

E-AUCTION NOTICE

KANOVI FOODS PRIVATE LIMITED (IN LIQUIDATION)

CIN: U15400GJ2012PTC068810

Regd. Off.:466, A1, Sector 1C, Sector 1, Gandhinagar, Gujarat 382007 India

Principal place of business: -Survey No. 333, Paiki 1, and Survey 333/12 Mouje, Rathiyal Begam Road, Ujediya, District Sabarkantha, Ahmedabad Gujarat 383215 India

Liquidator: CA DEVANG P. SAMPAT

Regd. Add.: Bungalow No. – 04, Shiv Pooja, Plot No. 100, Sector-29, Vashi, Navi Mumbai – 400703 (India).

Administrative Address: #615, Shivai Plaza, Plot 78/A, Marol Co-Op. Industrial Estate, Off. Andheri Kurla Road, Marol Andheri (East), Times Square, Mumbai -400059 (India).

(Contact at Administrative Address)

Email: dpsampat@sampatassociates.in

E-Auction

E-Auction of Assets under Insolvency and Bankruptcy Code, 2016

Date and Time of E-Auction:

27.05.2022 from 03.30 p.m. to 04.30 p.m.

(With unlimited extension of 5 minutes each)

E-Auction of Assets and Properties owned by Kanoovi Foods Pvt. Ltd. **(in Liquidation)** forming part of Liquidation Estate of Kanoovi Foods Pvt. Ltd.in possession of the Liquidator, appointed by the Hon'ble National Company Law Tribunal, Ahmedabad vide order dated 13.01.2021. The E-Auction of properties will be done by the undersigned through the E-Auction platform <https://nbid.nesl.co.in/>

<u>Asset</u>	<u>RESERVE PRICE (In Rs.)</u>	<u>EMD (In Rs.)</u>	<u>INCREMENTAL VALUE (In Rs.)</u>
<p>Liquidation Assets in a slump sale Consisting of Land & Building and Plant& Machinery</p> <p>Property consisting of Industrial Factory Land and Building in Survey No. 333 Paiki 1, Nr. Udedia Road, At Ujediya, Taluka Talod, District Sabarkantha, Gujarat – 383 305 comprising of land area approx.74,373 sq. ft. (5900 sq. mt. Survey No. 333 Paiki 1 & 1012 sq. mt Survey No. 332/12 Paiki respectively), Built up area of the premises approx. 25,000 sq feet owned by M/s. Kanoovi Food Pvt. Ltd. Built Up area includes - Main Shed, Godown Shed 1, Godown Shed 2, Back side Shed, Labour Rooms etc.</p> <p>Biscuit Manufacturing Machinery indicatively:</p> <p>Sugar syrup preparation tank, Sugar syrup stirrer, Sugar syrup storage tank, RBD (Refined Bleached & De-odorized) storage tank, LDO (Light diesel oil), Hydraulic Lift, Water storage tank ,Transformer ,Air compressor with Air drier, Material Manual Trolley, Stirrer Machine, R.O. Plant with softener, Chiller, APFC panels, Vertical drilling machine, Welding machine, Hot</p>	<p style="text-align: center;"><u>Rs.</u> <u>2,75,00,000/-</u> <u>(Indian</u> <u>Rupees. Two</u> <u>Crores</u> <u>Seventy- five</u> <u>Lakhs Only)</u></p>	<p style="text-align: center;"><u>10% of</u> <u>Reserve</u> <u>Price</u></p>	<p style="text-align: center;"><u>Rs. 5,00,000/-</u> <u>(Rs. Five</u> <u>Lakhs Only)</u></p>

<p>air oven, Chemical dosing tank, Syrup & RBD dosing tank, Sugar dosing tank, Creamer and Maida hooper, Dough hopper and Conveyor, Dies, Oven Zone, oven chamber, Biscuits grinder, turning table, Dosing tanks, creamer, Maida tilter, Maida hooper, air blower, Dough mixer, Metal detector, Biscuit oven, Biscuit baking oven parts, Wire band, Turning Table, Material Handling/Manual Crane, Cooling conveyor, magnetic rotary stacker, Rewinding machine, Packing machine, Sandwich machine, Dough mixer, Rotary molder, Baking oven, Cooling conveyor with stacking table, Manual Trolley, Borewell submersible pump</p> <p>The Transaction Audit as per the provisions of Insolvency and Bankruptcy Code 2016 is done and will be shared post receipt of E Process documents with all annexures and EMD –</p>			
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Terms and Condition of the E-Auction are as under:

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*” and as such, the E-Auction shall be without any kind of waivers, warranties and indemnities. And the proposed E-Auction of assets of the Company as Assets in a slump sale through approved service provider National E-Governance Services Limited.
2. The Complete E-Auction process document containing details of the Assets, online E-Auction Bid Form, Declaration and Undertaking Form, General Terms and Conditions of online E-Auction are available on website <https://nbid.nesl.co.in/>Contact: Mr. Neel Doshi at +91- 9404000667 E-mail : neeld@nesl.co.in

Date: 25.04.2022
Place: MUMBAI

CA Devang P. Sampat
Liquidator Kanoovi Foods Pvt. Ltd.
IBBI/IPA-001/IP-P002224/2017-18/10423

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for bids for E-Auction of assets of Kanoovi Foods Private Limited (in Liquidation) under the provisions of Insolvency and Bankruptcy Code, 2016 (Code) by an order of Hon'ble National Company Law Tribunal (NCLT) dated 13th January 2021.

E-Auction of assets and properties owned by M/s Kanoovi Foods Private Limited (In Liquidation) forming part of Liquidation Estate offered by the Liquidator appointed by the Hon'ble NCLT Bench Ahmedabad vide order dated 13.01.2021. The E-Auction will be done by the undersigned through E-Auction platform at the web portal of <https://nbid.nesl.co.in/> Date of E-Auction is 27.05.2022 from 03:30 p.m. to 04:30 p.m. with unlimited extension of five minutes.

