted by the Liquidator to participate in the E-Auction Process. Bidder(s) which do not meet the said eligibility criteria would be liable to be rejected by the Liquidator, without providing any reason or incurring any liability. The liquidator reserves the right to revise eligibility criteria at any time.
- 6.2 Please note that any person submitting a bid under E-Auction Process for sale of assets of various units of Corporate Debtor shall not be a person ineligible to be a resolution applicant in terms of the IBC including Section 29A and Section 35(1) (f) of the Code. An affidavit confirming eligibility to submit a bid for **M/s Advance Surfactants India Limited- In Liquidation** shall be submitted followed by the deposit of BID in the format as provided in “Annexure I”.

6.3 Criteria:

- A. Applicant shall not be an insolvent Company / Individual/ Entity;
- B. Applicant should not have any negative track-record / history, i.e., Applicant should not have defaulted on any resolution plan/liquidation sale under IBC or any other restructuring mechanism
- C. Applicant should not have been debarred during the CIRP tenure and this includes affiliates or any restructuring / IBC cases in India
- D. The prospective applicants are prohibited from submitting more than one bid, directly or indirectly.

7 DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER(S)

7.1 The E-Auction Process Applicant(s) or the Bidder(s) would need to submit the following forms, documents, authorizations by the Bidder(s):

- A. Ownership Structure and Composition of the E-Auction Applicant(s) / Bidder(s), Proof of Identification, Current Address Proof, PAN card, Valid Email ID, Landline and Mobile Phone Number, Certificate of Incorporation in case of company/ LLP.
- B. Authorization to the Signatory (in case the Bidder(s) is the legal entity); In case the bidder is a company/ Legal Entity, the authorized signatory should be supported by the Resolution of the Board/ Legal Entity.
- C. Affidavit and Undertaking by the E-Auction Process Applicant(s) (through Authorized Signatory in case the Bidder(s) is the legal entity). The format of Affidavit and Undertaking is attached vide “**Annexure I**”
- D. An Eligible Bidder(s) will need to submit the duly filled, signed and stamped Bid Application Form attached vide “**Annexure II**” and duly filled, signed, and stamped Declaration by Bidder(s) attached vide “**Annexure III**”

7.2 Upon verification of the eligibility of the E-Auction Process Applicant(s), the eligible applicant shall be informed to proceed further with due diligence / site visit/ physical verification and to submit Earnest Money Deposit as per the terms of the E-Auction Process Document.

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

7.3 Interested Applicants can submit the eligibility documents immediately upon receipt of E-Auction Process Document.

7.4 Further, it should be noted that at any stage of the E-Auction process, the Liquidator may request the prospective Bidder(s) to submit additional documents to evaluate their eligibility.

7.4 After verification of the eligible applicants, a pre bid meeting may be called by the Liquidator at its office to brief them about the corporate debtor. The applicants will be informed by email to and they may attend or depute the officials with the authorized letters on scheduled time, date and venue.

PHYSICAL VERIFICATION AND SITE VISIT

- 8.1 Eligible Bidder(s) may request the Liquidator to arrange for physical verification and site visit of the assets and properties at various locations of the corporate debtor. Upon receipt of written request from Eligible Bidder(s), the Liquidator may first arrange a discussion meeting at any time prior to the closure of the E-Auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.
- 8.2 The Liquidator may coordinate to facilitate inspection / physical verification and site visit of the Properties and Assets of the corporate debtor at various locations preferably **during the period from Monday, 19th October 2020 to Thursday, 5th November 2020**. The costs, travelling arrangement etc of making any such inspection/ physical verification/ site visit shall be borne made/ borne by the eligible bidder and Liquidator shall not be responsible for any such costs/ travelling arrangement etc.
- 8.3 Each Eligible bidder may visit the site along with his team (comprising of not more 4 persons) with prior intimation to the liquidator with the details of the persons. Ordinarily the visits would be limited to 2 visits. The properties can be inspected by the prospective Bidder(s) at the site with prior appointment contacting Mr. Kishan Gopal Somani (011-41426262, 011-23277677, 9310182010) (Email: kgsomani.advance@gmail.com).

9. DUE DILIGENCE

- 9.1 The Liquidator shall endeavor to provide necessary assistance for conduct of due diligence by eligible bidders. The information and documents shall be provided by the Liquidator in good faith and in confidential mode.
- 9.2 The documents shall be kept in the **Google Drive**. Access to the Google Drive shall be provided on signing the Confidentiality Agreement and only for the eligible bidders who submit their documents and are found eligible as per the criteria mentioned in this document. The Bidder(s) may note that the Liquidator does not guarantee the correctness of any of the information, data or documents shared and shall not be responsible or liable, whatsoever, in any circumstances, in respect of any statements or omissions contained in the shared data.
- 9.3 The intending bidders, prior to submitting their bid, should make their independent inquiries regarding the title of the property, zone of the land, dues of local taxes, electricity and water charges, development charges, maintenance charges, if any, and other applicable approvals/renewals etc and inspect the property at their own expenses and satisfy themselves fully before making the bid.
- 9.4 For any assistance in carrying out the due diligence, the Liquidator Mr. Kishan Gopal Somani (011-41426262, 011-23277677, 9310182010) (Email: kgsomani.advance@gmail.com) may be contacted.

10. ASSETS TO BE AUCTIONED AND RESERVE PRICE

The corporate debtor (Advance Surfactants India Ltd- In Liquidation) has following units and assets at various locations namely:

- (i) Silvassa in U/T of Dadra and Nagar Haveli,
- (ii) Puducherry in U/T of Puducherry,
- (iii) Hooghly in West Bengal,
- (iv) Mangalore in Karnataka and
- (v) Pithampur in Madhya Pradesh.

The assets of various units at various locations of Corporate Debtor are identified as Lot wise as under and is proposed to sold along with available licenses, permits, approvals and registrations to the extent they are transferable under the applicable law on “**As is where is basis**”, “**As is what is basis**”, “**Whatever there is basis**”, and “**No recourse basis**”. The assets also include raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available) at various units respectively. The proposed E-Auction sale of assets under various Options/ Lot(s) of assets of the Corporate Debtor does not entail transfer of any other title except the title which the Corporate Debtor had on its assets as on date of transfer:

Option No	Location of Unit of Corporate Debtor (ASIL)	Identification of Assets for each Location (Land & Building, P&M and Other Assets)
1	All the assets of various units of corporate debtor of all locations (Silvassa, Puducherry, Hooghly, Mangalore and Pithampur) as a whole and as Going Concern.	All Lots 1, 2, 3, 4, & 5 (All together as a bundle) (Description of Assets, Properties etc. owned by the Corporate Debtor at all the Locations provided in Annexure-VI , forming part of this document)
2	All the assets of <u>Silvassa Unit</u> as a Whole and as Going Concern	Lot 1
3	All the assets of the <u>Puducherry Unit</u> as a Whole and as Going Concern	Lot 2
4	All the assets of the <u>Hooghly Unit</u> as a Whole and as Going Concern	Lot 3
5	All the assets of the <u>Mangalore Unit</u> as a Whole and as Going Concern	Lot 4
6	All the assets of the <u>Pithampur (Indore) Unit</u> as a Whole and as Going Concern	Lot 5

Given below is a list of various Options and Lot(s) of assets at various locations to be auctioned along with their Reserve prices

Option No/ Lot No	Nature of Auction	Description	Reserve Price (INR)	Earnest Money Deposit (INR)	Incremental Bid Amount (INR)
Option 1- The Assets of all the units of the corporate debtor of all the locations, (Silvassa, Puducherry, Hooghly, Mangalore and Pithampur) as a whole and as a Going Concern.					
All Lots of Assets of all Units (1, 2, 3, 4 & 5)	Corporate Debtor comprising All the Locations as a Going Concern	<p>(i) Silvassa Unit - (Land, Building P&M, Other Assets)</p> <p>(ii) <u>Puducherry Unit</u> (Land, Building, P&M, Other Assets)</p> <p>(iii) <u>Hooghly Unit</u> (Land, Building, P&M, Other Assets)</p> <p>(iv) <u>Mangalore Unit</u> (Land, Building, P&M, Other Assets)</p> <p>(v) <u>Pithampur (Indore) Unit</u> (Leasehold Industrial Land, Building, P&M, Other Assets)</p> <p>(Description of all above Assets, Properties etc owned by the Corporate Debtor at all the Locations provided in Annexure-VI, forming part of this document. The asset also includes raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available)</p>	17,75,00,000/- (Rupees Seventeen Crores & Seventy Five Lakhs)	60,00,000/- (Rupees Sixty Lakhs)	10,00,000/- (Rupees Ten Lakhs)
Lots of Assets 1	Option 2- The Assets of the Silvassa Unit of the Corporate Debtor as a Whole and as Going Concern				
	Silvassa Business Unit as Whole and as a Going Concern	<p>Silvassa Unit - (Land, Building, P&M, Other Assets)</p> <p>(Description of the Assets, Properties etc owned by the Corporate Debtor provided in Annexure-VI, forming part of this document. The asset also includes raw material, WIP, Finished goods,</p>	12,00,00,000/- (Rupees Twelve Crore)	40,00,000/- (Rupees Forty Lakhs)	10,00,000/- (Rupees Ten Lakhs)

		spares, stores etc (where ever applicable and available)			
Lots of Assets 2	Option 3- The Assets of the Puducherry Unit of the Corporate Debtor as a Whole and as Going Concern				
	Puduchery Business Unit as Whole and as a Going Concern	Puduchery Unit (Land, Building, P&M, Other Assets) (Description of the Assets, Properties etc owned by the Corporate Debtor provided in Annexure-VI, forming part of this document. The asset also includes raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available))	3,00,00,000/- (Rupees Three Crores)	10,00,000/- (Rupees Ten Lakhs)	4,00,000/- (Rupees four Lakhs)
Lots of Assets 3	Option 4- The Assets of the Hooghly Unit of the Corporate Debtor as a Whole and as Going Concern				
	Hooghly Business Unit as Whole and as a Going Concern	Hooghly Unit (Land, Building, P&M, Other Assets) (Description of the Assets, Properties etc owned by the Corporate Debtor provided in Annexure-VI, forming part of this document. The asset also includes raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available))	3,00,00,000/- (Rupees Three Crores)	10,00,000/- (Rupees Ten Lakhs)	4,00,000/- (Rupees Four Lakhs)
Lots of Assets 4	Option 5- The Assets of the Mangalore Unit as of the Corporate Debtor a Whole and as Going Concern				
	Mangalore Business Unit as Whole and as a Going Concern	Mangalore Unit- (Land, Building, P&M, Other Assets) (Description of the Assets, Properties etc owned by the Corporate Debtor provided in Annexure-VI, forming part of this document. The asset also includes raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available))	1,50,00,000/- (Rupees One Crore & Fifty Lakhs)	5,00,000/- (Rupees Five lakhs)	3,00,000/- (Rupees Three Lakhs)