Sl. No.	Description	Remarks
1	Event Type	E-Auction under Liquidation Process
2	Property Details	<p>Liquidation as Assets in a slump sale Consisting of Land & Building, and Plant & Machinery:</p> <p>1) Property consisting of Industrial Factory Land and Building in Survey No. 333 Paiki 1, Nr. Ujediya Road, At Ujediya, Taluka Talod, District Sabarkantha, Gujarat – 383 305 comprising of land area approx.74,373 sq. ft. (5900 sq. mt. Survey No. 333 Paiki 1 & 1012 sq. mt Survey No. 332/12 Paiki respectively), Built up area of the premises approx. 25,000 sq. feet owned by M/s. Kanoovi Food Pvt. Ltd. Built Up area includes - Main Shed, Godown Shed 1, Godown Shed 2, Back side Shed, Labour Rooms etc.</p> <p>2) Biscuit Manufacturing Machinery indicatively:</p> <p>Sugar syrup preparation tank, Sugar syrup stirrer, Sugar syrup storage tank, RBD (Refined Bleached & De-odorized) storage tank, LDO (Light diesel oil), Hydraulic Lift, Water storage tank ,Transformer ,Air compressor with Air drier, Material Manual Trolley, Stirrer Machine, R.O. Plant with softener, Chiller, APFC panels, Vertical drilling machine, Welding machine, Hot air oven, Chemical dosing tank, Syrup & RBD dosing tank, Sugar dosing tank, Creamer and Maida hooper, Dough hopper and Conveyor, Dies, Oven Zone, oven chamber, Biscuits grinder, turning table, Dosing tanks, creamer, Maida tilter, Maida hooper, air blower, Dough mixer, Metal detector, Biscuit oven, Biscuit baking oven parts, Wire band, Turning Table, Material Handling/Manual Crane, Cooling conveyor, magnetic rotary stacker, Rewinding machine, Packing machine, Sandwich machine, Dough mixer, Rotary molder, Baking oven,</p>

		Cooling conveyor with stacking table, Manual Trolley, Borewell submersible pump The Transaction Audit as per the provisions of Insolvency and Bankruptcy Code is done and will be shared post receipt of E Process documents with all annexures and EMD
3	Corporate Debtor Name	Kanoovi Foods Private Limited
4	Sealed Bid Start time	05.05.2022 from 09:30 AM
5	Sealed Bid End time	19.05.2022 up to 05:00 PM
6	E-Auction Start date & Time	27.05.2022 from 03:30 PM
7	E-Auction End date & Time	27.05.2022 up to 04:30 PM
8	Mode of Submission of Bid	Online/Offline
9	Mode of E-Auction	E-Auction (online only)
10	E-Auction website	https://nbid.nesl.co.in/
11	E-Auction method	Forward E-Auction
12	Increment Value	Liquidation as assets in a slump sale consisting of Assets plant & machinery and land & building in the point 2 Amt. Rs. 5,00,000/-.
13	Inspection of Property	15.05.2022 & 16.05.2022 From 12.00 PM to 05.30 PM (All are required to request site visit permission with Photo Id and Affidavit as required by May 12, 2022 - 1700 hours from E mail: dpsampat@sampatassociates.in. late request may not be entertained.
14	EMD	Liquidation as assets in a slump sale Consisting of Assets plant & machinery and land & building in the point 2 Amount 10% of Reserve Price
15	EMD Payable in favor of & Payable at:	By way of NEFT/DD/RTGS: Account Name: "KANOОВI FOODS LIQUIDATION A/C-PVT. LTD. Bank Name: HDFC Bank Ltd. Branch: Unit No. 1, Town Center, Andheri Kurla RD. Near Kobe Sizzlers Andheri East, Mumbai – 400059, Maharashtra. Account No: 59219820925550 IFSC Code: HDFC0000592
16	Bid submission for	Liquidation as assets in a slump sale mention in point 2.
17	Auto extension	Auto Extension of Five minutes
18	Intimation to the Successful Bidder	By 07.06.2022. The date of intimation will be the date on which the bidder is informed thru email or in writing whichever is earlier and may be earlier than 07.06.2022.

To know more or to participate into the E-Auction please contact or Email to National E-Governance Services Limited on website: <https://nbid.nesl.co.in/> Contact person: Mr. Neel Doshi , Email id: neeld@nesl.co.in Phone No. +91- 9404000667 for Property related issue please contact or mail to Mr. CA Devang P. Sampat Email: dpsampat@sampatassociates.in

E-Auction Notice

Invitation for bids for E-Auction of assets of Kanoovi Foods Private Limited (in Liquidation) under the provisions of Insolvency and Bankruptcy Code, 2016 (Code) by an order of Hon'ble National Company Law Tribunal (NCLT) dated 13.01.2021

Date of E-Auction

27THMAY 2022

By

Mr. CA Devang P. Sampat

Liquidator

IBBI Registration No. IBBI/IPA-001/IP-P002224/2017-18/10423

Regd. Add.: Bungalow No. – 04, Shiv Pooja, Plot No. 100, Sector-29, Vashi, Navi Mumbai – 400703 (India).

Administrative Address: #615, Shivai Plaza, Plot 78/A, Marol Co-Op. Industrial Estate, Off. Andheri Kurla Road, Marol Andheri (East), Times Square, Mumbai -400059 (India)

(Contact at Administrative Address)

Email: dpsampat@sampatassociates.in

Kanoovi Foods Private Limited (**In Liquidation**)

CIN: U15400GJ2012PTC068810

Having its registered office at

466, A1, Sector 1C, Sector 1, Gandhinagar, Gujarat 382007 India

And Principal place of business: - Survey No. 333, Paiki 1, Mouje, Rathiyal Begam

Road, Ujediya, District Sabarkantha, Ahmedabad Gujarat 383215 India

(A company under liquidation process vide NCLT order dated 13.01.2021)

Notes:

1. This E-Auction Notice is issued only for the Interested Bidders.
2. Terms and conditions, deadlines etc. for participating in the Electronic E-Auction are provided in the E-Auction Notice.

Bidders desirous to submit their bid have to submit their Bids on E-Auction Portal <https://nbid.nesl.co.in> or can also E-mail to: dpsampat@sampatassociates.in

DISCLAIMER

This E-Auction Notice is issued by Mr. CA Devang P. Sampat, the Liquidator appointed by the Hon'ble NCLT, Ahmedabad Bench, vide order dated 13th January 2021 in the matter of Kanoovi Foods Private Limited (in Liquidation) for general information purposes only.

- 1. The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Assets of Kanoovi Foods Private Limited (in liquidation) (the "Company" in accordance with the Insolvency and Bankruptcy Code, 2016 ("IBC").*
- 2. The Process Document has been issued for the purpose of carrying out E-Auction of the Corporate Debtor as Assets in a slump sale as per the provisions of Regulation 32 (e) of the Liquidation Regulations read with Regulation 32A of the Liquidation Regulations.*
- 3. The Liquidator may in his absolute discretion without being under any obligation to do so, update, amend or supplement the information, data, timelines, assessment or assumptions contained in this Process Document.*
- 4. The issuance of the Process Document does not imply that the Liquidator is bound to select a Bidder for the E-Auction of the Corporate Debtor as Assets in a slump sale and the Liquidator reserves the right to reject all or any of the Bidders or bids or amend/terminate the process without assigning any reason whatsoever.*
- 5. No oral conversations or agreements with the Liquidator or any official, agent or employee of the Liquidator, or any official, agent or employee of the Corporate Debtor shall affect or modify any terms of this Process Document and/or of the bidding process.*
- 6. Neither the Bidder(s) nor any of representatives of the Bidder(s) shall have any claims whatsoever against the Liquidator or its advisors, representatives or any of their directors, officials, agents or employees arising out of or relating to this Process Document and/or the binding process / and or Liquidation process.*
- 7. By submitting its Bid, each Bidder shall be deemed to acknowledge that it has carefully read the entire Process Document and undertaken its own due diligence and judgement and has fully informed itself as to all existing conditions, facts and limitations. Ignorance of law/s/ facts will not be treated as any excuse.*
- 8. In case of stay of proceedings by the competent authority, the E-Auction may either be deferred or cancelled and persons participating in the E-Auction shall have no right to claim damages, compensation or cost for such postponement or cancellation.*
- 9. Queries -All the queries should be sent to the Liquidator in writing through email to dpsampat@sampatassociates.in till May 19 2022 1700 hours.*

10. *No Obligation -Any written or oral information or representation supplied or made in connection with the use of the or Warranty*

Nothing contained in the Data provided by liquidator or process document or public announcement by liquidator or any investigation or negotiations shall not be considered as constituting an offer or invitation for the E-Auction of any securities or assets or as a prospectus, offering circular or offering memorandum or the solicitation of an offer to buy or acquire securities of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity, and shall not be considered as forming the basis of or relied upon or in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever.

11. *No Representation or Warranty*

Nothing contained in the Data provided by liquidator or process document or public announcement is, or shall constitute a representation or warranty, expressed or implied, as to the accuracy or completeness of the information disclosed in the or Warranty Nothing contained in the Data provided by liquidator or process document or public announcement or in any other written or oral communication transmitted or made available by the Liquidator or the Corporate Debtor (or any of their representatives, officers, employees and/or advisors).

Nothing contained in the Data provided by liquidator or process document or public announcement is, or shall be relied upon as, a proposal, offer, promise or representation, whether as to the past, current or future performance of the Corporate Debtor.

Only those representations and warranties, if any, it is hereby clarified that the Liquidator and/or the Corporate Debtor shall not have any liability whatsoever towards the Bidder(s) or the Successful Bidder, relating to or resulting from the use of the information, including any commercially sensitive information, provided in the Data provided by liquidator or process document or public announcement or otherwise or in any of the subsequent clarifications.

The Liquidator reserves the right to modify, amend, cancel or terminate the present process, procedures and/or the timelines with respect to the use of the Data provided by liquidator or process document or public announcement or otherwise or in any of the subsequent clarifications, and the contents thereof, at any time and at his sole discretion.

12. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government.*

Nothing herein or in materials relating to the E-Auction Notice should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.

13. *It is to be noted that no information being provided in this E-Auction Notice, claims to be comprehensive, independent due diligence by the intended user of this document or the bidder is highly recommended.*

14. *This E-Auction Notice Document and information contained herein or disclosed should not be printed, distributed, or published by the recipient, without prior written approval from the Liquidator.*

15. *The Liquidator or any agent appointed by him shall not be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Notice, including for the E-Auction Participant not being*

selected as a Successful E-Auction Participant or on account of any decision taken by the Liquidator.

- 16. Apart from the provisions set out in this E-Auction Notice, the E-Auction process applicant shall be responsible for fully satisfying the requirements and Provisions of the Insolvency and Bankruptcy Code, 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations as well as all laws in force that are or may be applicable to the applicant or the E-Auction process and for obtaining requisite regulatory approvals.*
- 17. It is to be noted that by procuring a copy of this E-Auction Notice, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Notice and part of all the other terms and conditions of this E-Auction Notice.*
- 18. The Property and Assets of the Company are proposed to be sold on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis” and as such, the E-Auction shall be without any kind of waivers, warranties and indemnities. And the proposed E-Auction of assets of the Company as Assets in a slump sale does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the assets of the Company.*
- 19. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission as well as physical verification of its bid which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.*
- 20. This E-Auction Notice is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Notice 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 Notice may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Notice and may get independent advice from appropriate sources.*
- 21. Information provided in this E-Auction Notice to the Bidder has been collected and collated from several sources. The information given, by no means, claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Notice.*

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1. INFORMATION MUST BE READ BEFORE BIDDING

1.1. This E-Auction Notice has been issued for the purpose of carrying out electronic E-Auction of assets of Kanoovi Foods Private Limited (*in Liquidation*) (the **Company**) under the provisions of the Insolvency and Bankruptcy Code (**IBC**), 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

1.2 The information provided in this E-Auction Notice should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Notice and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.