Lots of Assets 5	Option 6- The Assets of the Pithampur (Indore) Unit of the Corporate Debtor as a Whole and as Going Concern				
	Pithampur (Indore) Business Unit as a Whole and as a Going Concern	Pithampur (Indore) Unit (Leasehold Industrial Land, Building, P&M, Other Assets) (Description of the Assets, Properties etc owned by the Corporate Debtor provided in Annexure-VI, forming part of this document. The asset also includes raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available)	70,00,000/- (Rupees Seventy Lakhs)	3,00,000/- (Rupees Three lakhs)	1,00,000/- (Rupees one Lakh)

Notes:

1. The Bidder(s) cannot place a bid for the E-Auction at a value below the Reserve price.
2. **Order of bidding will be as follows: -**
 - **First Order** - Window for E Auction sale under **Option 1** (Bid for the sale of assets of all the units located at various locations of Corporate Debtor as a whole as Going Concern will be opened.
 - **Second Order** – Window for E Auction sale under **Option No. 2** (Bid for sale of assets of Silvassa Unit as a Whole and as Going Concern), **Option No. 3** (Bid for sale of assets of Puducherry Unit as a Whole and as Going Concern), **Option No. 4** (Bid for sale of assets of Hooghly Unit as a Whole and as Going Concern), **Option No. 5** (Bid for sale of assets of Mangalore Unit as a Whole and as Going Concern) **& Option No. 6** (Bid for sale of assets of Pithampur (Indore) Unit as a Whole and as Going Concern)_will open **only if there is NO successful bid** for E-Auction under **Option 1** above
3. **The Bidder(s) can bid for any Option and/or Multiple/ Options or in any combination provided that the required Earnest Money Deposit (EMD) specified under that Option has been deposited.**
4. Further, the Bidders can increase their Bid by a minimum incremental amount as indicated against each Option in above table.
5. Cognizance should be taken of the fact that the liquidator does not give any assurance or warranty of the physical condition of assets in any of the options/ Lot of Assets and their suitability for any sort of operation that the bidder envisages.
6. Please find appended the details of underlying Assets in various options in “**Annexure VI**”

11. E-AUCTION DETAILS

Given below are the details pertaining to the proposed E-Auction under various Options

A. E-Auction dates:

- a. Wednesday, November 11, 2020 from 11.00 am to 05.00 pm (**Option No. 1**)
(in case there is no successful bidder in Option No 1, only then Bidding for options 2 to 6 will be done)
- b. Thursday, November 12, 2020 from 11.00 pm to 05.00 pm (**Options Nos. 2, 3,4,5 & 6**)

B. The Bid for Option No 2, 3, 4, 5 & 6 will begin only if there no successful bid for Option No 1. In case, there is a successful bid for Option No 1, there will be no bid for any of the options nos 2, 3, 4, 5 & 6 and these shall stand cancelled automatically without any further notice and the Earnest Money deposited under these options shall be refunded by the Liquidator. The intimation shall be sent to bidders under option 2, 3, 4, 5 & 6 by email prior to bidding.

C. In case, a bid is placed in the last 10 minutes of the closing time of the respective E-auction, the closing time will automatically get extended for another 10 minutes with a maximum of 2 extensions.

D. Last date for submission of BID documents, Eligibility Documents and EMD: Monday, 9th November, **2020** till 5.00 PM

E. For any technical support in bidding process please contact: Mr. Neeraj Gutgutia, Email: neeraj@right2vote.in, Ph. No.: +91 9920591306 with intimation to the liquidator.

12. EARNEST MONEY DEPOSIT

- a. All E-Auction Participant(s)/ bidder(s), along with or prior to the submission of their Bids, shall deposit **Interest free Earnest Money Deposit (EMD)** for the relevant Option(s). In case any Participant(s)/ Bidder(s) wish to participate for more than one Option, the required EMD for respective Option as mentioned below should be deposited to be eligible for bidding for that Option/ lot of business/ Asset(s).

EARNEST MONEY INTEREST FREE DEPOSIT

OPTI ON NO	BRIEF OF OPTION	AMOUNT (INR)	AMOUNT (IN WORDS)
1	Assets of all the units all all locations of the Corporate Debtor as a whole & Going Concern	60,00,000/-	Rupees Sixty Lakhs only
2	Assets of Silvassa Unit of Corporate Debtor as a whole & Going Concern	40,00,000/-	Rupees Forty lakhs only
3	Assets of Puducherry Unit of Corporate Debtor as a whole & Going Concern	10,00,000/-	Rupees Ten Lakhs only
4	Assets of Hooghly Unit of Corporate Debtor as a whole & Going Concern	10,00,000/-	Rupees Ten Lakhs only
5	Assets of Mangalore Unit of Corporate Debtor as a whole & Going Concern	5,00,000/-	Rupees Five lakhs only
6	Assets of Pithampur (MP) Unit of Corporate Debtor as a whole & Going Concern	3,00,000/-	Rupees Three Lakhs only

- b. No interest will be paid to the E-Auction Participant(s)/ bidder(s) in relation to the amount deposited as Earnest Money.
- c. The Earnest Money shall be paid by way of a Pay order/ Demand Draft issued by any scheduled commercial bank in India payable at New Delhi and in favor of “**Advance Surfactants India Ltd - In Liquidation**” or by way of RTGS/ NEFT in the bank account as per (d) below by 5 PM on 9th November, 2020
- d. Earnest Money may also be provided by the E-Auction Participant(s) by way of direct bank transfer (RTGS / NEFT) to the bank account specified below. In this regard, the following must be noted:

Name of the Company	Advance Surfactants India Ltd- In Liquidation
Bank Name	State Bank of India
Branch Name	1/18-B, Asaf Ali Road, New Delhi

IFSC Code	SBIN0000745
Account number	39200282284

- e. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder(s). The entire Earnest Money amount shall be remitted by the Bidder(s) from bank account owned by the Bidder(s) and not from third party's account.
- f. The refunds of Earnest Money Deposit, as applicable, shall be refunded only in the account of the bidder from where the money was remitted/ transferred.
- f. Bidder(s) shall preserve the remittance document and shall produce the same in front of the Liquidator as and when demanded.
- g. All payment made by the Bidder(s) under the e-auction shall be intimated to the Liquidator at kgsomani.advance@gmail.com

h. Forfeiture of Earnest Money Deposit from the E-Auction Applicant/ Bidder

It is be noted that the Entire Amount paid by the bidder including the Earnest Money Deposit may be forfeited at any time, upon the occurrence of any of the following events:

- If any of the conditions under this Document are breached by the E-Auction Participant(s) or in case the E-Auction Participant(s) is / are found to have made any misrepresentation; or
- If the E-Auction Participant(s) is / are found to be ineligible to submit the bid under Section 29 and Section 35(1) (f) of the IBC (as amended from time to time) or is / are found to have made a false or misleading declaration of eligibility under Section 29A and Section 35(1) (f)of the IBC (as amended from time to time); or
 - If the E-Auction Participant(s) is / are identified as the Successful Bidder(s) and it fails to pay balance sale consideration as per terms of the sale, or
 - If the E-Auction Participant(s) withdraws from the bidding process (either before or after allocation of login and pw to submit bid on portal) after depositing required eligibility documents and deposit of EMD for the proposed bid or does not bid in the E-Auction portal.

i. Set Off of Earnest Money of the Successful Bidder

The Earnest Money shall be allowed to be set-off against or used as part of the consideration that the successful bidder proposes to pay in the final payment only.

j. Default by Successful Bidder and its Results

In the event of the **successful Bidder** withdrawing his/her E-Auction Application, the Liquidator shall have the right to encash and forfeit Earnest Money Deposited by the Successful Bidder.

13. DECLARATION OF SUCCESSFUL BIDDER(S)

- 13.1 The Liquidator shall determine and at his sole discretion (which discretion shall not be used arbitrarily), declare at the end of the E-Auction, the Successful Bidder(s) for asset (s). Determination of the Successful Bidder(s) shall be done on the basis of highest bid (not below the reserve price) received via the E-Auction, unless the Liquidator determines, (with reasons to be recorded) acting reasonably, that the highest bidder shall not be identified as the Successful Bidder.
- 13.2 **Where the Earnest Money has been provided by means of a remittance to the designated bank account or by Demand Draft, such funds will be retained by the Liquidator as part payment of the consideration that the Successful Bidder has agreed to pay for his bid option.**
- 13.3 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 asset or portion thereof from the E-Auction proceedings at any stage without assigning any reason there for.
- 13.4 **Return of Earnest Money Deposit of unsuccessful bidders** - The Earnest Money Deposit of unsuccessful bidders will be returned within **10 days** from the declaration of the Successful Bidder by way demand draft or RTGS transfer of the unsuccessful bidders. Similarly, if the bid is cancelled for any reason, the EMD shall be refunded within 10 days from the close of the E Auction date.
- 13.5 **Issuance of Letter of Intent** - The Liquidator shall, as soon as reasonably possible following the end of the E-Auction, but not more than 3 days (excluding Holidays if any) from the end of E-Auction, issue to the Successful Bidder a Letter of Intent (“LoI”/ “Letter of Intent”), inviting the Successful Bidder to provide balance sale consideration (plus any applicable GST, if any, on 100% of the bid sum) within 90 (ninety) days of the date of issuance of the LoI,. This LoI per se does not confirm sale in favor of the Successful Bidder. Confirmation of sale is subject to the fulfilment of terms and conditions of E-Auction Sale and approval of the Liquidator.
- 13.6 The Successful Bidder shall, within a **period of 2 (Two) days** from the date of issuance of the LoI, unconditionally accept the LoI, and record such acceptance by providing the Liquidator with 1 (one) copy of the LoI with an endorsement stating that such LoI is, “Accepted Unconditionally”, under the signature of the authorized Director / Authorized Signatory of the Successful Bidder.
- 13.7 Failure to accept the LoI within the time period specified may result in the disqualification of the Successful Bidder along with cancellation of the LoI and forfeiture of the Earnest Money.
- 13.8 **Payment of Sale Consideration** - The Successful Bidder(s) shall deposit the balance sale consideration within 90 (ninety) days from the date of such demand. Provided that the payments

after 30 (thirty) days shall attract interest at the rate of 12% p.a. provided further that the sale shall be cancelled if full payment is not received within 90 (ninety) days.