1.3 The information contained in this E-Auction Notice or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder on the terms and conditions as set out in this E-Auction Notice.

1.4 The Liquidator may, in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Notice.

1.5 The issuance of this E-Auction Notice does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

1.6 National E-Governance Services Limited, Gresham Assurance House, 4th Floor, Sir P.M. Road, Fort, Mumbai- 400001. has been appointed as the E-Auction Service Provider. The E-Auction of the assets and properties of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-Auction platform provided on the website portal of the E-Auction Service Provider (Platform). Other details with respect to the E-Auction are as follows:

Type of bid : E-Auction

Seller : CA Devang P. Sampat
Insolvency Professional
Liquidator for Kanoovi Foods Private Limited
Regn. No. IBBI/IPA-001/IP-P002224/2017-18/10423
#615, Shivai Plaza, Plot 78/A, Marol Co-Op. Industrial Estate, Off.
Andheri Kurla Road, Marol Andheri (East), Times Square, Mumbai
-400059 (India)

E-mail : dpsampat@sampatassociates.in

Website of E-Auction : <https://nbid.nesl.co.in/>

Service provider

Service Provider : National E-Governance Services Limited, Gresham Assurance
House, 4th Floor, Sir P.M. Road, Fort, Mumbai- 400001
Contact No.: Mr. Neel Doshi at +91- 9404000667 E-
mail: neeld@nesl.co.in

1.7 All terms and conditions with respect to the E-Auction of the assets and Properties of the company shall be governed by the directions of the Liquidator, Hon'ble National Company Law Tribunal (NCLT) and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to E-Auction of the assets and properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, so as to enable the E-Auction of the assets.

1.8 The Annexure to this E-Auction Notice shall form an integral part hereof and this E-Auction Notice shall always be read in conjunction with the Annexures appended hereto.

2. INTRODUCTION

- 2.1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 13th January 2021. As per the said order, Mr. CA Devang P. Sampat has been appointed as the Liquidator.
- 2.2. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Notice.
- 2.3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Notice.
- 2.4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.

3. THE COMPANY AND ITS ASSETS

Kanoovi Foods Private Limited (hereinafter referred to as the Company) is a company incorporated on 31st January 2012 under the provisions of the Companies Act, 1956.

The Company Established in 2012, Kanoovi Foods Pvt. Ltd. has gained immense expertise in supplying biscuits to reputed organizations.

4. ELIGIBILITY

In E-Auction process applicant shall not be eligible to submit a bid for purchase of assets of the Company if he/she/it fails to meet the eligibility criteria set out in Section 29A of the IBC (as amended from time to time). As on date, as per Section 29 A, “a person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—

(a) is an undischarged insolvent;

(b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);

(c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor: Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to nonperforming asset accounts before submission of resolution plan: Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

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

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

*(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013)
Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I*

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

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

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

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

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

(j) Has a connected person not eligible under clauses (a) to (i)?

Explanation I. — For the purposes of this clause, the expression "connected person" means—
(i) any person who is the promoter or in the management or control of the resolution applicant;
or (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor: Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date;

Explanation II—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:— (a) a scheduled bank; (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding; (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999); (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation 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."

5. DOCUMENTS REQUIRED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

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

5.1 Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identification, Current Address-Proof, PAN card, valid e-mail ID, Landline and Mobile Phone number

5.2 Authorization to the Signatory (in case the bidder is a legal entity)

5.3 Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide **Annexure I**

5.4 An eligible bidder 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 Bidders** attached vide **Annexure III. KYC Documents** as referred to in **Annexure IV**

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

Further, Bidders are advised to read technical terms and conditions given in **Annexure V** which are applicable to this E-Auction. Further, it should be noted that at any stage of the E-Auction process, the liquidator may ask for any documents from the prospective bidders to evaluate their eligibility. The liquidator, at his discretion may disqualify the prospective bidder for non-submission of the requested documents.

6. PHYSICAL VERIFICATION AND SITE VISIT

Physical verification and site visit of the Property and Assets of the Company, by the eligible bidder, may be done on 15.05.2022 & 16.05.2022¹⁵ From 12.00 PM to 05.30 PM (All are required to request site visit permission with Photo Id and Affidavit as required by May 12, 2022 -1700 hours from E mail: dpsampat@sampatassociates.in. late request may not be entertained. The expenses for the site visit shall be incurred by respective visitors.

Inspection Visit shall be at the option of the Bidder and failure to undertake Inspection Visit will not be a valid ground to relieve the Bidder subsequently after submission of its Bid nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully fulfilling the terms and conditions and provisions of Bid and the bidding process pursuant to this Process Document.

7. DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidders.

The assets of the Company are proposed to be sold on — “**As is Where is Basis, as is what is basis, whatever there is basis and No recourse basis**” and as such, the E-Auction shall be without any kind of waivers, warranties and indemnities. And the proposed E-Auction of assets of the Company as Assets in a slump sale does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer. All local taxes / maintenance fee / electricity expenses/ water charges etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the E-Auction process applicant and would be borne by the successful bidder. The Process Document has been issued for the purpose of carrying out E-Auction for E-Auction of the Corporate Debtor as Assets in a slump sale as per

the provisions of Regulation 32 (b) of the Liquidation Regulations and Regulation 33 (1) and schedule I there to - of the Liquidation Regulations.

Transaction Audit as per provisions of Insolvency and Bankruptcy Code is done and will be shared post receipt of E Process documents with all annexures and EMD.

By submitting its Bid, each Bidder shall be deemed to acknowledge that it has carefully read the entire Process Document and undertaken its own due diligence and judgment and has fully informed itself as to all existing conditions, facts and limitations. Ignorance of law/s and/ or facts will not be treated as any excuse.

Avoidance transactions application is filed and will be taken over by a stakeholder on behalf of all stakeholders whatever the mode / manner of sale as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code for pursual distribution in accordance with section 53 waterfall.