13.9 Completion of Sale - On payment of the full amount of sale consideration and any applicable GST (if any), the sale shall stand completed, and the Liquidator shall execute Certificate of sale or Sale deed and the proceeding for transfer of the corporate debtor shall be completed to the Successful Bidder. The Certificate of sale will be issued and /or transaction / sale documents 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.

13.10 Default in payment of the balance sale consideration and any applicable GST, if any, on 100% of the bid sum by the Successful Bidder will result in disqualification of the Successful Bidder including forfeiture of Earnest Money. The bid option may be put to re-auction or sold to the next highest Qualified Bidder and the defaulting Successful Bidder shall have no claim/right in respect of such bid option.

14. FRAUDULENT AND CORRUPT PRACTICES

14.1 The E-Auction Participant(s) 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(s). Notwithstanding anything to the contrary, contained in this 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 Participant(s), if the Liquidator, at his discretion, determines that the E-Auction Participant(s) 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 Liquidator may invoke/ Forfeit the Earnest Money, without prejudice to any other right or remedy that may be available under this Document or Applicable Law.

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

- (a) **“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;
- (b) **“Corrupt practice”** shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or (ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;
- (c) **“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;
- (d) **“Restrictive practice”** shall mean forming a cartel or arriving at any understanding or arrangement among the E-Auction Participant(s) with the objective of restricting or manipulating a full and fair competition in the auction Process; and

(e) **“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.

14.3 The Bidder(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidder(s). The Bidder(s) 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(s) to execute confidentiality agreement with the Company/ Liquidator.

15. COSTS, EXPENSES AND TAX IMPLICATIONS

- 15.1 The Auction Participant(s) shall be responsible for all the costs incurred by it on account of its participation in the E-Auction Process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, due diligence etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.
- 15.2 For purpose of abundant clarity, it is hereby clarified that the E-Auction Participant(s) is / are expected to 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 Participant(s).
- 15.3 All expenses incurred towards movement / shifting of equipment(s) or any asset of the Company post the E-Auction Sale Process should be borne by the Buyer. The Liquidator shall not be held responsible / liable to pay any expenses towards such movement of any of asset(s) of the Corporate debtor.
- 15.4 The E-Auction Participant(s) shall not be entitled to receive re-imburement of any expenses which may have been incurred on account of carrying out due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction Sale Process plan.
- 15.5 The Successful Bidder shall bear all the necessary expenses like applicable stamp duties/ additional stamp duty/ registration charges, transfer charges, sub-division charges, notified area charges, conversion charges, premium, fees, etc. for transfer of property(ies) in name of the Successful Bidder(s)
- 15.6 The Successful Bidder shall bear the cess or other applicable tax i.e. GST, TDS etc.
- 15.7 The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, etc or in respect of the property(ies)/ asset(s) shall be the sole responsibility of the successful bidder
- 15.8 The E-Auction Participant(s) shall be responsible for fully satisfying the requirements of the IBC and related Regulations as well as all Applicable Laws that relevant for the sale process. The Buyer 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 acquiring the corporate debtor/ Asset(s) under the bid option..

16 GOVERNING LAW AND JURISDICTION

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

17 TIMELINES

17.1 Given below is the Timeline for the E-Auction Sale Process:

Sr. No.	Event	Timeline (Days)
1.	Public Announcement of E- Auction	Monday, 12 th October, 2020
2.	Opening of Auction Portal and E-Auction Process Information document made available on the websites as per Terms and Conditions	Monday, 12 th October, 2020
3.	Last date for submission of Bid Form including KYC, Eligibility criteria documents and EMD	Monday, 9 th November, 2020 by 5:00 PM
4.	Site Visits and Discussion Meetings	From 19 th October 2020 to 5 th November, 2020
5.	E-Auction Date and Time	Wednesday, 11th November, 2020 Only for Option-1 from 11.00 am to 5 :00 pm Thursday, 12th November, 2020 for option 2, 3, 4, 5 & 6 only if Bid under Option 1 is unsuccessful. From 11.00 am to 5 :00 pm (Under both the above cases, in case, a bid is placed in the last 10 minutes of the closing time of the E-auction, the closing time will automatically get extended for another 10 minutes for maximum of 2 extensions).
6.	Announcement of Successful Bidder	Between 12 th to 14 th November, 2020
7.	Issuance of Email/Letter of Intent (LOI) to be issued to the Successful Bidder	Within 3 days (excluding Holidays if any) following the end of E-Auction
8.	Unconditional acceptance of LOI by the Successful Bidder	Within 2 days from issuance of the LOI by the Liquidator

9.	Payment of Sale consideration by Successful Bidder(s)	The Successful Bidder(s) shall deposit the entire sale consideration within 90 (ninety) days from the date of such demand. Provided that the payments after 30 (thirty) days shall attract interest at the rate of 12% p.a. Provided further that the sale shall be cancelled if full payment is not received within 90 (ninety) days.
10.	Return of Earnest Money (EMD) for Unsuccessful Bidder(s)	Within 10 days from the declaration of successful bidder

17.2 The Liquidator reserves the right to amend the key terms of the E-Auction Process Information Document including reserve price, earnest money deposit, bid increment amounts and timelines at his sole discretion, to the extent permissible under the applicable laws and regulations.

17.3 Any information about amendments / extension of any of the timelines will be available on the E-Auction website and communicated to Eligible Bidder(s). If at any stage, during/ after the process of Liquidation, for whatever reasons, any orders/ instructions/ guidance is passed by Hon'ble NCLT /NCLAT to intervene the Liquidation process, the same shall be binding on all the bidders without having any claim of damages whatsoever.

ANNEXURE I

FORMAT FOR AFFIDAVIT AND UNDERTAKING CONFIRMING ELIGIBILITY UNDER SECTION 29A AND SECTION 35(1) (f) OF IBC

<<to be executed on Rs.100 stamp paper and notarized>>

Date: [●]

Mr. Kishan Gopal Somani

Liquidator of M/s **Advance Surfactants India Ltd – In Liquidation**

IBBI Reg. No: IBBI/IPA-001/IP-P00300/2017-18/10544

4th Floor, 3/15, Asaf Ali Road, New Delhi 110002

Sub: Affidavit and Undertaking by [●] on eligibility of [●] under Section 29A and section 35 (1)(f) of the Insolvency and Bankruptcy Code, 2016.

Dear Sir,

I [Insert name of the authorized person of the Bidder Applicant], son of/ daughter of [●], aged about [●] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [●], an authorized officer of [name of the BIDDER Applicant] having [registered] office at

[] (“BIDDER Applicant”), a term which also includes any person acting jointly with the BIDDER Applicant), on behalf of the BIDDER Applicant, do solemnly affirm and state to Mr. Kishan Gopal Somani, the Liquidator of **Advance Surfactants India Ltd – In Liquidation** (“Company/Corporate Debtor”) as follows:

1. That the BIDDER Applicant or any person acting jointly with the BIDDER Applicant or in concert with BIDDER Applicant or any person who is a ‘connected person’ (as defined under the Insolvency and Bankruptcy Code, 2016 (“Code”),
 - a) Is eligible to be a resolution applicant as per its meaning under the Code;
 - b) Is not an un-discharged insolvent;
 - c) Is not a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - d) at the time of submission of the BID, doesn’t have an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the date of commencement of the liquidation process of the corporate debtor:

Provided that the person shall be eligible to submit a bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid;

Provided further that nothing in this clause shall apply to BIDDER Applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

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

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

- e) Has not 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;
- f) Is not disqualified to act as a director under the Companies Act, 2013 (18 of 2013): Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
 - g) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
 - h) Has not 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 resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such E-Auction Sale Process Applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;
 - i) Has not 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;

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

k) does not have a connected person not eligible under clauses (a) to (i)

Explanation I - For the purposes of this clause, the expression “connected person” means

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

Provided that nothing in clause (iii) of this Explanation I shall apply to BIDDER Applicant where such applicant is a financial entity and is not a related party of the corporate debtor,

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

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

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to the min 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);
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
- (f) such categories of persons as may be notified by the Central Government.”

2. That the BIDDER Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
3. That in the event any of the above statements are found to be untrue, incomplete or incorrect, then the BIDDER Applicant unconditionally agrees to indemnify and hold harmless the Liquidator against any losses, claims or damages incurred by the Liquidator on account of such ineligibility of the BIDDER Applicant.
4. That the list of the connected persons of the BIDDER Applicant set out in hereto is exhaustive and complete in all respects and the names of all the connected persons of the BIDDER Applicant have been set out thereunder without any omission whatsoever
5. I declare and undertake that in case [name of BIDDER Applicant or the person acting jointly with it or any of the connected person(s)] becomes ineligible at any stage during the Liquidation Process; it would inform the Liquidator forthwith on becoming ineligible.
6. I also undertake that in case [name of BIDDER Applicant or the person acting jointly with it or any of the connected person(s)] becomes ineligible at any time during the auction/bid process for sale of Lot(s) of assets of the Company including after submission of Earnest Money Deposit (“EMD”) towards bid, then the EMD would be forfeited and the same would be deposited in the account of **Advance Surfactants India Ltd – in Liquidation**
7. I also further confirm and undertake that my bid Amount will remain binding unless rejected by the Liquidator.
 8. I also confirm that I shall not withdraw from the bidding process (either before or after allocation of login and pw to submit bid on portal) after depositing required eligibility documents and deposit of EMD for the proposed bid or does not bid in the E-Auction portal and in case, I do so, I confirm and undertake that my EMD deposited in this connection is liable to be forfeited.
 9. I Shall submit my bid from the Login and PW to be provided by the Liquidator or E Auction Facilitator and in case I do not bid, my EMD shall be liable for forfeiture without any further recourse.
10. I confirm to abide by the terms and conditions of the Bid, as described in the Bid Document, more particularly for the forfeiture clause of the EMD.
11. I confirm that the said declaration and disclosure is true and correct, and I agree to compensate the Liquidator for any cost incurred in relation to ascertaining the veracity of this declaration.
12. I am duly authorized to submit this declaration by virtue of [●]. The said document is true, valid and genuine to the best of my knowledge, information and belief.

(DEPONENT)

VERIFICATION

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

(DEPONENT)

ANNEXURE II
BID APPLICATION FORM

Date:

Dear Sir,

I am desirous in participating in the E-Auction Under Option no 1, 2, 3, 4, 5 or 6 (please tick whichever is/are applicable) of **Advance Surfactants India Ltd – In Liquidation** located at **ALL/SILVASA/ PUDUCHERRY/ HOOGHLY/ MANGALORE/ PITHAMPUR** (please tick whichever is/are applicable) forming part of Liquidation Estate formed by the Liquidator, appointed by the Hon'ble National Company Law Tribunal, New Delhi Bench vide order dated 14th January, 2020.

Details of Corporate Debtor:

Name	Advance Surfactants India Ltd – In Liquidation
Account Number	39200282284
Bank Name	State Bank of India
Branch	1/18-B, Asaf Ali Road, New Delhi
IFSC Code	SBIN0000745

Details of Bidder(s)

Name of the Bidder	
Constitution of Bidder	
Contact No. (Mobile & landline)	
Email ID	
PAN No.	

Details of Asset: Assets, Properties etc of the unit(s) as for the relevant option as mentioned in the E-Auction Process Information Document.

Lot (s) of Assets in sale notice for which Earnest Money deposited	
--	--

Sl No	Name of Location	Option No	Required Amount (INR) of Earnest Money	Amount (INR) deposited as Earnest Money
1	All Assets of the all units of the Corporate Debtor as a whole & Going Concern	1		

2	Assets of Silvassa Unit in U/T of Dadra and Nagar Haveli, as a whole & Going Concern	2		
3	All Assets of Puducherry Unit in U/T of Puducherry, as a whole & Going Concern	3		
4	All Assets of Hooghly Unit in West Bengal as a whole & Going Concern,	4		
4	All Assets of Mangalore Unit in Karnataka as a whole & Going Concern	5		
5	All Assets of Pithampur Unit in Madhya Pradesh as a whole & Going Concern	6		

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.

Place:

Date:

Signature

(Seal in case of company / firm)

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

In addition to the E-Auction Process Information Document, following terms and conditions apply:

1. E-Auction 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 M/s Right2 Vote Infotech Private Limited The complete E-Auction Process Information Document containing Terms and Conditions of E- Auction, E- Auction Bid form, Eligibility Criteria, Declaration by Bidders, Description of Assets etc. are available on website <https://right2vote.in> Contact: Mr. Neeraj Gutgutia, Email : neeraj@right2vote.in , Ph. No.: +91 9920591306 and also on www.kgsip.com, Interested bidders will have to search for the mentioned company using the Company’s name (**Advance Surfactants India Ltd- In Liquidation**).
2. The intending bidders are required to deposit Earnest Money Deposit (EMD) amount by **Monday, 9th November, 2020** till 5.00 PM either through Demand Draft/NEFT/RTGS in the Account of “**Advance Surfactants India Ltd - In Liquidation**”, Account No.: 39200282284, State Bank of India, Branch: 1/18-B, Asaf Ali Road, New Delhi, IFSC Code – SBIN0000745,

drawn on any Scheduled Bank. Payment of EMD by Bank DD is required to be deposited by **Monday, 9th November, 2020.**

3. The Name of the intending Bidders eligible to participate in E-auction on the portal (<https://right2vote.in>) shall be identified by the Liquidator and the E-auction service provider will provide User ID and password by email to eligible bidders prior to the bidding. In case, they do not receive, they may contact the liquidator by sending email promptly.
4. The EMD (Interest Free) of the Successful Bidder shall be allowed to be set-off against or used as part of the sale consideration in the final payment only and the EMD of unsuccessful bidders shall be refunded with 10 (ten) days.
5. In case bid is cancelled, the earnest deposit of the bidder shall be refunded.
6. The Successful Bidder shall bear the applicable stamp duties/transfer charge, fees etc. and all the statutory / non- statutory dues, taxes, rates, assessment charges, fees etc. in respect of the property put on auction. The sale certificate/agreement will be issued in the name of the successful bidder only and will not be issued in any other name.
7. 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 table above.
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 thereof.
9. The sale shall be subject to provisions of Insolvency and Bankruptcy Code, 2016 and Regulations made there under and any order, directions passed by Hon'ble NCLT/NCLAT.
10. E-auction date & Time : **Wednesday, 11th November, 2020 for Option-1 and if Option -1 does not succeed, the Thursday, 12th November, 2020 for Option 2, 3, 4, 5 & 6.** It will commence at 11.00 as per the details mentioned under clause 17 (with maximum of 2 extensions of 10 minutes each).
11. The Bidders 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 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 details of assets and properties owned by the corporate debtor under sale 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.
12. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.

13. 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.
14. The e-Auction/ bidding of 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 offer in multiple of amount mentioned under the column “Bid Increment Amount” against bid. In case bid is placed in the last 10 minutes of the closing time of the e-auction, the closing time will automatically get extended for 10 minutes for a maximum of 2 extensions.
15. The decision of Liquidator on declaration of successful bidder shall be final and binding on all the Bidders.

Date:

Place:

ANNEXURE III

DECLARATION BY BIDDERS(S)

To,
Mr. Kishan Gopal Somani
The Liquidator,
Advance Surfactants India Ltd- In Liquidation

Sir,

1. I / We do hereby state that I/We have read the entire terms and conditions governing the auction of Assets of **Advance Surfactants India Ltd (In Liquidation)**, as specified in the E-Auction Process Information Document dated 8th October, 2020 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 and the deposit towards purchase price have been made by me/us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I/ We further understand and agree that if any of the statement / information revealed by me/us is found to be incorrect and / or untrue, the bid submitted by me/ us is liable to be cancelled and in such case, the Earnest Money and / or any monies paid by me/us is liable to be forfeited by the Seller and that 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 company as a whole on going concern basis (comprising all assets and 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 and other monies paid by me/us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within stipulated timeline, the liquidator shall forfeit Earnest Money.
5. I/ We understand that the Earnest Money of all Bidders shall be retained by the Liquidator and returned only after the conclusion of the auction process as per the timelines mentioned. I/We, state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

6. I/ We confirm that our participation in the e-auction process, submission of bid or acquisition of the company/ Assets pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/ us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.
8. I/ We also undertake to abide by the additional conditions if announced during the e-auction including any announcement (s) on correction of and/ or additions or deletions to the time of auction portal and Assets being offered for sale.
9. I/We confirm that the Seller and/or his professional advisors, affiliates, directors, employees, agents, representatives or managers of the process, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A and Section 35(1) (f) of the Insolvency and Bankruptcy Code, 2016 (as amended from time to time)

(Signature)

Name:

Address:

Email ID:

Mobile:

ANNEXURE IV

TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE PROCESS

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders must register with the e-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of Earnest Money will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property/Asset.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/ rectify their bid if required before confirming the bid submitted.
5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Affidavit and declaration as per the format set out in Annexure I and Annexure III 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 who is duly authorized to sign the same.
8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the E-Auction Process Information 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 Earnest Money amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the e-auction for each Asset, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-Auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.

12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.
13. The conditions of Forfeiture of EMD as defined in the E-Auction Process Information Document shall apply to all the bidders.

ANNEXURE V

LETTER OF INTENT

To,

[name to be inserted]

[address to be inserted]

Attn. []

Re: E-Auction sale of assets of Corporate Debtor as a whole and as going concern comprising of all its five locations (Option No 1) or unit(s) located at All locations/ Silvassa/ Puduchery/Hooghly/Mangalore/ Pithampur of **Advance Surfactants India Ltd (In Liquidation)** conducted on _____.

Dear Sir/ Ma'am,

1. With reference to the above, successful bid was submitted by yourself _____ (“Successful Bidder”) in relation to E-auction sale of Asset (Asset) of **Advance Surfactants India Ltd (In Liquidation)** (“Company”) auctioned on _____.
2. You are requested to confirm your acceptance of this Letter of Intent (LoI) within 2 (two) days of the date of issuance hereof with an endorsement stating that this LoI is, “Accepted Unconditionally”, under the signature of the authorized director / authorized signatory. Within 90 (ninety) days from the date of issuance of this LoI, you shall pay an aggregate amount of INR _____ as the sale consideration towards purchase of assets _____ (“Sale Consideration”) plus any applicable GST, if any, on 100% of the Sale Consideration, demand as set out in the schedule to this LoI. Please note that, failure to accept this LoI within the time period specified may result in your disqualification as the Successful Bidder along with cancellation of this LoI and forfeiture of the Earnest Money deposited, in relation to the captioned transaction issued by the Liquidator (“E-Auction Process Information Document”).
3. The Liquidator agrees that simultaneously upon full payment of Sale Consideration and any applicable GST, if any, the Liquidator shall execute a deed of sale in your favor for conveyancing on “as is where is”, “as is what is”, “whatever there is” and “no recourse” basis of the specified Asset, without any representations and warranties on the part of the Liquidator for any encumbrances / statutory liabilities etc. in relation to Asset owned by the corporate debtor.
4. This LoI is not a sale confirmation letter and is issued without prejudice to other terms and conditions of the E-Auction Process Information Document. The issuance of this LoI shall not be deemed to be conveying any right, title or interest in the Company or in any manner granting any right against the Liquidator, or their representatives and advisors, except to the extent any right has been created under this LoI.

5. In the event you are found to have made any misrepresentation, wrongful disclosure or misleading declaration of eligibility, this LoI may be revoked and on account of such revocation you shall have no right under this LoI.
6. Any contravention of the terms of this LoI, including non- acceptance of the contents hereof within the stipulated time period, shall lead to cancellation of this LoI, unless otherwise provided in the E-Auction Process Information Document.
7. You shall keep the contents of this LoI confidential, save and except where any disclosure is required under applicable laws or a disclosure is required for securing financing or to your professional advisors and financiers, who are in each case required in the course of their duties to receive and consider the same for the purpose of advising you in relation to the transaction.
8. This LoI shall be governed by, and construed in accordance with, the laws of India and the National Company Law Tribunal, New Delhi Bench shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this LoI.
9. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the E-Auction Process Information Document.

You are requested to unconditionally accept this LoI by countersigning this LoI and returning the same to me.