Any asset lying at any premises/property of the Company and not part of Liquidation Estate/Process Document shall not be covered in this E-Auction under this document and will not be available for E-Auction/transfer.

The Prospective Bidder(s) should make their own independent inquiries regarding the encumbrances, title of assets put on E-Auction and claims/rights/dues/ affecting the assets, and should conduct their own due diligence prior to submitting their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property/asset is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.

The Information in respect of the property/asset has been stated to the best of knowledge of the Liquidator; however, he shall not be responsible for any error, misstatement or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to the Asset nor does he provide any guarantee or warranty as to the ownership of property/asset or the conditions of the asset or its quality for any specific purpose or use.

It is the responsibility of the interested bidder(s) to inspect and satisfy themselves about the property/asset and prevalent conditions and circumstances before submission of the Bid.

8. ASSETS TO BE E-AUCTIONED AND RESERVE PRICES

<u>Asset</u>	<u>RESERVE PRICE (In Rs.)</u>	<u>EMD (In Rs.)</u>
<p>Liquidation as Assets in a slump sale Consisting of Land & Building, and Plant & Machinery:</p> <p>Property consisting of Industrial Factory Land and Building in Survey No. 333 Paiki 1, Nr. Ujediya Road, At Ujediya, Taluka Talod, District Sabarkantha, Gujarat – 383 305 comprising of land area approx.74,373 sq. ft. (5900 sq. mt. Survey No. 333 Paiki 1 & 1012 sq. mt Survey No. 332/12 Paiki respectively), Built up area of the premises approx. 25,000 sq feet owned by M/s. Kanoovi Food Pvt. Ltd. Built Up area includes - Main Shed, Godown Shed 1, Godown Shed 2, Back side Shed, Labour Rooms etc.</p> <p>Biscuit Manufacturing Machinery indicatively:</p> <p>Sugar syrup preparation tank, Sugar syrup stirrer, Sugar syrup storage tank, RBD (Refined Bleached & De-odorized) storage tank, LDO (Light diesel oil), Hydraulic Lift, Water storage tank ,Transformer ,Air compressor with Air drier, Material Manual Trolley, Stirrer Machine, R.O. Plant with softener, Chiller, APFC panels, Vertical drilling machine, Welding machine, Hot air oven, Chemical dosing tank, Syrup & RBD dosing tank, Sugar dosing tank, Creamer and Maida hooper, Dough hopper and Conveyor, Dies, Oven Zone, oven chamber, Biscuits grinder, turning table, Dosing tanks, creamer, Maida tilter, Maida hooper, air blower, Dough mixer, Metal detector, Biscuit oven, Biscuit baking oven parts, Wire band, Turning Table, Material Handling/Manual Crane, Cooling conveyor, magnetic rotary stacker, Rewinding machine, Packing machine, Sandwich machine, Dough mixer, Rotary molder, Baking oven, Cooling conveyor with stacking table, Manual Trolley, Borewell submersible pump</p> <p>The Transaction Audit as per the provisions of Insolvency and Bankruptcy Code, 2016 (“IBC”) is done and will be shared post receipt of E Process documents with all annexures and EMD.</p>	<p style="text-align: center;">Rs. 2,75,00,000/- (Rs. Two Crores Seventy - five Lakhs Only)</p>	<p style="text-align: center;">10% of Reserve Price</p>

It is to be noted that the bidders have to bid liquidation as assets in a slump sale, consisting of all pre assets classes as above at a value not below than the reserve price.

It must also be noted that the liquidator does not give any assurance or warranty of the physical condition of assets and their suitability for any sort of operation that the bidder envisages.

Avoidance transactions application is filed and will be taken over by a stakeholder on behalf of all stakeholders whatever the mode / manner of sale as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code of the Liquidation Regulations for pursual distribution in accordance with section 53 waterfall.

9. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, along with or prior to submission of their E-Auction bids, an amount of 10% of Reserve Price liquidation as assets in a slump sale, as earnest money as under:

9.1 Mode of Payment

9.1.1 The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.

9.1.2 By way of Demand Draft, payable at Mumbai, in the name of “Kanoovi Foods Liquidation A/c- Pvt. Ltd.”

9.1.3 Through RTGS / NEFT to the account number of the company as provided

Under:

Account Number	59219820925550
Beneficiary Name	“KANOОВI FOODS LIQUIDATION A/C-PVT. LTD”
Bank Name	HDFC Bank Ltd.
Branch	Unit No. 1, Town Center, Andheri Kurla RD. Near Kobe Sizzlers Andheri East, Mumbai – 400059, Maharashtra.
IFSC Code	HDFC0000592

*Demand draft shall reach the office of liquidator on/before 05:00 PM of 19.05.2022. – It is mandatory to email the scanned copy of the documents with all annexures, EMD payment proof, demand draft also before aforementioned date and time.

9.2 Other Instruction relating to EMD

9.2.1 The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder from one bank account only and to be owned by the Bidder.

9.2.2 Bidders shall preserve the proof of remittance and shall produce the same in front of the Liquidator as and when demanded.

9.2.3 All the payments to be made by the Bidder under the E-Auction shall be intimated to the Liquidator at dpsampat@sampatassociates.in. It should be noted that No interest will be paid to the E-Auction process applicant in relation to such Earnest Money amount.

9.2.4 It is expressly stated that the person depositing EMD (Bidder) will be deemed to have made the Reserve price as the bid and this condition is accepted by person depositing EMD (Bidder).

9.2.5 It is expressly stated that if the Successful Bidder fails to make the complete payment the Successful Bidder will be responsible for making good any loss of lessor realizations in subsequent E-Auctions/ Sale / Liquidation as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code- compared to the successful bid payable along with applicable interest as per terms and conditions - in subsequent E-Auctions/ Sale / Liquidation as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code. It is further expressly stated that the person depositing EMD (Bidder) will be deemed to have made the Reserve price as the bid and this condition is accepted by person depositing EMD (Bidder).

9.3 Forfeiture of Earnest Money Deposit from the E-Auction Applicant/ Bidder:

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

9.3.1 if there is a breach of any of the conditions under this E-Auction Notice by the Bidder or in case Bidder is found to have made any misrepresentation; or

9.3.2 if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time);
or

9.3.3 If the bidder fails to participate in the Bid after deposit of earnest money;

9.3.4. If the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

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

9.4 Set-Off of Earnest Money of the Successful Bidder:

The Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company.

10. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase shall declare the successful bidder for Liquidation as assets in a slump sale. The successful bidder shall be determined on the basis of highest bid received for the Liquidation as assets in a slump sale by the Liquidator via the E-Auction portal process. In case of any dispute / discrepancy, the liquidator shall assess the E-Auction applications and declare the successful bidder offering maximum value for the E-Auctioned assets. This right of selecting and declaring the successful bidder shall solely rest with the Liquidator at all times.

The Liquidator shall endeavor to sell all Assets and maximize overall recovery from the E-Auction of Assets of the Company.

It is expressly stated that if the Successful Bidder fails to make the complete payment the Successful Bidder will be responsible for making good any loss of lessor realisation in subsequent E-Auctions/ Sale / Liquidation as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code - compared to the successful bid payable along with applicable interest as per terms and conditions - in subsequent E-Auctions/ Sale / Liquidation as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code. It is further expressly stated that the person depositing EMD (Bidder) will be deemed to have made the Reserve price as the bid and this condition is accepted by person depositing EMD (Bidder).

11. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Notice, the Liquidator shall reject an E-Auction bid, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

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

Corrupt practice shall mean:

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the E-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 E-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 E-Auction Process); or

(ii) engaging in any manner whatsoever, during the E-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 E-Auction process;

Fraudulent practice shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the E-Auction Process;

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

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

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

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

12. COSTS, EXPENSES AND TAXES

The E-Auction process applicant shall be responsible for all the costs incurred by him/her/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, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.

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

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

It is to be noted that all taxes applicable (including stamp duty implications and registration charges) on E-Auction of assets would be borne by the successful bidder

- i. The E-Auction attracts stamp duty, registration charges etc. as per relevant laws;
- ii. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name;
- iii. The payment of all statutory / non – statutory dues, taxes, rates, assessments, charges, fees, etc. owed by the Company to anybody in respect of the Property(ies) shall be sole responsibility of successful bidders;
- iv. Purchaser has to bear all the expenses and cess or other applicable taxes including GST, TDS etc.
- v. It is expressly stipulated that there are no implied obligations on the part of the Liquidator and it shall be solely the obligation of the Successful bidder, at his cost, to do all acts, things and deeds whatsoever for the completion of the E-Auction. The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the E-Auction shall be that of the Successful bidder.

It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder.

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

13. GOVERNING LAW AND JURISDICTION

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

14. TIME TABLE

ACTIVITY	Last date (in calendar days)
Opening of E-Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	From 05.05.2022 09:30AM onwards till 19.05.2022 05:00 PM
Submission of Affidavit and Undertaking, Bid Application Forms, Declaration by bidders and KYC documents	05.05.2022 09:30AM onwards till 19.05.2022 05:00 PM
Site Visits	15.05.2022 & 16.05.2022 From 12.00 PM to 05.30 PM (All are required to request site visit permission with Photo Id and Affidavit as required by May 12, 2022 -1700 hours from E mail: dpsampat@sampatassociates.in . late request may not be entertained)
E-Auction	27.05.2022 between 03:30 PM to 04:30 PM i.e., the end time of the E-Auction will be extended by 5 minutes each time if bid is made within the last 5 minutes before Closure of E-Auction.
Intimation to the Successful Bidder	By 07.06.2022
Return of EMD for unsuccessful bidders	Within 20 days from the date of completion of E-Auction.
Payment of balance consideration amount by the Successful Bidders	On the close of the E-Auction, the highest bidder will be invited to provide balance E-Auction consideration within ninety days of the date of such demand. Provided that payments made after Thirty days shall attract interest at the rate of 12%p.a.

(With applicable Stamp Duty duly notarized)

ANNEXURE I AFFIDAVIT AND UNDERTAKING

Date:

To,
CA Devang P. Sampat
Insolvency Professional
Liquidator for Kanoovi Foods Private Limited
Regn. No. IBBI/IPA-001/IP-P002224/2017-18/10423
#615, Shivai Plaza, Plot 78/A, Marol Co-Op. Industrial Estate,
Off. Andheri Kurla Road, Marol Andheri (East),
Times Square, Mumbai -400059 (India)
E-mail: dpsampat@sampatassociates.in

Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting resolution plan.

Dear Sir,

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

I have understood the provisions of section 29A of the Code. I confirm that neither I/____ Limited nor any person acting jointly with me/____ Limited or any person who is a promoter or in the management or control of me/us/ ____ Limited or any person acting jointly with Me/____ Limited:

- (a) is an un-discharged insolvent;
- (b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued Under the Banking Regulation Act, 1949; (10 of 1949);
- (c) at the time of submission of the resolution plan (Bid) has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
- (d) has been convicted for any offence punishable with imprisonment – (i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment: Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I;

- (e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);
- (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- (h) has executed [a guarantee] in 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;
- (i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- (j) Has a connected person not eligible under clauses (a) to (i).

B. I therefore, confirm that I/___ Limited is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (—Code) (as amended from time to time) to submit a resolution plan for Asian Natural Resources (India) Limited.

C. I undertake /on behalf of I/___ Limited, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.

D. I declare and undertake that in case the I/___ Limited becomes ineligible at any stage during the Liquidation Process; it would inform the Liquidator forthwith on becoming ineligible.

E. I also undertake that in case the I/___ Limited becomes ineligible at any time after submission of the EMD, and then the EMD would be forfeited.

F. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.