Yours faithfully,

Liquidator

Unconditionally agreed and accepted by:

For

Authorized Signatory _____

ANNEXURE VI

DESCRIPTION OF ASSETS, PROPETIES ETC OWNED BY THE CORPORATE DEBTOR AT VARIOUS LOCATIONS

The Corporate Debtor has units at five locations (detailed below) and owns Assets & properties etc at various locations. **These are identified as Lot wise as under and forms part of Liquidation Estate.** The corporate debtor is proposed to be sold along with available licenses, permits, approvals and registrations to the extent they are transferable under the applicable law on “**As is where is basis**”, “**As is what is basis**”, “**Whatever there is basis**”, and “**No recourse basis**”. The asset also includes raw material, WIP, Finished goods, spares, stores etc (where ever applicable and available and may not have been detailed hereunder). The proposed sale of assets of corporate debtor comprising the Assets, properties etc at various locations does not entail transfer of any other title except the title which the Corporate Debtor had on its assets as on date of transfer:

Sl No	Name of Location of Unit of Corporate Debtor (Advance Surfactants India Ltd- In Liquidation)
1	Silvassa in U/T of Dadra and Nagar Haveli, Survey No. 380/1/1, Village Galonda, Jaripada, Kilvani Road, Silvassa, Dadra and Nagar Haveli – 396230
2	Puducherry in U/T of Puducherry, RS-9/3 & 9/4, Mangalam Main Road, Vadamangalam, Palli Thennal P.O., Kandmangalam (VIA), Puducherry 605102
3	Hooghly in West Bengal, DAG No. 252 & 432, P.S. Polba, Dist. Hooghly, West Bengal – 712102
4	Mangalore in Karnataka , Plot No. 450, Baikampady Industrial Area, New Mangalore, Karnataka-575001
5	Pithampur in Madhya Pradesh, Plot No. 33, Sector-II, Pithampur Industrial Area, Pithampur, Dist., Dhar Madhya Pradesh- 454775

Sl No	Name of Location of Unit of ASIL	Identification Lot for Land, Building, P&M and Other Assets
1	Silvassa Unit in U/T of Dadra and Nagar Haveli,	Lot-1
2	Puducherry Unit in U/T of Puducherry,	Lot-2
3	Hooghly unit in West Bengal,	Lot-3
4	Mangalore unit in Karnataka	Lot-4
5	Pithampur in unit Madhya Pradesh	Lot-5

SILVASA UNIT (UT DADRA & NAGAR HAVELI) (LOT-1)			
Assets	Particulars of Assets, Properties etc		
Land & Building etc	Land	S No 380/1/1 S N 380/1/4	21600.00 SQ.MT. Area 4500.00 SQ.MT. Area Deduct area for Exchange Deed in the name of M/S Sai Developer 792.00 SQ.MT. Area Total Land Area in Possession = 25308 Sq Mtr
	Satellite Coordinates	Latitude Longitude	20.2882794046686 73.07375907897
	Address	Survey No. 380/1/1, Village Galonda, Jaripada, Kilvani Road, Silvassa, Dadra and Nagar Haveli – 396230	
	Details of roads abutting the property viii. Description of adjoining property ix. Plot No. Survey No.	Kilvani – Galonda Road	
	Ward/Village/Taluka	Galunda Village, Ta D.N.H	
	Sub- Registry/Block	Sub Registry	
	District xiii Any other aspect	U.T. of D.N.H.	
	Boundaries of the Plot	East: S.NO. 382/2, West: Road North: Road South: Road	
	Boundaries of the Survey no. 380/1/1 Plot	East: S.NO. 380/1/3 & 380/1/4 , 380/1/2 West: S.NO 382/1 & 380/4 North: S.NO 383/4 & 379 South: S.380/1/3 (Road) 382/1/3	
	Boundaries of the Survey no. 380/1/4 Plot	East: S.NO. 380/1/2, West: Adj Property North: Roads & S.No. 380/1/3, South: S.no. 409/1 & 409/2	
Ownership Documents Sale Deed, Gift Deed, Lease Deed	Sale Deeds		

Ordinary status of freehold or leasehold including restrictions on transfer	Freehold
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Infrastructure Availability

a)	Description of aqua infrastructure availability in terms of	
	I) Water Supply	Personal Bore well
	II) Sewerage/Sanitation System Underground of Open	Septic tank & Soak pit Under ground
	III) Storm water drainage	Maintained by pipes & culverts and rain water harvesting
b)	Description of other physical infrastructure facilities viz.	
	i) Solid Waste Management	Carting away from place
	ii) Electricity	Supplied by Local E Board
	iii) Road and public transport connectivity	Pvt. And Public
	iv) Availability of other public utilities nearby	Pvt. And Public
c)	Social Infrastructure in terms of	
	i) School	Available
	ii) Medical facilities	Available
	iii) Recreational facility in terms of parks and open space	Available

Engineering aspects

a)	Type of construction	R.C.C & A.C.C. Shed, Office building
b)	Material & technology used	Bick , Cement & MS Bar`s, concrete block and fabricated structure
c)	Specifications	Maintained
d)	Maintenance issues	OK
e)	Age of the building	Different of each building Average 15 years
f)	Total Life of the Building	50 Years
g)	Extent of deterioration	Not much, extension & renovation is being done
h)	Structural Safety	Ok
i)	Protection against natural disaster viz. earthquakes	---
j)	Visible damage in the building	Not Much
k)	System of Air Conditioning	Split A.C.in Office
l)	Provision of firefighting	Maintained

	Buildings	ACC & RCC	Class-I
	Total Building Area	2006 year	72950 Sq Ft
	Details of Building	Building of AOS Plant, Alum Plant, Sulphonation Plant, Generation System (3 floors), Store/workshop, DG Room, P.C.C. room, M.C & Boiler room, Melter Pit, Pump Root. Tower platform, toilet block, shelter shed, office block (3 floors), Time office & waiting room, Package boiler system, Air drying system, Nutrilization plant, Compound wall, MS Gate, Trimix internal roads, Weigh Bridge & cabin, Wood fixture & Interior decoration, Civil work for heavy RCC foundation for plant & machinery, Material storage tanks etc	

BUILDING DETAILS

S.NO	DESCRIPTION	ROOFING	AREA IN SFT
1.	Old existing AOS Plant	ACC Sheet	6778.80
2.	Alum Plant	ACC Sheet	9684.00
3.	Sulphonation Plant	ACC Sheet	6155.37
4.	Generation system (GF+FF+SF)	ACC Sheet	1355.33
5.	Store Workshop	RCC Slab	2279.61
	li	ACC Sheet	4497.68
6.	D.G. Room and P.C.C. Room	RCC slab	2205.80
7.	M.C. & Boiler Room	ACC Sheet	1291.2
8.	Melter Pit	ACC Sheet	895.45
9.	Pump roo/tower plate form	RCC slab	748.90
10.	Toilet Block	RCC slab	273.41
11.	Shelter Shed	ACC Sheet	1186.29
12.	Office Bldg. (GF+FF+SF)	RCC slab	6233.81
13.	Time office and waiting room	RCC slab	324.20
14.	Package Boiler system	ACC Sheet	728.13
15.	Air drying system	ACC Sheet	1375.13
16.	Nutrilization Plant	L.S.	860.80
17.	Compount wall, M.S. gate , Trimix internal road and paving etc.		L.S.
18.	Wooden fixtures and interior decoration in office sitting area for directors, executives and staff members and laboratory		L.S.
19.	Weight bridge and cabin	RCC slab	12.25

20.	Civil Work for heavy rcc foundation for the plant m/c finished goods and raw material storage tank etc.	L.S.	L.S.
Plant & Machine ries, Assets etc	P&M, Amenities, Assets	Heat Exchangers, Plastic drums, Hoper, Motors, Pump set, Pump assembly, Process lab storage tank, water tank, oven, drain tank, Boiler, Cylinders, Scrap materials, DG set, Suphuric Acid tanks, Hydrolyser tanks, Cyclone tanks, Hoper, Cooling Tower Chiller, Gas tank, 4 th Economizer, Furnace and boiler 40kg, Electric boiler with 180hp motor, 2 nd Economisers, Vas, Blower, LABSA reactor, chimney, RM, ADU Panel, ETP, DM Plant, FG Drums, DG 625 KVA, 525 KVA, 250 KVA, 150 KVA, Baat, Absorbers, Sulpher heater & economisers	

PUDUCHERRY UNIT (LOT-2)			
SI No	Particulars of Asset		
Land	Land	Freehold Industrial	2.15 Acres (93654 Sq. ft.)
	Address	R.S. No 9/3, Mangalam Road, Pallithennal Post, Vadamangalam, Puducherry- 605102	Presently occupied Part by owner and part by Tenant
	Satellite Coordinates	Latitude Longitude	11.9037066871927 79.73839368671
	Character of locality	Industrial	
	Road available	30'0"	
Buildin g	Buildings	RCC Framed Structure	Class-I
	Total Building Area		17568 Sq Ft
	Appearance of Building	Common	
	Maintenance of Building	Good	
	Year of Construction	2004 to 2012	
	FLOOR	YEAR OF CONSTRUCT ION	ROOF
			Plinth Area (Sq. ft) Main Portion
	Power Room	2004	RCC 100
	Security Office cum Admn. Block-GF	2004	RCC 926
	FF- Office	2004	RCC 979
	Factory Shed – Office Block -FF	2004	RCC 1615
	Factory Building-GF	2004	RCC 4692
	Side Projections in Main Shed-GF	2012	RCC 1609
	Main Shed – Annexure -GF	2012	RCC 1989
	FF	2012	RCC 1989
	SF	2012	RCC 1989
	Steel Truss shed	2013	AC 1680
		Total	17568 Sq.ft

Plant & Machinery, Assets etc	P&M, Amenities, Assets Weigh Bridge, Open Staircase & Hand rail, Compound wall (725+261Rft), Steel staircase, Power room, Steel Truss Shed, Interior Decorations, Bore Well with Pump, Steel Gate, Drainage, Electrical Fittings, Heat Exchangers, Main Control Panel, Reactors, Pumps, Cooling Tower (2), Cooling Tower (big-1), Dry Tank/ Storage, DG, Storage Tank Motor, Acid Tanks etc.
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Other Assets, Services & Other Items

Particulars	
1. Weigh Bridge	
2. Open Staircase & Hand Rail	
3. Ward robe , Showcases, Wooden cupboards	
4. Interior Decorations	
5. Steel Staircase	
6. False ceiling works	
7. Power Room	
8. Steel Truss Shed- 168@ Rs175/Sq.ft	
9. Water supply arrangements - Bore with pump-250Rft@Rs 250/Rft, Underground sump, Overhead water tank	
10. . Drainage arrangements (Septic tank)	
11. Compound Wall-725+261 Rft	
12. Earth Filling & Pavement	
13. Steel Gate	
14. EB Deposits, Water Deposits ,Drainage deposits etc	
15. Electrical Fittings & others	
Description	Qty
Storage Tank	13
Acid Tank Pump	1
Storage Tank Motor	1
Pump	4
Weigh bridge	1
Reactor	5
Pump Pipe	12
Heat Exchanger	1
Main Control Panel	1
Tank (Acid, Lab & Water)	8
Dry Tank/ Storage	4
Cooling Tower	2
Cooling tower big	1
Data Storage & Transfer Tower	1