G. I confirm that the said declaration and disclosure is true and correct. G. I am duly authorized to submit this declaration by virtue of _____

(DEPONENT)

VERIFICATION

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

(DEPONENT)

ANNEXURE II

Bid Application form

(Please fill up separate Bid Application form for each property)

Date:

To,
CA Devang P. Sampat
Insolvency Professional
Liquidator for Kanoovi Foods Private Limited
Regn. No. IBBI/IPA-001/IP-P002224/2017-18/10423
#615, Shivai Plaza, Plot 78/A, Marol Co-Op. Industrial Estate,
Off. Andheri Kurla Road, Marol Andheri (East),
Times Square, Mumbai -400059 (India)
E-mail: dpsampat@sampatassociates.in

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper Publication dated _____ in _____ (Name of the Newspaper)

Details of Corporate Debtor:

Name of the Bidder	
Constitution of Bidder	
Contact No.	
E-mail ID	
PAN No.	
Address	
Particulars of Bank	No. Date:
draft/PO/UTR/RTGS	Amount (In Rs.)

Name of Account holder:	“KANOVI FOODS LIQUIDATION A/C-PVT. LTD”
Account Number:	59219820925550
Name of Bank:	HDFC Bank Ltd.
Branch:	Unit No. 1, Town Center, Andheri Kurla RD. Near Kobe Sizzlers Andheri East, Mumbai – 400059, Maharashtra.
IFS Code:	HDFC0000592

Details of Bidder / Bid Price Offered

Details against EMD	Issuing Bank & Branch:
Bid price offered	In figures: In words:

Details of property:

Sr. No. in E-Auction Notice for Which EMD deposited	
Description of property	
Reserve Price of property as per E-Auction Notice	

Details of Bank account for Refund of EMD if any:

Name of Account holder:	
Account Number:	
Account Type:	

IFS Code:	
Bank name and Branch:	

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

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

Place:

Date:

Signature

(Seal in case of Company / Firm)

ANNEXURE III

Declaration by the Bidders

(On appropriate Stamp Paper)

Date:

To,

CA Devang P. Sampat

Insolvency Professional

Liquidator for Kanoovi Foods Private Limited

Regn. No. IBBI/IPA-001/IP-P002224/2017-18/10423

#615, Shivai Plaza, Plot 78/A, Marol Co-Op. Industrial Estate,

Off. Andheri Kurla Road, Marol Andheri (East),

Times Square, Mumbai -400059 (India)

E-mail: dpsampat@sampatassociates.in

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire E-Auction notice / process (This) document including the terms and conditions of the / for E-Auction of the properties specified there under ("Properties") and have understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the entire E-Auction notice / process (this) document and said terms and conditions and agree to take part in the E-Auction process.
2. I/We declare that the earnest money deposit and other deposit towards purchase-price have been made by me/us as against my/our bid and that the particulars of remittance and all other information and details given by me/us in the online form are true and correct.
3. I/We further declare that the information revealed by me/us in the online and/ or bid and / or offline documents form is true and correct. I/We understand and agree that if any of the statement/ information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the earnest money deposit and / or any other monies paid by me/us is liable to be forfeited by the Seller (liquidator) and the Seller will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in my/our bid for purchase of the Property (ies) is accepted by the Seller and if, I/We fail to accept or act upon the terms and conditions of the E-Auction or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the E-Auction and offer letter, the earnest money deposit and any other monies paid by me/us along with the online form and thereafter, are liable to be forfeited. The timelines for the payment of final E-Auction consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final E-Auction consideration is not paid within timeline, the liquidator shall forfeit EMD I/We state that I/We have fully understood condition and agree to be bound by the same. That it is expressly stated that the person depositing EMD (Bidder) will be deemed

to have made the Reserve price as the bid and this condition is accepted by person depositing EMD (Bidder).

4. I/We understand that the earnest money deposit of all Bidders shall be retained and returned only after the successful conclusion of the E-Auction of the Property (ies). If the bidder fails to participate in the Bid after deposit of earnest money will be forfeited. I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
5. I/ We confirm that our participation in the E-Auction process, submission of bid or acquisition of the Property (ies) pursuant to the provisions of the terms of E-Auction and entire E-Auction notice / process document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any 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.
6. I/ We confirm that the decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us through the Agency or by the Liquidator shall be binding on me/us.
7. I/ We also undertake to abide by the additional conditions if announced during the E-Auction including any announcement (s) for correction of and/or additions or deletions to the time of the E-Auction and Properties being offered for E-Auction.
8. I/We also confirm that I/ we have taken training on the on-line bidding/E-Auction and confirm that I' am/ we are fully conversant with the functionality and process.
9. I/We confirm that the seller and or his employees, shall not be liable and/ or responsible in any manner whatsoever for my/our failure to access and bid on the E-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-Auction event. I / We confirm it is advisable and recommended to bid before end time of extended period to avoid last moment issues like connectivity problem, power cut problem, internet failure and non submission bid due to any other circumstances. Liquidator (Seller) and National E-Governance Services Limited. shall not be liable for non submission of last moment bid due to such reason.
10. I/We confirm that - It is expressly stated that if the Successful Bidder fails to make the complete payment the Successful Bidder will be responsible for making good any loss of lessor realizations in subsequent E-Auctions/ Sale / Liquidation as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code- compared to the

successful bid payable along with applicable interest as per terms and conditions - in subsequent E-Auctions/ Sale / Liquidation as per regulation 32, regulation 32 A, Regulation 33 of the Liquidation Regulations or any other manner in accordance with the code. It is further expressly stated that the person depositing EMD (Bidder) will be deemed to have made the Reserve price as the bid and this condition is accepted by person depositing EMD (Bidder).

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

12. I/ We, hereby confirm that I/ we will honor the bids placed by me/ us during the E-Auction process.

Signature

Name:

Address:

E-mail ID:

Mobile:

ANNEXURE IV

LIST OF KYC DOCUMENT

For the purpose of your KYC Verification post your complete payment, following documents are required **in original** with all your document including complete bid document and KYC submitted at the time of registering on the E-Auction portal. Please carry a complete Xerox of all the document.