DG	1
Motor	3

Description	Qty	Capacity
Scrap Rods, Pipes & other materials	150 Kg	
Scrap Pipes	200 Kg	
Drums	15	100 Ltr
Fire Extruder	2	
Table	16	
Almira	5	
Rack	6	
Wooden rack	2	
Chair	10	
Metal Pipes	4	70 kg each
Reactor Pump	1	
Water Tank	2	500 ltr & 200 ltr
Plastic Water Bottle	9	
Window AC	2	1.5 ton
Wifi Modem	1	
Wifi Router	1	
Monitor	1	
Weighing Machine	1	
Date Transfer Box	1	
Three Seater Sofa	1	
Steel Box	10	
Steel Staircase	LS	
Drainage Arrangement	LS	
Steel Gate	LS	
EB Deposit, Water Deposit, etc	LS	
Steel Table	1	

HOOGHY (WEST BENGAL) UNIT (LOT-3)			
SI No	Particulars of Asset		
Land	Land	Freehold Industrial	2.10 Acres
	Address	DAG No. 252 & 432, P.S. Polba, Dist. Hooghly, West Bengal – 712102	
	Location of Property a) Plot No./Survey No. b) Door No. c) T.S. No./ Village d) Ward/Taluka e) Mandal/ District	Mouza-Kashwara, R.S-167, L.R-62, R.S khatian no-957,250, L.R. Khatian no-75&104,501, R.S & L.R Dag no-252,432,P.O-Kashwara, P.S. Polba, Dist.-Hooghly, Pin-712102, West Bengal	
	Satellite Coordinates	Latitude – 22.9156713790024 Longitude – 88.29491436481	
	Development of surrounding Areas	Developed	
	Level of land with topographical conditions	Level Land	
	Type of use to which it can be put	Industrial	
	Corner Plot or intermittent plot?	Intermittent Plot	
	Road facilities	Available	
	Type of road available at present	Asphalt Road	
	Width of Road- Is it below 20ft. Or more than 20 ft.	Above 20 ft.	
	Is it a Land-locked Land?	No	
	Water Potentiality	Available	
	Underground sewerage system	No	
	Power supply is available in the site	Available	
Advantages of the site	The Plot is abutting Khanpur road. It is only 5 km from Delhi Road & 8km from Chuchura railway station. All the civic amenities are within 2 kms (approx)		
Area of Plot	2.10 Acre		
Buildings	Buildings	RCC	Class-I
	Total Building Area		3741 Sq Ft
	Year of Construction	2009	
	Details of Building	Security Room & Time office, Weigh Bridge, Electricity room, Sub Station,	

		Production Shed, Boundary wall with MS gate (1200Rft)
	Description	Area (In Sft.)
	<u>Security Room & Time office – Year 2009</u> Single storey RCC roof Brick built, Wooden doors and windows, IPS floor	36
	<u>Weigh Bridge Year 2009</u> Single storey RCC roof Brick built, Wooden doors and windows, IPS floor	105
	<u>Electricity Room (meter room) Year 2009</u> Single storey RCC roof Brick built IPS floor	600
	<u>Sub Station Year 2009</u> Single storey RCC roof Brick built, Wooden doors and windows, IPS floor	600
	<u>Production Shed Year 2009</u> Double slope AC Roof on angle iron structure, brick and AC cladding wall	1200
	Boundary wall- (10') & M.S gate <u>Year 2009</u>	1200 rft
P&M, Assets etc	P&M, Amenities, Assets : Chemical Process Pump, Motors, Cooling Tower, Monoblock Pump, Chemical Process Pump, Weigh Bridge (6), Electronic display, Process vessel tank, heat exchanger, Pumping station, Process tank, spares of machinery, Chemical process tank, MS Plate, DG set 320 KVA, L&T changeover panel	

Plant & Machinery, Other Assets

SNo.	Particulars	Qty	Year of Installation
1	Chemical Process Pump	2	2009
2	Motor	3	2009
3	Cooling Tower	1	2009
4	Monoblock Pump	1	2009
5	Chemical Process Pump	2	2009
6	Weigh Bridge	6	2009
7	Electronic Display	1	2009
8	Process vessel Tank	2	2009
9	Heat Exchanger	1	2010
10	Pumping system	4	2010
11	Process Tank	3	2010
12	Spares Of machinery	1 lot	2010
13	Chemical Process Pump	2	2010
14	Chemical Process Pump	3	2010
15	Chemical Process Pump	2	2010

16	Spares of Machinery	Lot	2011
17	Mechanical Seal Set	6	2012
18	MS Plate		2012
19	Spares of Pumps	1 lot	2014
20	Heat Exchanger	1	2014
21	Colling Tower		2014
22	Weigh Bridge Digitizer	1	2014
23	Spares of Pumps	Lot	2015
24	P.G Set 320 KVA		2010

MANGALORE (KARNATAKA) UNIT (LOT-4)				
SI No	Particulars of Asset			
Land	Land	Freehold Industrial	2115 Sq Mtr or 22765.86 sq. ft, is acquired by the company	
	Address	Plot No 450, S.No 16, Baikampady Industrial Area, Baikampady Village, Mangalore Taluk, Dakshina Karnataka		
	Satellite Coordinates	Latitude – 12.9562447028506 Longitude – 74.82989452779		
Buildin g	Buildings	Granite Flooring	2001 year	
		RCC AC Sheet roofing over M S Framed Structure, Door & Windows- Rolling Shutter/ Aluminum	1114 sft RCC 1931 sft AC Sheet roofing	
	Plinth Area	3045 Sft - 1114 Sft (R.C.C), 1931 Sft (A.C sheet roofing)		
	Flooring:	Granite flooring		
	Doors & windows:	Rolling Shutter Aluminum windows		
		Description	Year of Construction	Area in Sq. Ft.
		Factory Building- GF	2001	1160
		Factory Building- FF	2001	1160
		Shed	2001	168
	Shed Mezzanine	2001	168	
	DG Set Building	2001	180	
P&M, Assets etc	P&M, Amenities, Assets: Structure Housing sulphuric tank (MS Sheet), Strap Storage Room, DG set (RCC), Car Shed, Security Room (RCC), Fiber Reinforced plastic (2), Cooling Tower-120 TR, Motors, Pumps with Accessories, Heat Exchangers, Weigh Bridge 80 Ton, Reactor (Steel Fabricated),			
	Description	Qty		
	Fiber reinforced plastic	2		
	Cooling Tower- 120 TR	1		
	Motors	5		
	Motors	1		
	Pump with accessories (PPH-P3)	2		
	Pump driven pump	5		
	Heat Exchangers	1		
	Heat Exchangers	1		

Weigh bridge 80 Ton	1
Reactor (Steel Fabricated)	3
Spent Tank (Fibre)	1
Spent Tank (Steel) Kept horizontally on the top	2
LAB Tank (steel)	2
98% Acid Storage Tank (Steel) horizontally kept at GF	2
Water tank (Suntax)	4
Acid Tank (Steel)	4
LAB Tank (steel)	4
Electrical Panel	1

PITHAMPUR (MADHYA PRADESH) UNIT (LOT-5)			
SI No	Particulars of Asset		
Land	Land	Leasehold Industrial	3060 Sq Mtr
	Address	Plot No 33, Sector-II, Industrial Area Pithampur, District Dhar (Madhya Pradesh)	
	Satellite Coordinates	Latitude – 22.6254389532999 Longitude – 75.67913688719	
	The entire plot of land measuring 3060 Sq. Meters, which is equivalent to 32937.84 Sq. Ft. situated at Industrial Growth Centre Pitampura. As per the Lease Deed, the said land parcel is acquired by the company by way of executing a Lease deed with the Governor of Madhya Pradesh as on 11.08.1997, for the period of 99 years. An order dated 25-8-2014 has been issued by MP Audhyogik Kendra Vikas Nigam (Indore) Ltd cancelling the lease deed due to inoperation of the unit. A demand of Rs. 217,834/- has been raised for arrears of lease rent and other dues.		
	Adjoining Properties		
	East	Plot no. 34 & 39	
West	Road		
North	Road		
South	Road		
Buildin g	Building Office Main P&M Shed, Sulfuric acid tank shed, Weigh Bridge office & DG Room, Cement Concrete in open area, Boundary wall 208mt x 1.65 mt,		

S.No.	Building Description	Year of Construction	Area in Sq. Ft.
1	Factory Building- GF	1997	1453.14
2	Factory Building - GF	1997	1453.14
3	Shed	1997	1614.6
4	Shed	1997	1291.68
5	Room	1997	161.46
6	Weighbridge Room	1997	129.17

Plot	3060 sqmt. (51mt*60mt)
Office & Slurry storage (G+1)	300 sqmt. (Steel & brick walls)
Main Plant & Machinery shed	150 sqmt. .(Steel structure)
Sulfuric acid tank shed	121 sqmt. .(Steel structure)
Generator room	9.0sqmt. (R.C.C.)
Weigh bridge office & D.G. Room	18.0 sqmt (RCC)
Boundary wall 208mt*1.65mt	343.20 sqmt

Cement concrete in open area	2400 sqmt
Two main gates & UG Tank	

P&M and other Assets :

P&M and other Assets	Slurry Storage, Spent Acid Tank, Generator, Lab Tank, LABSA 90% tank etc
Description	Qty
Weigh Bridge	1
Generator	1
Lab Tank	1
Acid Tank	2
Spent Acid Tank	1
LABSA 90% Tank	2
Spent Acid Tank	1
Reactor	3

APPENDIX- A

M/s ADVANCE SURFACTANTS INDIA LTD. (ASIL)- IN LIQUIDATION

Business activities, Product, Applications, Technical Details of Process, Strengths and Challenges, Market Outlook & Opportunities, Key Challenges of the Industry etc

(A) Background of Business Activities

M/s Advance Surfactants India Ltd – In Liquidation. (ASIL) was engaged in the manufacture of Linear Alkyl Benzene Sulphonic Acid (LABSA), Linear Alkyl Sulphonator (LAS) and Alum which form input to the detergent industry. LABSA is a major raw material used in the detergent industries to produce household detergent powder, detergent cakes, liquid soap formulations etc. It is also used as a cleaning agent in numerous industrial applications. LABSA is also used in pesticides. Due to its high active matter, quick dissolving ability with water and low salt content, it finds its way into a variety of formulations. It is a fully neutralized compound, which can be directly used in formulations to provide effective detergent solutions. Its availability in dry/semi dry form such as paste, noodles and powders improves its transportation and usage in the industry.

The key ingredients used in production of LABSA are LAB, Sulphur and Sulphuric acid. LABSA is manufactured by sulphonating the LAB. LABSA is consumed in the form of either LABSA-90% (i.e. LABSA with 90% concentration) or LABSA-96%. The production of LABSA-90% & LABSA with 96% concentration is a technology intensive process mostly based on technology available from international suppliers. ASIL also produced Spent Acid, a byproduct in the process of production of LABSA. The spent acid is used in the fertilizer industry

ASIL according to the last information available had five manufacturing units at the following locations, with an installed capacity of 1,81,000 MT per annum, Silvassa- 120,000 MT, Pondicherry- 30,000 MT, Hooghly (West Bengal)- 15,000 MT, Mangalore- 16,000 MT and Pithampur (MP)- 20,000 MT. The Pithampur unit was in-operational.

ASIL was the largest Sulphonator in the country as per the information available. It produced LABSA through an indigenously designed technology that is widely used in formulation of all types of synthetic detergent powders, liquids, and cakes. LAS is a fully neutralized component that can be directly used in formulation of detergent. ASIL was an R&D focused organization being the first in the country to improve the active matter content of LABSA from 85% to above 96% through Sulphuric Acid route. ASIL used wet route as well as dry route technology for production of

LABSA. It has developed capability to supply LABSA with superior quality parameters as compared to its competitors.

(B) Product, Applications, Technical details and Sulphonation Process:

Product - Linear Alkyl Benzene Sulphonic Acid (LABSA) and Linear Alkyl Sulphonator (LAS)

Linear Alkyl Benzene Sulphonic Acid (LABSA) is a major ingredient of Household Detergents, Laundry Powders, Laundry Liquids, Dishwashing Liquids and other household cleaners.

Linear Alkyl Benzene Sulphonic Acid (LABSA) can be neutralised with caustic soda (NaOH) to form sodium alkylbenzene sulfonate extensively applied anionic surfactant. Linear alkylbenzene sulfonic acid is the largest volume synthetic surfactant because of its relatively low cost, good performance, the fact that it can be dried to a stable power and the biodegradable environmental friendliness as it has straight chain. LABSA is not inflammable substance and can dissolve in water but in organic solvent. LABSA is quite absorbent and its biogradability is above 90%.

LABSA is extensively applied anionic surfactant. It is raw material for detergent industry characterised by detergency, foam, moisture, and emulsion and dispersing. LABSA is prepared commercially by sulfonating Linear Alkylbenzene (LAB), Linear Alkylbenzene Sulfonate (LAB), the world's largest-volume synthetic surfactant, which includes the various salts of sulfonated alkylbenzenes, is widely used in household detergetns as well as in numerous industrial applications.

It is highly efficient versatile surfactant suitable for use separately as detergent in acidic environments. As intermediate it is usually neutralised with various bases to produce sulfonate that are used in numerous industries, most commonly in the production of liquid and powder detergents, household and I&I cleaners, laundry detergents, dishwashing liquids, car wash products, hard surface cleaners etc. Besides these are applied in various industrial applications such as agriculture, emulsion polymerization, oil field chemicals etc. LABSA is an anionic surfactant with molecules characterised by a hydrophonic and a hydrophilic group. They are non-volatile compounds produced by sulphonation.

LABSA are complex mixtures of homologues of different alkyl chain lengths (c10 to c13 or c14) and phenyl positional isomers of 2 to 5-phynyl in proportions dictated by the starting materials and reaction conditions, each containing an aromatic ring sulfonated at the para position and attached to a linear alkyl chain at any position with the exception of terminal one (1-phenyl).

Applications and Uses:

LABSA finds extensive usage in High action of detergency, moisturising, foaming, emulsion etc. It is Widely applied in a variety of detergents and emulsifiers such as washing powder, daily use chemical detergent, utensils detergents and textile industry of the cleaning agent, dye, electroplating industry, leather industry, degreasing agents and paper industry's de-coloring

agent. Household detergents including laundry powders, laundry liquids, dishwashing liquids and other household cleaners.

- It is used in anionic specialty formulations;
- In other industries such as textile industries, it is used as a mercerising or washing agent;
- It is used to increase the surface area of distempers;
- As main active matter in all forms of detergents like cake, powder and liquid formulations;
- As emulsifier and wetting agent in small quantity with other surfactants in toilets for foaming;
- In pesticides to improve the quality of spray.

Manufacturing Process

There are two manufacturing processes in use (a) Wet Route Process and (b) Dry Route Process. In India, approximately six lakhs MT of LABSA is produced. Raw material consumption per MT of 89+/- 1% acid slurry is Linear Alkylbenzene 670-690 kg, sulphonating agent 98% sulphuric acid 1050+/-100kg. LABSA is anionic surfactant with molecules characterized by a hydrophobic and a hydrophilic group. Alpha-olefin sulfonates (AOS) alkyl sulfates (AS) are also examples of commercial anionic surfactants. They are non-volatile compounds produced by sulphonation. The starting material LAB (linear alkyl benzene) is produced by the alkylation of benzene with n-paraffins in the presence of hydrogen fluoride (HF) or aluminium chloride (AlCl₃) as a catalyst, the latest is DETAIL process by UOP. LABSA is produced by the sulphonation of LAB with sulphuric acid in batch reactors. Other sulphonation alternative reagents are oleum, diluted sulphur trioxide, chorosulfonic acid and sulfamic acid on falling film reactors.

- Wet Route Process** – This process route is a sixty years old process. In this process Sulphuric Acid (Conc) is used as Sulphonating Agents. Since, One molecule of water is generated in- CITU during the reaction of each molecule of LAB with Sulphuric Acid, diluting the remaining acid in the process causing retardation of reaction. To push the reaction in forward direction excess quantity (more than the theoretical ratio) is required to be added to maintain a certain concentration of the Sulphonating Agents. Once the conversion is complete by controlling the Sulphuric Acid addition and temperature control, the excess acid is then separated through the process of simple separation in the first stage and then by washing with addition of water under mild agitation. Sulphonic Acid (LABSA) and Sulphuric Acid and water are miscible with each other therefore the art is in achieving a typical concentration for highest possible separation. The complete separation never happens even though the conversion of 99.5% is achieved by the company in early eighties by bringing down the NDOM (Non-Detergent Organic Matter which is unconverted LAB mostly). The ISI standard those days were 85% Active Matter, 2 to 3% NDOM and rest Sulphuric Acid and water (moisture). Advance's technology was able to achieve more than 90% active matter and 0.5% NDOM by achieving 99.5% conversion for

the first time in the world which intern also helped reduce colour from 250 Kletts (a unit of colour metre) to 150 then 100 then 80 then 50 then subsequently less than 20 Kletts. For the first time in the world the non-agitating loop reactors were introduced by the company which subsequently became the standard for the whole country. Due to leakage of technology gradually many copycat units have sprung-up, however still the wet route process deployed by the company is (a) the most energy effective, (b) using the lowest ratio of Sulphuric Acid per ton of LAB (c) producing lowest NDOM and (d) lowest Color with highest Yield.

India is the only country where wet route process, as the Sulphuric Acid based Sulphonation process is called, is still in use because the commercial advantage by way cost realized via sale of Spent Sulphuric Acid produced, a by-product consumed in the fertilizer particularly SSP fertilizer manufacturing process in India. Elsewhere in the World, the SSP fertilizer is not much in use hence there is no utilization of Spent Sulphuric Acid which is very corrosive and hazardous in nature. The regeneration processes for converting dilute acid to concentrated acid are very costly and cumbersome. Therefore, the whole World have moved to the newer Dry Route Sulphonation technology.

- b) **Dry Route Process-** In this process Sulphur is combusted in the presence of dry air to make Sulphur Trioxide Gas (SO_3 Gas) which is directly reacted with LAB to make LABSA. This being an addition reaction, there is no By Product. However, the reaction between LAB and SO_3 is very aggressive causing over heating in the local areas and generation of side products. Therefore, the SO_3 is diluted by way of maintaining the ratio of Sulphur and dry air in the manner that only 5% SO_3 gas is reacted with LAB, avoiding over reaction.

There are only two commercial technologies available in the World i.e. Chemethon of USA and Ballestra of Italy, both using different kind of thin film reactors. However, only 5% of concentration of SO_3 consuming about 300 units of electricity per metric ton of LABSA produced. However, the handicap in both these technologies is high percentage of unreacted LAB and side products giving 3% NDOM resulting in lower yield.

In India where Spent Sulphuric Acid has a realization and concentrated Sulphuric Acid is available at a price below cost because it is available as a by-product from metal smelting industries such as Copper & Zinc manufacturing, therefore the total cost of Sulphonation having three cost ingredients i.e. I) Cost of LAB in LABSA on 100% active basis; II) Cost of Sulphonating Agents III) Cost of conversion (manufacturing cost).

ASIL's cutting edge manufacturing process has enable it to produce highest quality at lowest cost and greenest chemistry with huge commercial advantage in comparison with dry route from other dry route technologies as well as wet route-technology.

ASIL's dry route process technology was developed in-house, is the third such technology in the world and the only one of its kind which consumes 10.5% of SO₃ concentration instead to 5%, requiring half the quantity of dry air on per MT of SO₃ produced requiring half the refrigeration. Moreover, in the unique technology the waste heat generated in the furnace is re-cooped and converted into by product steam which intern is used into refrigeration equipment's based on adsorption - desorption technology. Another unique feature, possible because of higher degree of temperature available in the Sulphur burning furnace (1000 degree C as compared to 500 degree C).

It is claimed that this is the only sulphonation process plant in the world using 10.5% SO₃ gas due to the unique reaction system which not only generates 0.5% NDOM, it produces highest active matter which is 98.5% which no other reaction system is able to produce using any other technology. This results in having lightest colour, low NDOM and high yield.

The other unique feature of the facilities are that it is the greenest technology using only 145 units of electricity per ton of LABSA produced, generating lowest percent of NDOM i.e. 0.5% and is half the quantity of Gaseous discharge due to double the concentration of SO₃. Moreover, the unique reactor design having only 250mm pressure drop across the reactor as against 4000 mm by the other technologies resulting in lower organic carry over hence requiring almost nil exhaust gas treatments to meet the pollution control standards.

ASIL's dry route technology is rated as most efficient technology in the world. In last many years the cost of Sulphuric acid in India has gone up because of no new capacity addition and Sulphur burning and metal smelting units, moreover one big unit in South India has closed down for more than a year. Therefore, the commercial advantage available to wet route has disappeared and ASIL's dry route technology is even more cost effective than the wet route technology as a combination of the cost parameters.

© **Strengths and Challenges**

Strength

Advance Surfactants India Limited (ASIL) had been India's largest manufacturers of Surfactants – specialty chemicals that form the core of all consumer detergents in Home and Laundry care apart from various other applications such as Pesticides, Emulsions etc. It had been the largest producer of LABSA in the country with following distinctions:

- One of the oldest among existing producers in the country, 38 years into this business and overall business existence of more than 72 years.

- A Company with National footprint having 4 operating manufacturing facilities based at Silvassa (West), Pondicherry (South), Kolkata (East), Mangalore (South West). One facility at Pithampur (Central) has not been in production for some time. All other players are either regional or captive.
- Surfactant producers in the world with their own technology in dry route sulphonation with lowest cost of conversion, highest grade of surfactant and lowest environmental discharge.
- Surfactant Company in the country which was professionally managed. The Managing Director of the company was a technocrat and well established scientist having several innovations in this field to his credit.
- Surfactant Company in the country having six MNCs as its customer and servicing 7 out of top 10 detergent producers in the country.
- Surfactant Company in the country having exported to over 42 countries in the world and is a recognized star export house certified by Ministry of Commerce, Govt. of India.
- Surfactant Company in the world using 10% SO₃ gas and producing 98.4% LABSA against global standard of 96% Active matter.
- Surfactant Company in the country having dedicated supply chain management and logistics setup exclusively to their own requirement. Hence ensuring complete operational control and maximizing customer satisfaction.
- Surfactant Company in the country having all units SADEX certified in terms of SOPs and safety and hazard prevention measures.
- A Company having long term relationships with their suppliers, customers, employees, etc
- ASIL's prowess in the R&D and Technology aspects of the business has been its strength.

Challenges

- The key raw material LAB accounts for appx 80% of raw material cost and the demand-supply of which is not perfectly balanced. In India, there are 4 major petrochemical manufacturing facilities which produces LAB. Largely due to their constraints, the combined production caters to only 65% of the domestic demand and for the rest, there is import dependence from Qatar, Saudi, Iran, Thailand and China.
- Domestic dependence mainly from one Company (Reliance (Industries))
- Till 2014, ASIL enjoyed continuity in availability of LAB from import, which is the major input for production of LABSA, and also got price advantage by direct import.
- In 2015, there was sharp drop in global oil prices and substantial reduction in the output of LAB of the supplier, which reduced the availability significantly of LAB to ASIL.
- With the increase in global prices of LAB and need for sourcing LAB from other import sources, having longer lead time, there was increase in the inventory carrying cost, leading to higher requirement of working capital.

- As ASIL could not arrange the required working capital, the operations of the plants got adversely affected, leading to slippage of company's account in to NPA.

(D) INDUSTRY/ MARKET OUTLOOK & OPPORTUNITIES

- India is the country where growth of population is one of the highest in the world but has lower per capita consumption of the detergent in the world viz. per capita consumption of detergent in USA is more than 12 KG per annum, in Japan it is 9-10 KG whereas in India it is less than 5 KG per annum.
- Per capita consumption of detergent is growing in India. With the increase in rural income, the Indian consumers are using fabric wash products. Apart from fabric wash product, households have started using detergent formulation for other purposes such as utensils, toilets and hard services like floor and tiles cleaning. Hospitals, hotel, airlines etc. known as industrial consumers are also increasing use of detergent, leading to increase in Surfactants.
- Rapidly growing dish washing liquid demand across the globe particularly due to positive growth indicators in the food and beverage industry is another factor boosting the global linear alkylbenzene sulfonate market size in the recent years. As dish washing liquid is essentially required in the food and beverage sector.
- Linear Alkylbenzene Sulfonate (LAS) belongs to the family of organic compounds. LAS is generally produced from sulphonation reactions of LAB. The characteristic properties of linear alkylbenzene sulfonate mainly depends upon the purity of linear alkylbenzene and sulphonation technology used for LAB production.
- Changing lifestyles and shifting preference towards the environmental friendly products have led to significant rise in the demand for linear alkylbenzene sulfonate based personal care products and detergents. Increasing demand for detergents and cleaners in order to maintain hygiene standard has resulted into increase in demand for linear alkylbenzene sulfonate. Furthermore, industrial norms pertaining to the hygiene standard in the food & beverage, pharmaceutical, healthcare, chemicals and many other industries have led to increase in demand for detergents for industrial cleaning applications, which subsequently results into increase in demand for the LAB market. Moreover, rising consumer spending, improved lifestyle and increasing demand for personal care products across the globe help to increase the demand for LAS.
- Apart from the above, availability of alternative synthetic chemicals and pricing advantage over the linear alkylbenzene sulfonate based products may hamper the growth of the market.
- The global demand of LAS is mainly dominated by the Asia Pacific (APAC) region and is expected to boost the demand for linear alkylbenzene sulfonate over the forecast period, owing to increasing population coupled with growing lifestyle, increasing per capita expenditure and increasing demand for personal care products. Rapid urbanization, industrial growth and changing consumer preferences towards environmental friendly surfactants and detergents help to drive the Linear alkylbenzene sulfonate market in APAC

and is expected to register significant growth over the forecast period. Linear alkylbenzene sulfonate acid (LABSA) is the Largest volume synthetic surfactant because of its relatively low cost, good performance. LAB is straight chained and can be dried to a stable powder, which are biogradable. LAB is also required for the manufacturing of LABSA and LAS which comprises the largest global share in synthetic surfactant sector. At least 83-87% of LAS is being used in household detergents, dishwashing liquids, laundry liquids, laundry powders, and other household cleaners.

- Over 200 countries consume cleaning products, out of which only 50 countries produce Surfactants
- Indian market is expected to grow at a CAGR of 8-9% and 5.5% through 2020 by value and volume, respectively.
 - Fastest growing population
 - Increasing purchasing power of middle class
 - Potential to increase low per capita consumption of detergents from current low levels of 2.7 kg vis-à-vis 3.7 kg in Philippines and Malaysia to 10.0 kg in US
- Global LABSA (Syn Surfactant): Market Size: 8 Million MTPA, growth Rate: 3%
 - Currently being served through imports bearing all pains and inefficiencies connected with it such as commodity fluctuation, currency fluctuation, shipping and logistics issues.
 - Providing stock and sell options backed by scale in buying.
- From ASIL's perspective, Indian LABSA market comprises of 4 to 5 large MNC and National detergent brands which account for 50% of total demand, 20 to 30 regional customers for 25% and the 800 to 1000 small brands for the remaining 25% of total demand. Within the MNC and National brands segment, ASIL has serviced Unilever for over 30 years, with last 15 as a leading supplier. Similarly ASIL has serviced P&G for over 10 years as leading supplier. Other big names are Reckitt Benkizer, SC Johnson's, Jyothy Lab etc are targeted market. The following opportunities still exists and are readily available for ASIL products, if restarted now..

Segment	Customer	Target (MT/PA)	Remarks
MNC	Unilever India	24000	12000 MT from Silvassa, 6000 MT from Mangalore, or 33% and 66% of volumes supplied till recently.
National	P&G India	12000	P&G Hyderabad site volume share based on recent expression of interest from the customer
National	Jyothy Laboratories	2,000	Targeting Jyothy Laboratory's Tamil Nadu plants
Segment		Target Market (MT/PA)	

MNC & National	48,000
Regional Customers	64,000
Local Customers	48,000
Export Market	12,000
Total	172,000

(E) **KEY CHALLENGES FOR THE INDUSTRY**

The availability of raw material at competitive price are the key for this industry to sustain. The Performance metrics most used by domestic and global LABSA customers to evaluate LABSA manufacturers are:

- a. **Selling Price:** LABSA accounts for the largest percentage of detergent raw materials' cost. Consequently, offering a competitive rate is a key performance metric for all LABSA customers, and thus, manufacturers. However, LAB constitutes 65% of LABSA's door delivered gross price to customers. Thus, LAB sourcing remains key to relative advantage in LABSA price vis-à-vis competition.
- b. **Supply Continuity:** LABSA is required in large volumes. However, it is also a high value input. Thus, customers like to carry as little LABSA inventory as possible. As a result, LABSA is sourced daily by large, weekly by medium and monthly even by small detergent manufacturers. Thus, supply continuity, especially over the long term, is a key performance metric for all LABSA customers, and thus, for LABSA manufacturers. LAB is one of only two raw materials used to manufacture LABSA. It accounts for 75% of LABSA's volume. It has no legal substitutes globally. Thus, when selling LABSA, LAB sourcing is key to offer edge in supply continuity vis-à-vis competition.
- c. **Raw Material Price Edge:** In surfactant production, raw materials account for over 65% of the total manufacturing costs. Cost of raw material, especially vegetable oils such as palm oil, castor oil etc have been steadily increasing over the past few years owing to rising demand from other sectors such as food, feed, bio-diesel and so on. This increase in cost is in turn being passed on to the consumer which has resulted in increase in the price trend of the surfactants.

Out of India's total LAB demand, appx 40% demand is met through imports. Detergent manufacturers with captive Sulfonation capacities get majority share of domestic supply. Biggest impact on LABSA price comes from LAB cost. Over the last 15 years Advance has consistently set the sales and production record for highest LABSA volume. It has thus also set the record for consistently buying largest LAB volume of all Indian Sulfonators. Therefore, Advance has and with sufficient funding can again source LAB at better long term price average than its competitors. This helps Advance offer its customers an edge in LABSA price.

d. Quality Consistency & Quality Improvement: LABSA is a compulsory and key functional input for fabric and home care detergents. It provides the wetting, cleaning, emulsifying, detergency properties to more than 90% of all fabric and home care detergents formulated, manufactured and sold globally. It is also sold only in one of three to four specifications, standard across the industry. Thus, quality consistency and consistent quality improvement remain key performance metrics for all LABSA customers, and thus, for all.

e. LABSA industry has low technology barrier and is labor intensive. Currently there are many producing companies in the world in LABSA industry. The major global market players OF LABSA are CEPESA, SASOL, KAPACHEM, STEPAN, FOGIA GROUP, KAO, HANSA GROUP, NSCP, HO TUNG, NEW INDIA DETERGENT, ISU CHEMICAL, SOLVAY, DADA SURFACTANTS, HUNTSMAN, TUFAIL, MIWON CHEMICAL, FUCC and NANJING GIGE ETC. of LABSA increased to 3211 MT in 2016 from 2756 MT in 2012 with average growth rate of appx 4%. Global LABSA capacity utilization rate remained at around 73% in 2016.

World Consumption of LABSA- 2017