A. In case the bidder is an Individual

1. Copy of ID Proof of the Individual like AADHAR/Passport etc.
2. Copy of Address proof of the Individual as quoted in the Bid Documentation.
3. Copy of PAN Card of the successful bidder.
4. All relevant documentation related to the Bidding Process.

B. In case Bidder is A Company/Entity:

1. Copy of Original Authorization letter at Company Letter Head, in the name of the Individual authorized to collect E-Auction Certificate on behalf of the company.
2. Copy of ID Proof of the authorized representative like AADHAR/Passport etc.
3. Copy of PAN Card of the Company.
4. Copy of Memorandum and Articles of Association of the company.
5. All relevant documentation related to the Bidding Process.

C. At the time of delivery the authorized person would have to show the original documents of:

1. Original Authorization letter of the Company.
2. Original ID Proof of the authorized Representative/ Individual appearing like AADHAR/PC.
3. Original PAN Card of the Company/ Individual.
4. Proof of Successful Bidding like Email communication etc.

ANNEXURE V

Technical Terms and Conditions of E-Auction

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” and as such, the E-Auction shall be without any kind of waivers, warranties and indemnities and the proposed E-Auction of assets of the Company as Assets in a slump sale through approved service provider National E-Governance Services Limited. E-Auction tender document containing online E-Auction bid form, Declaration, General Terms and conditions of online E-Auction are available on websites <https://nbid.nesl.co.in/> Address: National E- Governance Services Limited, Gresham Assurance House, 4th Floor, Sir P.M. Road, Fort, Mumbai-400001 Contact person: Mr. Neel Doshi , Email id: neeld@nesl.co.in Phone No. +91- 9404000667 (On going to the link <https://nbid.nesl.co.in/> bidders will have to search for the mentioned company by Company’s name Kanoovi Foods Private Limited (in Liquidation).
2. The intending bidders prior to submitting their bid, should make their independent inquiries regarding the encumbrances, title of property, claims/rights/dues/affecting the property, inspect the property at their own expenses and satisfy themselves. The date and time of inspection of the property as confirmed - Email Mr. CA Devang P. Sampat - dpsampat@sampatassociates.in.
3. The intending bidders are required to deposit EMD amount either through NEFT/RTGS/DD in the account:

Name of Account holder: *	“KANOVI FOODS LIQUIDATION A/C-PVT. LTD”
Account Number:	59219820925550
Account Type:	Current Account
Name of Bank:	HDFC Bank Ltd.
Branch:	Unit No. 1, Town Center, Andheri Kurla RD. Near Kobe Sizzlers Andheri East, Mumbai – 400059, Maharashtra.
IFS Code:	HDFC0000592
MICR Code:	400240076

*Demand draft shall reach the office of liquidator on/before 05:00 PM of **MAY 19 2022**..

4. The intending bidder should submit the evidence for EMD Deposit, Request Letter for participation in the E-Auction along with Self attested copy of (1) Proof of Identification (2) Current Address-Proof (3) PAN card (4) Valid e-mail ID (5) Landline and Mobile Phone number (6) Affidavit and Undertaking, as per Annexure I (7) Bid Application Form as per Annexure II (8) Declaration by Bidder, as per Annexure III, as per Annexure V, the formats of these Annexure can be taken from this E-Auction notice. These documents should reach the office of the liquidator or by E-mail, at the address given above **before 05:00 PM of MAY 19 2022**.
5. Name of the eligible Bidders will be identified by the Liquidator to participate in online E-Auction on the portal (<https://nbid.nesl.co.in/>). The E-Auction service provider will provide User id and password by email to eligible bidders.

6. The declaration as per the format set out in Annexure I, III and V must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
7. In case bid is placed in the last 5 minutes of the closing time of the E-Auction, the closing time will automatically get extended for 5 minutes with unlimited extension. The bidder who submits the highest bid amount (not below the reserve price) on closure of E-Auction process shall be declared as Successful bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Liquidator.
8. The EMD of the Successful Bidder shall be retained towards part E-Auction consideration and the EMD of unsuccessful bidders shall be refunded. The EMD shall not bear any interest. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount (-) EMD Amount) within 90 days on issuance of the LOI by the Liquidator (Provided that payments made after thirty days shall attract interest at the rate of 12% p.a.). Default in deposit of the balance amount by the successful bidder within the time limit as mentioned in the LOI would entail forfeiture of the entire amount deposited (EMD (+) Any Other Amount) by the Successful Bidder.
9. The purchaser shall bear the applicable stamp duties/transfer charge, fees etc. and all the statutory/non-statutory dues, taxes, rates, assessment charges, fees, GST etc. in respect of the property put on E-Auction.
10. 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 E-Auction proceeding at any stage without assigning any reason there for. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
11. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited. Cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
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 highest and the latest bid on the E-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.
14. After the conclusion of the E-Auction for each Property, the Successful Bidder shall be informed through a message generated automatically by the Platform, 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.

15. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller (Liquidator). It is advisable and recommended to bid before end time of extended period to avoid last moment issues like connectivity problem, power cut problem, internet failure and non submission bid due to any other circumstances. Liquidator and National E-Governance Services Limited. shall not be liable for non submission of last moment bid due to such reason.
16. The E-Auction certificate/agreement will be issued in the name of the successful bidder only and will not be issued in any other name in accordance with Regulation 33(1) and Schedule I of the Liquidation Regulations.
17. The E-Auction shall be subject to provisions of Insolvency and Bankruptcy Code 2016 and regulations made there under.
18. It is to be noted that the bidders have to bid liquidation as assets in a slump sale, consisting of all pre assets classes as above at a value not below than the reserve price. It is expressly stated that the person depositing EMD (Bidder) will be deemed to have made the Reserve price as the bid and this condition is accepted by person depositing EMD (Bidder).

I/ We, hereby confirm that I/ we will honor the bids placed by me/ us during the E-Auction process in accordance with the document and all terms and contents are accepted by me/ us.

Signature

Name:

Address:

E-mail ID:

Mobile: