E-AUCTION PROCESS INFORMATION DOCUMENT (EAPID) of Monotona Tyres Limited

{For Sale of Assets of Corporate Debtor as per Regulation 32(a)}

Terms & Conditions for Participation in E-Auction Process for Sale of assets of Monotona Tyres Limited- in Liquidation ("Company"/"Corporate Debtor") under the provisions of Insolvency and Bankruptcy Code, 2016 vide order of Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT") dated 23rd June, 2023 (A copy of the order was served on 26th June 2023) passed by Hon'ble National Company Tribunal, Mumbai Bench ("NCLT")

Date of Public Advertisement: 09th October, 2024

Date of submission of documents by Prospective Bidders: 26th October 2024

Date of Submission of EMD along with additional documents: 05th November 2024

Date of E-Auction: 07th November, 2024

Issued by

Sanjay Mehra

(Registration No.: IBBI/IPA-001/IP-P-01818/2019 -2020/12784)

Liquidator of MONOTONA TYRES LIMITED - In Liquidation

Registered Office: N0. 279, 286, 287(P), DAKIVALI BHIWANDI WADA ROAD NEAR TANSA RIVER, TALUKA WADA Wada MH 421312 IN

Email: rp.monotonatyres@gmail.com, sanjay.mehra64@gmail.com

(Mr. Sanjay Mehra is a Registered Insolvency Professional with Insolvency and Bankruptcy Board of India ("**IBBI**"). His registration number is IBBI/IPA-001/IP-P-01818/2019 -2020/12784. Mr. Sanjay Mehra has been appointed as a Liquidator of Monotona Tyres Limited by Hon'ble NCLT, Mumbai Bench, vide its order dated 23rd June, 2023 (A copy of the order was served on 26th June 2023). The affairs, business and property of Monotona Tyres Limited are being managed by the Liquidator, Sanjay Mehra.)

Sd/-
Sanjay Mehra
Liquidator of Monotona Tyres Limited
IP Registration No. IBBI/IPA-001/IP-P-01818/2019 -2020/12784
Registered Address & Email ID with IBBI:
B-11, Third Floor, Geetanjali Enclave, Opp Aurbindo College, New Delhi,110017
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sanjay.mehra64@gmail.com, rp.monotonatyres@gmail.com
Date: 09th October, 2024
Place: New Delhi

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NOTES:

1. This E-Auction Process Information Document (EAPID) is issued only for the Bidders interested in participating in the liquidation process of Monotona Tyres Limited whereby the company in liquidation and its assets are being sold on a piecemeal basis.

2. The terms and conditions, deadlines etc. for participating in the electronic auction are provided in this E- Auction Process Information Document (EAPID).

3. The term “Sale of the assets of the Company on a piecemeal basis” wherever used in this document shall mean, Sale of the assets of the Company on a piecemeal basis in accordance with the provisions of IBC, Liquidation Process Regulations and this EAPID.

4. The entire process shall be subject to extant Regulations, the Code and approval of the Adjudicating Authority.

5. Bidders desirous to submit their Bid shall submit their Bids on E-Auction Portal https://nbid.nesl.co.in/app/login

DISCLAIMER

This EAPID is issued by Mr. Sanjay Mehra (an insolvency professional with IP Registration No. IBBI/IPA-001/IP-P-01818/2019 -2020/12784), the Liquidator of Monotona Tyres Limited appointed by the Hon'ble National Company Law Tribunal, Kolkata Bench vide its order dated 023rd June, 2023 (A copy of the order was served on 26th June 2023) to provide general information, about specific objectives, suitability, financial situations, and the requirements of any particular person.

The purpose of this EAPID is to lay out the process for submitting the Bid by the prospective Bidders through E Auction for participating in the process of Sale of the assets of the Company on a piecemeal basis, in accordance with the provisions of EAPID, IBC and Liquidation Process Regulations. Neither this EAPID nor anything contained herein shall form the basis of, or be relied upon as a contract, agreement, undertaking, understanding or any commitment whatsoever. This EAPID does not solicit any action based on the material contained herein.

This EAPID is not a statutory document, and it has not been approved or registered with any regulatory or statutory authority of Government of India or any state government or by any stock exchange in India or any other jurisdiction. Nothing herein contained or materials relating to the EAPID should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.

It is to be noted that no information being provided in this EAPID claims to be comprehensive. Independent due diligence of the intended user/recipient of this EAPID or by the Bidder is highly recommended. While this information 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 and will be expressly disclaimed by the Liquidator or by any of his representatives, officers, agents, or the Company in relation to the accuracy, fairness, authenticity or completeness of this EAPID or any other written or oral information made available to any prospective Bidder or its advisors. In so far as the information contained in this EAPID includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this EAPID, the Bidder shall be deemed to have acknowledged that it has not *relied upon any representation and warranty made by the Liquidator and it would be deemed that the bidder has taken the decision based on his own due diligence of the assets, operations, title, value, amount of working capital, etc. and all other important factors required for taking such decision.*

This EAPID and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this EAPID, without prior written approval from the Liquidator

Further, apart from the provisions set out in this EAPID, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC and Liquidation Process Regulations as well as all laws in force that are or may be applicable to the Bidder or the intended manner of sale envisaged under this EAPID and for obtaining consents, waiver from requisite regulatory and statutory approvals from the concerned regulators, third parties and governmental authorities in order to consummate the sale process as contemplated in the EAPID.

Under no circumstances shall the Bidder make any contact, direct or indirect, by any mode whatsoever, with the Company or the employees, consultants and advisors of the company, until the Liquidator gives his written permission. The Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the Confidentiality Undertaking and provisions of IBC.

No Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EAPID or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this EAPID and any assessment, assumption, statement or information contained therein or deemed to form part of this EAPID, and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

The sale of the Company is proposed to be done on "as is where is basis ", "as is what is basis", "whatever there is basis”" and "no recourse”" basis and the proposed Sale *of the assets of the Company on a piecemeal basis does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer subject to terms and condition of this E-Auction Document. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company or in current assets, working capital assets of the company.*

The Bidders shall bear all its costs and charges associated with or relating to the preparation and submission of its Bid including but not limited to physical and electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator, or any other costs incurred in connection with or relating to its Bid.

This EAPID is neither an agreement nor an offer by the Liquidator to the prospective Bidders or any other person. The objective of this EAPID is to provide prospective Bidders with information that may be useful to them in making their Bid. It may be noted that the assumptions, assessments, statements and information contained in the EAPID 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 EAPID and may get independent advice from appropriate sources.

Information provided in this EAPID to the Bidder(s) has been collected and collated from several sources. This E-Auction Process Information Document may not be all inclusive and may not contain all of the information that the recipient may consider material for the purpose of submission of its Bid. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.

The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Liquidator, or any of his respective professional advisors, affiliates, or Representatives for showing any favor in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.

Neither the information in this E-Auction Process Information Document nor any other written or oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.

It is to be noted that by procuring a copy of this EAPID, the recipient accepts the terms of this Disclaimer, which forms an integral part of this EAPID.

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1. INFORMATION MUST BE READ BEFORE BIDDING

1.1 This EAPID has been issued for the purpose of carrying out electronic auction (E-Auction) of assets of Monotona Tyres Limited (In liquidation) (the "Company" or "Corporate Debtor") being sold on a consolidated basis and piecemeal basis under Regulation 32 of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations).

1.2 The information provided in this EAPID should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this EAPID and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations shall always prevail.

1.3 The information contained in this EAPID or subsequently provided to Bidder(s), whether verbally or in documentary or electronically or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this EAPID.

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 EAPID.

1.5 The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this EAPID or, any action taken or omitted to be taken pursuant to this EAPID. 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 EAPID. Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion without obligation to notify any Person of such revision or changes.

1.6 The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to declare one of the bidders as Successful Bidder for the sale of the assets and properties of the Company on piecemeal basis and the Liquidator in consultation with SCC, reserves his right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

1.7 National E-Governance Services Ltd. (NeSL), 5th Floor, the Estate, 121, Dickenson Rd, Sivanchetti Gardens, Bengaluru, Karnataka 560042 (E-Auction Service Provider") has been appointed as the E-Auction Service Provider. The sale of the assets of the Company on a piecemeal basis is being undertaken by the E-Auction Service Provider for and on behalf of the liquidator 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:

1.8 The sale of the Company as contemplated in this EAPID shall be undertaken by the E-Auction Service Provider for and on behalf of the Liquidator 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 and the relevant annexures and formats are provided herein:

Type of Bid	**E-Auction (online only)**
Seller	Sanjay Mehra (Liquidator for Monotona Tyres Limited)
Website of E-Auction Service Provider	**https://nbid.nesl.co.in/app/login**
E-Auction Service Provider	National E-Governance Services Ltd. (NeSL), 5th Floor, the Estate, 121, Dickenson Rd, Sivanchetti Gardens, Bengaluru, Karnataka 560042 Contact Person: Mr. Araventhan Email ID - araventhanse@nesl.co.in Mobile No: +91-9384676709

Annexures and formats	**Annexure I:** *DETAILS OF THE BIDDER* **Annexure II:** *AFFIDAVIT AND UNDERTAKING (29A)* **Annexure III:** *CONFIDENTIALITY UNDERTAKING* **Annexure IV:** *BID APPLICATION FORM* **Annexure V***: TERMS AND CONDITION OF THE E-AUCTION* **Annexure VI:** *DECLARATION BY QUALIFIED BIDDER* **Annexure VII:** *DESCRIPTION OF ASSETS*

1.9 All terms and conditions with respect to the sale of the assets of the Company on a piecemeal basis shall be governed in accordance with the provisions of IBC and Liquidation Process Regulations read with the directions issued by the Liquidator and NCLT from time to time. As mandated, the Liquidator shall exercise all rights with respect to sale of the assets of the Company and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary to facilitate the Liquidator in conducting the sale of the Company.

1.10 The Annexures and Formats to this EAPID shall form an integral part hereof and this EAPID shall always be read in conjunction with the Annexures and Formats appended hereto. This EAPID is neither transferable nor assignable. All documents/information in relation to assets of the Company as is available with the Liquidator shall be made available to Qualified Bidder(s) on request to the Liquidator through Data Room maintained at the link provided by the Data Room Service Provider. Nothing contained in this E- Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, any other law in force, and/ or any instrument having the force of law, as may be applicable to them.

1.11 The documents relating to the asset(s), to the extent available, shall be provided on request to be made to the Liquidator at rp.monotonatyres@gmail.com.

2. KEY DEFINITIONS

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

2.2 "**Applicable Law(s)**" shall mean, any or all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC Code, IBBI Regulations, IBBI Liquidation Process Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Income Tax Act, 1961, The Goods and Services Tax Act, 2017, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this EAPID or thereafter and each as amended from time to time;

2.3 **"Bid**" means, any bid or offer along with other documents, submitted by the Bidder(s) as required in terms of the Public Advertisement and E- Auction Process Information Document issued by the Liquidator and in accordance with the provisions of IBC read together with the Liquidation Process Regulations as amended from time to time and the Applicable Law(s);

2.4 "**Bidder(s)**" shall mean a Person or Persons as the case may be, who submitted a Bid as per the EAPID; and shall include a Prospective Bidder, Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

2.5 "**Bid Application Form**" shall mean the form as specified in **Annexure II** of this EAPID;

2.6 "**Bid Declaration Form**" shall mean a declaration by the Bidders in form as specified in **Annexure III** of this EAPID;

2.7 "**Company**" or **"Corporate Debtor" shall** mean *"Monotona Tyres Limited"*, a company incorporated in India, having its registered office at N0. 279, 286, 287(P), DAKIVALI BHIWANDI WADA ROAD NEAR TANSA RIVER, TALUKA

WADA Wada MH 421312 IN

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

2.9 "**Confidentiality Undertaking**" shall mean an undertaking as specified in **Annexure-V** herewith;

2.10 "**Data Room**" or "**Virtual Data Room**" shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company;

2.11 "**E-Auction Process**"/"**E-Auction**" shall mean the electronic auction process for sale of the Company conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E- Auction Process Information Document inviting Bid from the Bidders for consummating the sale of the assets of the Company on a piecemeal basis in accordance with the provisions of IBC and Liquidation Process Regulations;

2.12 **"E-Auction Process Information Document" or** "**EAPID**" means this document including all the annexures, formats hereto, Information Memorandum, Data Room information/documents, for the purposes of setting out the process for submission of a bid and selection of Successful Bidder in accordance with the provisions of the IBC and Liquidation Process Regulations and shall include all supplements, modifications, amendments, addendums, alterations or clarifications thereto issued in accordance with the terms hereof;

2.13 "**Eligibility Criteria**" shall mean the legal criteria as specified in the Clause 5 of this E- Auction Process Information Document;

2.14 "**IBC**"/ "**Code**" shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time;

2.15 "**Adjudicating Authority**" shall mean the NCLT, acting in its capacity as the adjudicating authority under the IBC.

2.16 "**LOI**" shall mean the letter of intent issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the sale of assets of the Company on a piecemeal basis, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations;

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

2.18 "**Liquidator**" means Mr. Sanjay Mehra, an Insolvency Professional registered with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IP-P-01818/2019-2020/12784, appointed by NCLT,

2.19 **"Liquidation Cost", "**means any cost incurred by the liquidator during the period of liquidation subject to such regulations, as may be specified by the Board"[1].

2.20 **"Prospective Bidder(s)"**

Prospective bidder is a bidder who shows interest in the property that has been put for sale as per the said auction document and has provided the relevant documents

[1] As per regulation 3(16) of Insolvency and Bankruptcy code of India 2016.

to become the Qualified Bidder.

2.21 "**Public Advertisement**" shall mean an announcement dated 09th October, 2024 in newspaper(s) inviting an expression of interest from the Bidders, who shall submit their Bid to participate in the liquidation process of the Company in accordance with the provisions of IBC and Liquidation Process Regulations;

2.22 "**Qualified Bidder(s)**" shall mean a Bidder who fulfills the eligibility criteria listed out in the EAPID and the same is confirmed by the liquidator as per the timelines of this E-Auction Document.

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

2.24 "**Successful Bidder**" means, the Qualified Bidder whose Bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase as per the provision of this EAPID, provisions of IBC and the Liquidation Process Regulations and shall include the SPV (if any) through which the Successful Bidder proposes to consummate the sale transaction as per this E-Auction Process Document.

2.25 "**Taxes**" means any taxes including any stamp duty, interest tax, excise duties, customs duties, value added tax, sales tax, local taxes, charges, cess, income tax, TDS, TCS, GST, CST, entry tax, octroi and any impost or surcharge of like nature (whether central, state or local) charged, levied or imposed by any governmental authority, as per the requirements of Applicable Laws.

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

3. INTRODUCTION

Monotona Tyres Ltd (MTL) was incorporated on 25th January 1995, and became part of the Ruia Group in 2007 as a small, loss-making unit. MTL boasts an impressive client list and had been supplying tyres and tubes to Bajaj Auto Limited under the brand name MTL RACER. That was the big beginning. MTL set up a new plant and started making 1.5 million tyres and tubes per annum.

Annualized capacity was reached by 2000, while today, after the inclusion into the Ruia Group, MTL has expanded to a capacity of 300,000 Tyres & 600,000 tubes per month, and is supplying to Bajaj Auto, Mahindra, Rahul Coach Builders Pvt. Ltd etc.

MTL also makes DUNLOP and DONIN brand Tyres & tubes. However, an Application under Section 9 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "Code") was filed by M/s Sunrise TRS Limited ("Operational Creditor") against the M/s Monotona Tyres Limited (hereinafter to as "Corporate Debtor") before this Hon'ble Tribunal. Accordingly, Mr. Manoj Kumar Mishra was appointed as the Interim Resolution Professional of the Corporate Debtor on 30.11.2018, by the Hon'ble NCLT, Mumbai and was later regularized as Resolution Professional by the COC on 05.02.2019.

It is pertinent to mention that as per the provision of IBC 2016 the RP made various efforts for invitation of Resolution Plan by publication of Form -G. During this period the Expression of interest was published and 4 prospective Resolution Applicant came forward but failed to comply with the conditions of Resolution. Again, the Expression of interest was further extended and 2 more prospective Resolution Applicants came forward, but they too failed to comply with the basic conditions of Resolution. After that the COC members have again directed the Resolution professional to apply for extension of time for CIRP period, which was done by the Applicant by filing another M.A 1257/2020 before Hon'ble NCLT. However, on 22.09.2020, M.A 1257 was disposed of by passing the order that the Resolution Professional was now at the liberty to file Appropriate Application as already the period of 660 days of CIRP period was over.

Since the CIRP is the time bound mechanism and 660 days of CIRP period was already over and Resolution Professional is duty bound to apply for Liquidation of Corporate Debtor. That one of the Committee Member Globe Fincap proposed the name of Mr. San jay Mehra as a proposed Liquidator of the company. Accordingly, voting was invited from the Committee of Creditors. That in view of the fact that there was no Resolution Applicant for the company after invitation of expression of interest. The Parties, who put up the enquiry in this regard, did not revert with satisfaction of the conditions for the Resolution Plan. Under the situation, irrespective of the decision of Committee of Creditors, the Resolution Professional is duty bound to apply for the liquidation of the corporate Debtor. Thus, an application for Liquidation under section 33(1) was filed.

Thereafter, the Liquidation Process of Monotona Tyres Limited under Chapter III Section 33 of the Insolvency and Bankruptcy Code 2016 commenced through order of the Hon'ble National Company Law Tribunal, Mumbai Bench on 23rd June, 2023, and Mr. Sanjay Mehra, was appointed as the liquidator by the order of Hon’ble NCLT, Mumbai Bench. However, the copy of the Liquidation Order was received by the Liquidator on 26th June, 2023.

NOTE: -

It is pertinent to mention that a Slump Sale Agreement was executed between M/s Monotona Tyres Limited and Devamata Commercials Private Limited dated 05/05/2018.

The said agreement was challenged by IRP/RP before Hon'ble NCLT under section 43, 49 & 19(2) bearing MA 1061/2019, in CP No.286/IBC/NCLT/MB/MAH/2018 wherein the matter was heard at length and finally an order was pronounced 18/10/2019. (A copy of the said order is attached herewith for your reference). The relevant extract of the order is as follows: -

"11.Hence, it is ordered that the said transaction, being wrong in law, is hereby set aside. Any benefits derived by any person from this transaction be restored to the Corporate Debtor. The financial position of the Corporate Debtor as on the date of insolvency commencement shall be deemed to be as if there was no such transaction entered into by the Corporate Debtor."

However, an appeal was preferred by your good office before Hon'ble NCLAT in Company Appeal (AT) (Ins.) No. 1476 of 2019 & Company Appeal (AT) (Ins.) No. 33 of

2020 wherein the matter was heard on 25/08/2022 and court directed as follows: -

"The appeal is thus allowed. The impugned order passed in MA No. 1061/2019 & M.A. No. 2265/2019 are set aside. The matter is remanded back to the National Company Law Tribunal, Mumbai for passing a fresh order after affording an opportunity of hearing to the appellant and also by passing a speaking order."

A copy of the order is attached herewith for your reference. Post this the said order was mentioned before Hon'ble NCLT Mumbai Bench wherein the matter was heard on 22/09/2022 wherein the restoration of IA was allowed and post this the matter has been listed on various occasions wherein The National Company Law Tribunal (NCLT) delivered a significant final decision on September 30, 2024, regarding the Slump Sale Agreement between Monotona and Devamata. The Tribunal ruled as follows:

Setting Aside the Sale: The Tribunal set aside the Slump Sale Agreement dated May 5, 2018, stating that it was intended to defeat the rights of the creditors of Monotona.

Return of Assets: Devamata was directed to return all the assets acquired under the Slump Sale Agreement to the Resolution Professional (RP) of Monotona.

Right to Claim: While the sale was invalidated, Devamata was granted the liberty to file an appropriate claim with the RP concerning any debts owed to it by Monotona, including loans paid off to SBI on behalf of Monotona. Please refer to the attached copy of order for your ready reference.

4. TERMS AND CONDITIONS OF THE E-AUCTION:

The sale of the assets of the company as mentioned in this E-Auction Process Document and the notice of sale dated 09th October, 2024 (published in Newspaper) published by the Liquidator pursuant to the appointment by the Hon’ble NCLT Mumbai Bench, shall be subject to the following conditions and the conditions set out in annexures**.**

4.1 Nature and object of the E-Auction

The online e-auction sale is with the object of facilitating a free, fair and transparent piecemeal basis and for achieving best-possible recovery for the Company.

4.2 Cautions to Bidders:

a. The auction is being conducted strictly on an "**As is where is, as is what is there is, and without recourse basis".**
b. Bidders are advised to go through all the terms and conditions of sale given in this E- Auction Process Document and also in the Notice of Sale before participating in the online bidding/auction.
c. The e-auction shall entitle the Successful Bidder to all the rights of the incumbent holder in respect of the assets put for E-Auction. Details of the assets as stated under "Identification of Assets and Liabilities for Sale and Methodology Adopted for Sale by the Liquidator and neither the Liquidator nor the Agency shall, in any way, be responsible for any variation in the extent of the assets due to any reason.

4.3 Inspection of the Assets - Buyers Beware:

a. Bidders are requested to inspect the assets and satisfy themselves regarding the area, physical nature, condition, extent etc., of the assets prior to submission of their online bids. All costs incurred in connection with such inspection shall be borne by the Bidders.
b. The Agency/the Liquidator shall not be responsible for rendering any assistance to the Bidder in connection with its independent inspection of the Properties.
c. Bidders are bound by the principle of Caveat Emptor (buyer beware)
d. Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to their title to the properties.
e. The Liquidator does not have access to complete Books of Accounts/Registers of the Corporate Debtor due to non-cooperation by the Directors.

5. ELIGIBILITY

A Bidder shall not be eligible to submit a bid in relation to the sale of assets of the Company on a piecemeal basis if it fails to meet the Legal Criteria and Pre-Bid Qualifications as set out below:

5.1. Legal Criteria

Proviso to Section 35A(f) of the IBC provides that the Liquidator shall not sell the assets of the Company to any person who is not eligible to be a resolution applicant. Section 29A of IBC defines the persons not eligible to be resolution applicant. Section 29A of the IBC is reproduced as below for reference purposes only:

"Sec 29A. Persons not eligible to be resolution applicant/Auction Bidder under Liquidation:

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

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

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

h) *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;

i) *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;*

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

k) *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 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".

6. PRE-BID QUALIFICATIONS (ELIGIBILITY CRITERIA)

A bidder shall not be eligible to submit a bid during the auction process, if the following eligibility criteria, being the pre-bid qualifications are not met:

CRITERIA FOR BLOCK A

Eligibility Criteria for Companies/LLP/OPC registered with Registrar of Companies under Companies Act

a) Minimum **Net Worth of Rs. 5 Crore** as per the Financial Statements of the latest Financial Year and the bidder should be able to produce evidence that he has arrangement for the entire amount of the bid submitted by him.

b) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;

c) None of its designated partners/partners are disqualified to act as a 'director' under the Companies Act, 2013;

d) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

Eligibility Criteria for Firms/Sole Proprietorship/HUF/Partnership

a) Minimum **Net Worth of Rs. 2 Crore** as per the Financial Statements of the latest Financial Year and the bidder should be able to produce evidence that he has arrangement for the entire amount of the bid submitted by him

b) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;

c) None of its designated partners/partners are disqualified to act as a 'director' under the Companies Act, 2013;

d) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

CRITERIA FOR BLOCK B & C

Eligibility Criteria for Companies/LLP/OPC registered with Registrar of Companies under Companies Act

e) Minimum **Net Worth of Rs. 1 Crore** as per the Financial Statements of the latest Financial Year and the bidder should be able to produce evidence that he has arrangement for the entire amount of the bid submitted by him.

f) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;

g) None of its designated partners/partners are disqualified to act as a 'director' under the Companies Act, 2013;

h) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets.

Eligibility Criteria for Firms/Sole Proprietorship/HUF/Partnership

e) Minimum **Net Worth of Rs. 50 Lakhs** as per the Financial Statements of the latest Financial Year and the bidder should be able to produce evidence that he has arrangement for the entire amount of the bid submitted by him

f) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;

g) None of its designated partners/partners are disqualified to act as a 'director' under the Companies Act, 2013;

h) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

GENERAL NOTE:-

Prior to bidding, the bidder is required to provide the latest Financial Statements, all KYC documents, all documents in evidence of constitution of the bidder, all documents regarding registration of the bidder under the relevant law under which registered and other necessary documents required to assess the above criteria to the Liquidator. The Liquidator has a discretion to accept bids/offers/interest beyond the above minimum eligibility criteria, in case, the same ensures highest realization to the stakeholders. Last two years ITR and GST registeration certifcate shal be provided to liqudiator along wiht KYC.

Note: - The liquidator reserves the right to amend or to add new eligibility criteria based upon the type of prospective bidder who are interested to bid in the Auction.

7. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

7.1 DOCUMENTS REQUIRED FROM PROSPECTIVE BIDDER: -

1. All documents regarding ownership and constitution structure and composition of the E-Auction Applicant / Bidder, all documents regarding registration of the bidder showing under which it is eligible to do business in India, KYC documents, Proof of Identity, Current Address Proof, PAN card, valid e-mail ID, Landline and Mobile Phone number. Basic details of the Prospective Bidder as per **ANNEXURE I**.
2. Authorization to the Signatory (in case the bidder is a legal entity or any third person is appointed as an authorized representative in any case)
3. Affidavit and undertaking for eligibility under Section 29A along with a list of relatives and marked as **ANNEXURE II**.
4. Confidentiality Undertaking as per **ANNEXURE III.**

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, if needed, the site visits, only the eligible bidders, may also be coordinated by the Liquidator.

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.

NOTE: - These documents are required to be submitted by the prospective bidder within minimum 14 days of issuance of sale notice. Hence the said document should reach the office of liquidator on or before 26th October, 2024**.** However, after the said date no new bidder will be allowed to submit the documents.

7.2 DOCUMENTS TO BE SUBMITTED BY THE QUALIFIED BIDDER

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

1. Bid Application Form as per **ANNEXURE IV.**
2. Terms and Condition of the E-Auction to be accepted by the Qualified Bidder under **ANNEXURE V.**
3. Description of assets put for auction as per **ANNEXURE VI.**

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.

NOTE: - These documents are required to be submitted by the Qualified Bidder within 7 days of declaration as qualified bidder along with EMD. Hence the said document should reach the office of liquidator on or before 05th November, 2024.

8. SITE VISIT

8.1. The Qualified Bidder is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to Site Visits shall be borne by the Qualified Bidder.

8.2. In Site Visit, the Qualified Bidder(s) may carry out its own comprehensive due diligence in respect of the Company and shall be deemed to have full knowledge of the condition of the Company, its assets, relevant documents, information etc. whether or not the Qualified Bidder actually inspects or participates in the Site Visit or verifies the document provided by the Liquidator. During the Site Visit, a Qualified Bidder shall not:

(i) Take any photographs of the assets lying at the Site or take any documents back with them; or
(ii) Initiate any discussion regarding the Liquidation Process, with the personnel at Site.

8.3. The Qualified Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred in carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the Bid.

8.4. Any delay in completion of the Site Visit by the Qualified Bidder, shall not entitle the Qualified Bidder to any extension in the timelines, including the timeline for completion of such Site Visit or submission of the Bid, by or before the last date for submission of the Bid.

The Liquidator may coordinate a site visit for Qualified Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Qualified Bidders. The Liquidator will communicate, in advance, to such Qualified Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Qualified Bidder. The handling charges for opening any container lying at the Site are high and the process is also heavily time consuming. Hence, the Qualified Bidder would not be allowed to inspect more than 4(four) boxes of goods and such handling charges for inspection of the goods would be borne by the Liquidator subject to discretion of the liquidator based upon the discussion and situation in hand.

Note: the site visit can be conducted with prior approval of the team of liquidator and before the last date of submission of EMD.

9. IDENTIFICATION OF ASSETS AND LIABILITIES FOR SALE AND METHODOLOGY ADOPTED FOR SALE BY THE LIQUIDATOR

9.1 Monotona Tyres Ltd (MTL) was incorporated on 25th January 1995, and became part of the Ruia Group in 2007 as a small, loss-making unit. MTL boasts an impressive client list and had been supplying tyres and tubes to Bajaj Auto Limited under the brand name MTL RACER. That was the big beginning. MTL set up a new plant and started making 1.5 million tyres and tubes per annum.

9.2 Annualized capacity was reached by 2000, while today, after the inclusion into the Ruia Group, MTL has expanded to a capacity of 300,000 tyres & 600,000 tubes per month, and is supplying to Bajaj Auto, Mahindra, Rahul Coach Builders Pvt. Ltd etc.

9.3 In view of the SCC Meeting, the Liquidator in consonance with the advice of SCC members agreed to conduct an e-auction for the sale of the assets of the Corporate Debtor subject to pending litigation, more particularly the assets situated at Gut No. 279,286 & 287, Village Dakivali, Bhiwandi Wada Road, Near Tansa River, Taluka Wad a, Dist Palghar-421312.

9.4 The assets of the Corporate Debtor are being sold on a piecemeal basis. The sale document covers the terms and conditions for sale of the assets of the Corporate Debtor on a piecemeal basis:

Asset	Block	Reserve Price (INR)	Initial EMD Amount (INR)	Incremental Value (INR)
ALL ASSETS COMBINED including land, building with plant and machinery situated at Gut No. 279,286 & 287, Village Dakivali, Bhiwandi Wada Road, Near Tansa River, Taluka Wada, Dist. Palghar-421312.	A	17.52 Cr	1.75 Crore	5 Lacs
Industrial Land and Building (Area-19465.39 Sq Mtrs Approx) situated at Gut No. 279,286 & 287, Village Dakivali, Bhiwandi Wada Road, Near Tansa River, Taluka Wad a, Dist.	B	10.66 Cr	1.06 Crore	3 Lacs

Palghar-421312 along with BUILDING AND SHED consisting of consists of various Main Shed, Car Parking Shed. Watchman Cabin and Transformer Shed etc.				
PLANT AND MACHINERY Plant and Equipment, Furniture and Fixtures, Office Equipment) located at Gut No. 279, 286 & 287, Village Dakivali, Bhiwandi Wada Road, Near Tansa River. Taluka Wada, DistPalghar-421312, Maharashtra	D	1.21 Cr	12.1 Lacs	2 Lacs

NOTE: - The above-mentioned amount does not include GST or any other tax and if the same will be applicable, it will be charged as per applicable law over and above the highest bid amount.

The bidders have options to bid from Block A till Block C wherein Block A has an overriding preference over Block B & C, which means that if there is a bid received for Block A higher than or equal to the reserve price of Blocks from Block B till Block C, then the bids for Block B till Block C shall ALL BE CANCELLED AND ALL CONSIDERED TO BE NULLIFIED in consultation with SCC, except in a case when the cumulative bid amounts received by adding the successful bids under Blocks from Block B till Block C are higher than the bid received for Block A. This is a hypothetical situation and the liquidator in consultation with SCC reserve the right to announce the successful bidder subject to pending litigation.

9.5 It is further clarified that the sale of the assets of the Company on a piecemeal basis in accordance with the provisions of IBC and the IBBI (Liquidation Process) Regulations, 2016 on "**As is where is basis**", "**As is what is basis**", "**Whatever there is basis**" and "**No recourse**" basis and the proposed sale as specified above does not entail transfer of any title, except the title which the Company has on the assets as on date of the transfer.

10. DUE DILIGENCE/DATA ROOM/CLARIFICATIONS

The Liquidator shall endeavor to provide necessary assistance, facilitating the due diligence by Qualified Bidders. The information and documents shall be provided by the Liquidator in good faith.

The Liquidator proposes sale of the assets of the Company on a piecemeal basis in accordance with the provisions of IBC and The IBBI (Liquidation Process) Regulations, 2016 on *"As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse"* basis and the proposed sale as specified above does not entail transfer of any title, except the title which the Company has on the assets as on date of the transfer.

The bidders are required to do their due diligence on the assets of the Corporate Debtor, and they are also responsible for the physical verification of the said assets lying at site before they participate in the bidding process. As already mentioned, the Liquidator or the Stakeholders' Consultation Committee would not be responsible for any variation in the list assets available on the Data Room or separately supplied to the bidders. Any shortage in the material at site at the time of handing over possession would not be considered as a reason for any claim from the Liquidator or SCC and such shortage would also not be used as reason for any claim.

The proposed sale as specified above does not entail transfer of any title, except the title which the Company has on the assets as on date of the transfer or any of its assets as determined by the Liquidator, etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the Bidder and would be borne by the Successful Bidder from the date of declaration as Successful Bidder and shall be due and payable immediately as and when intimated by the Liquidator or along with the payment of the balance sale consideration (at the Liquidator's discretion), as per the instructions of the Liquidator but shall in any event be payable prior to issuance of the sale certificate/sale deed/transfer deed by the Liquidator in favor of the Successful Bidder.

11. CLARIFICATIONS:

11.1 While the data/ information provided in this EAPID and the Data Room, has been prepared and provided in good faith, the Liquidator and his representatives and team shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.

11.2 It is further clarified that the data/information provided in the Data Room has been prepared based on books of accounts, financial statements, Company's website and discussions and representations by the erstwhile directors and key managerial personnel of the Company. Reasonable care has been taken in compiling various data and information, however the Liquidator along their advisors, consultants, representatives, make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the Data Room.

11.3 Any information or clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this EAPID. No request for modifications of the clarifications shall be entertained, however, the Liquidator, may, in a fit case and as per his discretion, issue modification to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to be read as a part of this EAPID.

11.4 A Bidder requiring any clarification on this EAPID, Liquidation Process, submission of the Bid or on the Company shall email such request for clarification to rp.monotonatyres@gmail.com with a copy to sanjay.mehra64@gmail.com.

11.5 The Liquidator reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this E-Auction Process Information Document shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

12. MODE OF SALE AND AUCTION PROCESS

12.1. The liquidator proposes to conduct the sale of the assets of the Company on a piecemeal basis as contemplated under Regulation 32 of The IBBI (Liquidation Process) Regulations, 2016 through this EAPID.

The Successful Bidder shall be required to complete the sale of assets of the Corporate Debtor on a piecemeal basis in accordance with the provisions of IBC and The IBBI (Liquidation Process) Regulations, 2016. The bidder will be declared as successful subject to discussion with SCC members. The liquidator reserves his right to announce the H1 bidder. The liquidator and SCC collectively **have all the powers to cancel/postpone** the entire process of auction, in case the bid amount is not found acceptable to them and to put the assets on re-auction with similar or different terms and conditions by providing sufficient reasons. However, the EMD would be refunded to all the bidders without any interest.

After Announcement of Successful Bidder in consultation with SCC, the liquidator will execute a letter of Intent ("LOI") and the same needs to be executed by the successful bidder within a period of 7 days from the submission of bid, the terms of which shall be binding on him. A sale Certificate and / or conveyance document and /or transfer documents for the relevant asset /assets shall be issued /executed between Successful Bidder and the company, upon receipt of the balance sale consideration i.e., within a period of 30 days from issuance of LOI (Subject to pending matter). However, the charges if any or of any type shall be borne by the H1 bidder.

It is clarified that from the date of submission of the Bid, the Qualified Bidders shall not be entitled to withdraw, cancel or renegotiate the Bid under any circumstances or for any reason (including for any delay in getting the Final Approval Order) and by participating in this E-auction process, the Qualified Bidders specifically waive any such right to withdraw, cancel or renegotiate the Bid under all applicable law. In the event the Qualified Bidder makes any attempt to withdraw/cancel the Bid, renegotiate or does not complete payment of the sale consideration as per the timelines set out herein, the EMD and any other amounts paid by the Bidder shall be forfeited and the Bidder shall not be entitled to a refund of the same.

12.2. **Auction Process –**

12.1.1. The prospective bidder, who are interested in the assets of the Corporate Debtor, shall submit Eligibility Documents to the liquidator as per **ANNEXURE I to III** on or before the due date.

12.1.2. The Liquidator would verify the documents and check the eligibility as per Section 29A of IBC of the prospective bidders and accordingly, the Liquidator will provide approval of the Prospective Bidder i.e. declaring Qualified Bidders.

12.1.3. Thereafter, the qualified bidders shall conduct their own due diligence and inspection of the assets.

12.1.4. The Qualified Bidders will deposit earnest money within the timelines mentioned under this e-auction process document to participate in the auction process and also submit other Annexures/documents along with the EMD amount from **ANNEXURE IV to VI** as per due process laid down in this auction document.

12.1.5. Thereafter, the E- Auction will take place as scheduled through NESL.

12.1.6. Declaration of the Successful Bidder will be done by the Liquidator. The liquidator and SCC collectively have all the powers to cancel the entire process of auction, in case the bid amount is not found acceptable to them and to put the assets on re-auction with similar or different terms and conditions. However, the EMD would be refunded to all the bidders without any interest.

12.1.7. The Liquidator shall issue the LOI to the Successful Bidder which is required to be signed and accepted unconditionally by the Successful Bidder and returned to the Liquidator in 7 (seven) days duly executed, the terms of which shall be binding on the Successful Bidder.

12.1.8. The Successful Bidder shall be required to deposit the balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from the issuance of the Letter of Intent and after receiving order from NCLT. In accordance with Paragraph 1(12) of Schedule I of the Liquidation Process Regulations, for payments made after thirty (30) days, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period after the said 30th day till the date of payment. However, in case the successful bidder fails to make entire payment within 90 days from the date of issue of LOI, the Liquidator in consultation with SCC has a right to cancel the bid. Further, the LOI issued by the Liquidator shall be cancelled at the Liquidator's discretion if the payment is not received within the timelines specified in the Liquidation Process Regulations and/or this E-auction Process Document.

12.1.9. Upon the payment of balance sale consideration, the sale of assets of the Company on a piecemeal basis shall stand completed and the Liquidator shall execute a certificate of sale or any other document to consummate the sale transaction as contemplated under this E-Auction Process Information Document and the Liquidation Process Regulations. The liquidator will transfer the possession of the concerned assets as per the provision of IBC 2016 and as per the terms and condition as mentioned in this document on as is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse" basis at the time of handover.

12.1.10. On receipt of the entire sale consideration (plus applicable taxes and costs as determined by the Liquidator) from the Successful Bidder, the Liquidator shall execute a sale certificate in favor of the Successful Bidder for transferring the sale of assets of the Company on a piecemeal basis to the Successful Bidder.

12.1.11. The Liquidator reserves the right to alter, modify, cancel or relax any of the terms and conditions mentioned in this E-Auction Process Information Document in the interest of the liquidation process of the Company including cancellation of the E-Auction Process at any point of time. Any such alteration, modification, cancellation or relaxation of E-Auction Process shall be binding on the Bidder.

12.1.12. The Qualified Bidders, participating in the E-Auction Process, will have to Bid for an amount not less than the Reserve Price for acquiring the assets of the Company. A Qualified Bidder may improve its offer, multiple times during the E-auction process.

12.1.13. The attention of Qualified Bidders is invited to the fact that the Bidders cannot place a Bid for a value below the Reserve Price. Such Bid will stand automatically disqualified.

12.1.14. The access to the details of the assets of the Company/ Data Room will be provided only to Qualified Bidder, subject to submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking.

13. EARNEST MONEY DEPOSIT (EMD)

13.1. All the Bidders shall provide, prior to submission of their E- Auction an amount which is equal to the 10% of the reserve price which is already mentioned in Block A with as earnest money deposit (“EMD”).

13.2. It may be noted that the Qualified Bidder may request the Liquidator to permit the Bidder to submit the EMD through its Associate or Associate Company. Such payment of the EMD by an Associate or Associate Company of the Bidder shall be accompanied by a letter. Such an Associate or Associate Company must also be a Qualified Bidder as per the requirements specified in this E-Auction Process Information Document.

Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

13.3. Mode of Payment of EMD and other instructions relating to EMD

13.3.1. The EMD, would not be bearing any interest, has to be paid by the Bidder prior to uploading the online Bid Application Form.

13.3.2. Through RTGS / NEFT to the account number of the company as provided under by the liquidator in the name of Liquidation Account.

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

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

13.3.5. All the payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at rp.monotonatyres@gmail.com

13.3.6. The Qualified bidder can deposit the EMD through direct bank transfer, NEFT and RTGS, in the Liquidation Account as notified by the Liquidator in the given E-Auction Process Document.

13.3.7. It should be noted that no interest will be paid to the Bidder in relation to such EMD.

13.4. **Forfeiture of Earnest Money Deposit from the Bidder**

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

(i) If there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder.

(ii) In case Bidder is found to have made any misrepresentation or fraud; or

(iii) 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

(iv) If the Successful Bidder attempts to reduce/renegotiate the Bid amount under any circumstances.

(v) If the bidder participated in the auction but did not place any bid and make any effort to fail the auction. The liquidator may forfeit the EMD in consultation with SCC.

(vi) If the Bidder withdraws/cancels or make any attempt to withdraw or cancel its Bid at any time; or

(vii) If any bidder made any effort to hamper the process of E-Auction by using wrong means or by entering any wrong figure in the portal internationally to hamper the process of E-Auction

(viii) If the Successful Bidder, fails to make the complete payment within the time stipulated in the Liquidation Process Regulations as per the terms of letter of intent issued by the Liquidator and as per any judgement.

(ix) In case the successful bidder is not able to lift the material within one month of execution of sale certificate.

13.4.2. In case of occurrence of any of the above events, all the amounts deposited by the Bidder or any other Person on its behalf till that date shall be forfeited and the Bidder or any other Person shall not be entitled to refund of the same, the option to acquire the assets of the Company/Company will be offered to the next highest Bidder.

14. ISSUANCE OF LETTER OF INTENT:

The Liquidator shall, as soon as reasonably possible following the end of the 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/taxes, if any,) as under:

14.1. The final installment/balance consideration, along with applicable taxes and duties payable within 30 days from the approval from adjudicating authority if required [or within 90 days provided that the payment made after 30 days will attract interest at the rate of 12% p.a. for such extended period i.e., from 31st day to the actual date of payment (which shall not be later than 90th day)].

This LOI does not confirm sale in favor of the Successful Bidder. Confirmation of sale is subject to the fulfillment of conditions stated hereunder and the approval of the Liquidator.

14.2. The Successful Bidder shall, within a period of 7 (Seven) 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.

14.3. In case of disqualification of a Successful Bidder, the Qualified Bidder who had submitted the next highest bid, may be asked to match the Successful Bidder’s bid and be considered the new Successful Bidder. If the latter is unwilling to match the bid submitted by the earlier Successful Bidder, the Liquidator, at his sole discretion, may decide to carry out a fresh auction, withdraw the Auction or sell the Company/asset to the next highest Qualified bidder at its bid amount.

15. SET-OFF OF EMD AND BALANCE PAYMENT

15.1. Upon receipt of the signed Letter of Intent the liquidator will seek final Payment from the Successful Bidder as per the terms and condition of E-Auction Document within 30 days subject to pending litigation. The Successful Bidder shall pay the entire balance sale consideration (plus applicable Taxes as determined by the Liquidator) within 30 days from Issuance of Letter of Intent subject to pending litigation. In accordance with Paragraph 1(12) of Schedule I of the Liquidation Process Regulations, for payments made after thirty (30) days from Issuance of Letter of Intent, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period after the said 30^{th} day till the date of payment.

15.2. Unless expressly indicated by the Liquidator, the EMD (if provided by way of cash transfer) or any other amount paid by the bidder post auction, shall be set-off against or used as part of the consideration that the Successful Bidder proposes to offer as a sale consideration for the Company.

15.3. Upon receipt of the balance sale consideration (plus applicable Taxes and stamp duty as determined by the Liquidator) and other costs as determined by the Liquidator from the Successful Bidder within 30 days and the Liquidator shall execute a certificate of sale or sale deed to consummate the sale transaction as contemplated under this E-Auction Process Information Document and the Liquidation Process Regulations.

15.4. Further, in case of failure of the Successful Bidder to make the complete payment with 90 days (30+60 days) from the date of issuance of letter of intent by the Liquidator as per IBBI (Liquidation Process) Regulations, 2016, the Liquidator reserves the right to forfeit the entire/proportionate sale consideration and further halt the movement of goods.

16. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction Process upon examination of the bids received shall declare the Successful Bidder(s) as per the Clauses of EAPID in consultation with SCC subject to pending litigation. The liquidator shall have all the powers to cancel the entire process of auction, in case the bid amount is not found acceptable to them and put the assets on re-auction with similar or different terms and conditions. The announcement of successful bidder can be done through electronic mail or letter. However, the EMD would be refunded to all the bidders without any interest. Hence, any highest bidder will not entitle him to be a successful bidder. In case of any dispute / discrepancy, the Liquidator shall assess the E-Auction applications and declare the Successful Bidder(s) in consultation with the SCC offering maximum value for the auction of the Company subject to pending litigation. This right of selecting and declaring the Successful Bidder(s) shall always solely rest with the Liquidator. This right of selecting and declaring the Successful Bidder(s) shall always solely rest with the Liquidator.

17. FRAUDULENT AND CORRUPT PRACTICES

The Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and during the declaration of the Successful Bidder. Notwithstanding anything to the contrary contained in this EAPID, the Liquidator shall reject the Bid, without being liable in any manner whatsoever to the Bidder, if the Liquidator, at his discretion, determines that the Bidder 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 retain the EMD, without prejudice to any other right or remedy that may be available to the Liquidator under this EAPID or Applicable Law(s).

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 Bidders 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 or for any of his Representatives in price manipulation of any kind directly or indirectly under the Applicable Law(s) 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 Company to any other party. Prior to conduct of due diligence / Site Visits and access of Data Room, the Liquidator shall require the Bidder to execute a Confidentiality Undertaking with the Company / Liquidator.

18. COSTS, EXPENSES AND TAX IMPLICATIONS

18.1. The Bidder 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, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.

18.2. It is hereby clarified that the Bidder shall make its own arrangements including accommodation for the discussion meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the Bidder.

18.3. The Bidder 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 of the Company and matters incidental thereto or for any purpose in connection with the E-Auction Process.

18.4. It is to be noted that all Taxes applicable whether income tax, any other direct and / or indirect Taxes and / or duties and / or penalties and / or interest (including stamp duty implications and registration charges) on sale of assets of the Company on a piecemeal basis or in relation to the Company in the future, on and after implementation of the sale transaction herein; as the case may be in accordance with the provisions of IBC and The IBBI (Liquidation Process) Regulations, 2016, would be borne by the Successful Bidder over and above the sale consideration payable. Some of the costs and charges for the sale transaction may include *inter-alia* the following:

(i) The sale of the assets of the Company may (depends upon the type of asset) attract stamp duty, registration charges etc. as per relevant Applicable Law(s).

(ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties, additional stamp duty / transfer charges, fees, etc. for transfer of the Company in its name, license, permissions and approvals transfer fees, etc.; and

(iii) The payment of all Taxes including statutory / non statutory dues, rates, assessments, charges, fees, chess or other applicable tax i.e., GST, TDS, TCS, etc. It is clarified that if the Successful Bidder determines that any TDS/TCS under the Income Tax Act, 1961 is deductible, the same shall be payable/deposited by the Successful Bidder over and above the bid price and no amount shall be deducted from the bid price.

18.5. 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 Company in the name of the Successful Bidder and such dues, if any, will have to be borne /paid by the Successful Bidder. However, all claims submitted before liquidator by any person would be settled by the liquidator under section 53 of IBC out of the sale proceeds of the company. The successful bidder would also not be responsible for any claim which pertains to the period before the commencement of liquidation process.

18.6. The Bidder shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Law(s) that are relevant for the sale of the Company. 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(s) in respect of the sale of assets of the Company on a piecemeal basis as contemplated in EAPID.

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

19. GOVERNING LAW AND JURISDICTION

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

20. TIMETABLE

The following timetable shall apply to the EAPID. The timetable may be amended/deviated by the Liquidator through issuance of an addendum to the E- Auction Process Information Document or any other means as deemed appropriate by the Liquidator.

Sr. No.	Event	Timeline (days)
1	Public Advertisement of E-Auction in widely Spread Newspaper	09th October, 2024
2	This E- Auction Process Information Document made available on the website of the Auction Platform and on the website of IBBI, and Corporate Debtor (if any)	09th October, 2024
3	Submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the Bidder as per annexure I to III by the prospective Bidder. *(Data Room Access to be given only to eligible / qualified bidder post submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder as stated in respective undertaking)*	26th October 2024
4	Approval of the Prospective Bidder by Liquidator i.e., Declaring Qualified Bidders	29th October 2024
5	Inspection or due diligence by the Qualified Bidder	05th November, 2024
6	Submission of EMD by the Qualified Bidder along with additional Annexures and Affidavit	05th November, 2024
7	E- Auction Date	07th November, 2024
8	Issuance of email confirmation as Successful Bidder	X after SCC
9	Execution of LOI by the Successful Bidder	X+7

10.	Return of EMD for unsuccessful Bidders (within 15 days from the closure of the E-Auction process)	25th November, 2024

*Please note that access to Data Room, documentation, additional information and site visits will be granted only once the bidder submits the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the Qualified Bidder.

Bidders should regularly visit the website(s)/link(s) mentioned in public advertisement to keep themselves updated regarding clarifications, amendments and/or extension of time, if any.

Note – In case the final sale consideration is not paid within the timelines prescribed under this document / IBC / Liquidation Process Regulations, the Liquidator shall forfeit the EMD and any further Payment made by the Successful Bidder.

ANNEXURE–I-DETAILS OF THE BIDDER

[Note: In case of joint applicants, the details set out below are to be provided for each of the entities / groups submitting Joint Application]

1. Name and Address:
   a) Name of the Firm/Company/Organization:
   b) Address:
   c) Telephone No:
   d) Email:
   e) PAN/CIN:

2. Date of Establishment:

3. Core Area of Expertise:

4. Contact Person:
   a) Name:
   b) Designation:
   c) Telephone No:
   d) Mobile No:
   e) Email:

5. Company/FI Profile:
   a) Financial Profile of the bidder (consolidated / piecemeal as applicable):
      [Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to 'assets under management' and/or "committed funds' for the preceding five years or the committed funds available as on March 31, 2019, for investment.]
   b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors
   c) Experience of the Company in the relevant sector.
   d) Names of key lenders, if any, to the Company or its affiliates
   e) History if any, of the Company or affiliates of the Company being declared a 'willful

defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non- performing asset'.

Any other relevant details which are material to be disclosed to the Liquidator prior to bidding

SIGNATURE AND NAME OF AUTHORISED PERSON

DATE:

PLACE:

ANNEXURE II-AFFIDAVIT AND UNDERTAKING

(*To be on judicial stamp paper of Rs 100 stamp duty value and need to be provided by prospective bidder*)

Date:

To

Mr. Sanjay Mehra

Liquidator of Monotona Tyres Limited (in Liquidation)

IP Registration No. IBBI/IPA-001/IP-P-01818/2019 -2020/12784

MONOTONA TYRES LIMITED

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

Dear Sir,

A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018 and further amendments thereto:

I have understood the provisions of Section 29A of IBC and confirm that I am eligible to submit my bid under section 29A of IBC. I confirm that in accordance with the provisions of section 29A of IBC, inter-alia, neither (XYZ Limited) nor any person acting jointly with XYZ Limited or any person who is a promoter or in the management or control of XYZ Limited or any person acting jointly with XYZ Limited:

(I) Is an un-discharged insolvent;

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

(III) At the time of submission of the Bid, has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 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;

(IV) 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.

(V) Is disqualified to act as a director under the Companies Act, 2013;

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

(VII) Has been a promoter or in the management 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 IBC;

(VIII) Has executed an enforceable 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 IBC;

(IX) Has been subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or

(X) Has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A of IBC.

I, therefore, confirm that XYZ Limited is eligible under Section 29A of IBC submit its Bid for Monotona Tyres Limited – In Liquidation.

B. I undertake on behalf of XYZ Limited, that during the Liquidation Process, no person who would be considered as Connected Person as 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 the corporate debtor.

C. I declare and undertake that in case XYZ Limited becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

D. I also undertake that in case XYZ Limited becomes ineligible at any time after submission of EMD, then the EMD would be forfeited and the same would be deposited in the account of Monotona Tyres Limited – in liquidation.

E. I confirm that the said declaration and disclosure is true and correct and the undefined legal terms in this undertaking shall have the same meaning as ascribed to them under IBC and regulations thereunder.

F. I am duly authorized to submit this declaration by virtue of [*Insert the details of the corporate authorizations*]

(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)

REALTED PARTY DETAILS

(This forms and internal part of ANNEXURE II)

(Should be A4 size paper and should be self-attested)

List of relatives as per Explanation of section 5(24A) of Insolvency and Bankruptcy Code, 2016 (Please provide DIN No./PAN along with name of director or relatives):

S. No.	Particulars	Director/Partner/(HUF)/Sole Proprietor					
		1	2	3	4	5	6
1.	Members of concerned company/partnership/ HUF/ Sole Proprietor						
	PAN Number:						
2.	Husband						
	PAN Number:						
3	Wife						
	PAN Number:						
4.	Father						
	PAN Number:						
5.	Mother						
	PAN Number:						
6.	Son						
	PAN Number:						
7.	*Son's wife*						
	PAN Number:						
8.	Daughter						
	PAN Number:						
9.	*Daughter's husband*						
	PAN Number:						
10.	Son's daughter and son						
11.	Daughter's daughter						

	and son						
	PAN Number:						
12.	Grandson's daughter and son						
	PAN Number:						
13.	Granddaughter's daughter and son						
	PAN Number:						
14.	Brother						
	PAN Number:						
15.	*Brother's wife*						
	PAN Number:						
16.	Sister						
	PAN Number:						
17.	*Sister's husband*						
	PAN Number:						
18.	Brother's son and daughter						
	PAN Number:						
19.	Sister's son and daughter						
	PAN Number:						
20.	Father's father and mother						
	PAN Number:						
21.	Mother's father and mother						
	PAN Number:						
22.	Father's brother and sister						

	PAN Number:						
23.	Mother's brother and sister						
	PAN Number:						

List of related parties other than relatives as per section 5(24A) of Insolvency and Bankruptcy Code, 2016:

S No.	Particulars						
1.	Limited liability partnership or a partnership firm, in which the individual is a partner.						
	PAN Number:						
2.	Partners of the above LLP / Partnership firm.						
	PAN Number:						
3.	Trust, where the beneficiary is the individual.						
	PAN Number:						
4.	Trustees of above-mentioned trust.						
	PAN Number:						
5.	Private company in which the individual is a director and holds along with his relatives, more than two per cent of its share capital.						
	PAN Number:						

6.	Public company in which the individual is a director and holds along with his relatives, more than two per cent of its share capital.						
	PAN Number:						
7.	A body corporate whose board of directors, managing director or manager, in the ordinary course of business, acts on the advice, directions or instructions of the individual whose partners or employees in the ordinary course of business, act on the advice, directions or instructions of the individual.						
	PAN Number:						
8.	A limited liability partnership or a partnership firm						
	PAN Number:						

9.	A person on whose advice, directions or instructions, the individual is accustomed to act.						
	PAN Number:						
10.	A company, where the individual or the individual along with its related party, own more than fifty per cent of the share capital of the company or controls the appointment of the board of directors of the company.						
	PAN Number:						

ANNEXURE III – CONFIDENTIALITY UNDERTAKING

(on stamp paper to be submitted by the prospective bidder)

This Confidentiality Undertaking has been signed by (**Name of potential Bidders**) having its office at_____acting through Mr. (**Name of person authorized by potential Bidder(s)**), the authorized signatory/authorized representative ("**Bidder**"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favor of Mr. Sanjay Mehra, an Insolvency Professional having IP Registration No. IBBI/IPA-001/IP-P-01818/2019 -2020/12784.

WHEREAS M/s Monotona Tyres Limited, a company registered under Companies, Act, 1956 (thereafter referred as the "**Company**") is undergoing liquidation vide NCLT Mumbai Bench ("**NCLT**") order dated 23rd June, 2023 (A copy of the order was served on 26th June 2023). Vide the said NCLT Order Mr. Sanjay Mehra, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) IP Registration No. IBBI/IPA-001/IP-P-01818/2019 -2020/12784 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of Monotona Tyres Limited (in liquidation) ("**Liquidator**").

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

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

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

1. The Bidder(s) shall not divulge any part of the information memorandum and information contained accessed through the Data Room which shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute "**Confidential Information**". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

2. The Bidder (s) further unconditionally and irrevocably undertake and declare that:

   a) the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;
   b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
   c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
   d) the Bidder (s) shall protect any intellectual property of the Company which it may have access to;
   e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
   f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
   g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the Company as provided under EAPID

and the Liquidation Process Regulations;

h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and

i) the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.

3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information: -

a) information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or

b) information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or

c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

4. The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the EAPID / Information Memorandum and Information in the Data Room. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.

5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the EAPID.

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

Signed on behalf of

(Name of Bidder(s))

by Mr.____________________ (Name and Designation) Authorized Signatory

Date:

Place:

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

ANNEXURE IV – BID APPLICATION FORM

(Should be in company letter head and notarized. To be provided by Qualified Bidder)

Date:

To

Mr. Sanjay Mehra

Liquidator of Monotona Tyres Limited (in Liquidation)

IP Registration No. IBBI/IPA-001/IP-P-01818/2019 -2020/12784

MONOTONA TYRES LIMITED

Dear Sir,

I am desirous in participating in the E-Auction Process of Monotona Tyres Limited (under liquidation) announced by you on _______ in newspaper(s) ________________.

The Details of the Company for the purposes of remittance of payment is as follows:

Name of Bank A/c	Monotona Tyres Limited- In Liquidation
Account Number	923020061938755
Bank Name	Axis Bank
IFSC Code	UTIB0004682

The Details of the Bidder is as follows:

Bid Block (s) bid	
Details against EMD	
Bid Amount	
Name	
Constitution of the Bidder	
Contact No.	
Email ID	
PAN No.	
Address	
Details of Bank Account wherein EMD is required to be returned	

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: On behalf of the Bidder

Date:

ANNEXURE V-TERMS AND CONDITION OF THE E-AUCTION AND DECLARTION BY THE BIDDER

(To be on a judicial stamp paper of Rs.100 and should be notarized. To be provided by the Qualified Bidder)

In addition to the EAPID, following terms and conditions apply:

1. E-Auction is being held on "AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS" and will be conducted "Online". The E-Auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited, at the web portal https://nbid.nesl.co.in/app/login. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites https://nbid.nesl.co.in/app/login Interested bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, be sent to rp.monotonatyres@gmail.com disclosing the identity of the Applicant.
2. The bidder is well versed and has conducted their due diligence with respect to the issue pertaining the present assets ion the name of Corporate Debtor and litigation entailed with respect to the same and slum sale agreement executed.
3. The Bidders should make their own independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets of the Company 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 on a piecemeal basis 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.
4. It should be the responsibility of the Qualified Bidders to inspect and satisfy themselves about the assets of the Company / Company before submission of the Bid.
5. Liquidator has right to demand any additional documents from the Bidder for the E-Auction Process. In case such additional documents are not provided by the Bidder, the Liquidator in his own discretion may disqualify the Bid.
6. The EMD of unsuccessful bidders shall be refunded within fifteen days from the closure of E-auction. The EMD shall not bear any interest.
7. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty /

transfer charges, fee, taxes, Good and Services Tax, etc. and also all the statutory/ non statutory dues, taxes, insurance premiums/ license, approval and permission transfer fees, rates assessment charges fees etc. owed to any Person from the date of declaration as the Successful Bidder.

8. The Liquidator is not bound to accept the highest offer or 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 after recording the appropriate reasons in consultation with the SCC.
9. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) only and will not be issued in any other name(s).
10. The sale of the Company as contemplated under this document shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016 read with amendments and rules/ regulations made thereunder.
11. The Bidders are required to keep themselves updated for any revisions in the terms and conditions of E-Auction by regularly visiting the links and website addresses of the Company as mentioned in this EAPID.
12. Hence, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of the assets of the Company on a piecemeal basis as specified in the Public Advertisement and EAPID and have understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions of the Public Advertisement and EAPID (including the Terms & Conditions of the E-Auction, Technical Terms & Conditions of E-Auction Sale) and agree to take part in the E-Auction Process.
13. I/We understand and agree to the information provided that a slump sale agreement has been execute between the corporate debtor and between Devamata Commercials Private limited in the year 2018-19. The said agreement was challenged by IRP/RP/Liquidator before Hon'ble NCLT and a favorable order was passed dated 18/10/2019. However, on the direction of NCLAT the matter was restored before NCLT and the same was disposed off in the favor of CD vide order dated 30/09/2024. The assets in this sale notice are in the custody of liquidator and the said sale is subject to this order please and we have referred to the current litigation and have read the relevant order that were provided for due diligence and is aware that it may be possible that an appeal can be preferred before appealed authority as per natural justice. In such a situation there can be delay in consluion

of sale if Successful bidder is announced.

14. I/We understand and agree that after submitting EMD along with duly executed document, I am bound to participate in the Auction as I have showed interest to participle in the bidding process. Hence, I will place a bid at least to match the reserve price during the time of E-Auction by accessing the auction portal. However, in case I did not place a minimum bid in the Auction than my EMD may be forfeited on the discretion of the liquidation in consultation with SCC or the bidder would accept his participation at the reserve price itself.
15. The decision taken by the Liquidator in consultation with SCC with regard to selection of the Successful bidder and communication therefore shall be binding on me/us.
16. I/We hereby confirm that we shall be solely responsible for obtaining and carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, terms and conditions of the sale of the assets of the Company on a piecemeal basis as per the terms of this E-Auction Process Document, including but not limited to, obtaining or renewing any license, consent, certificate, permit or other authorization, including procuring all necessary approvals from Persons, governmental and statutory authorities, if any, as may be required. The Liquidator shall in no way be held responsible nor shall there be any reduction in the Bid price/sale consideration as per the e-auction in case the of failure or delays on the part of the Successful Bidder to obtain the said approvals, licenses and permissions in its name or complete any other actions as the Successful Bidder may require.

Signature of Applicant

Date: ________

Place: New Delhi

ANNEXURE- VI - DESCRIPTION OF THE ASSET TO BE SOLD

(Note: - The list attached herewith is for reference the physical condition may differ. The items mentioned below are provided on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis)

LAND:-

Property Address:-

Located at, Gut No. 279, 286 & 287, Village Dakivali, Bhiwandi-Wada Road, Near Tansa River, Taluka Wada, Distt-Palhjar, Maharashtra-421312.

Type of property: - Industrial Land & Building

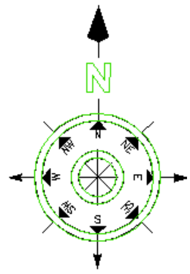
Nature of Property/Rights: - Freehold

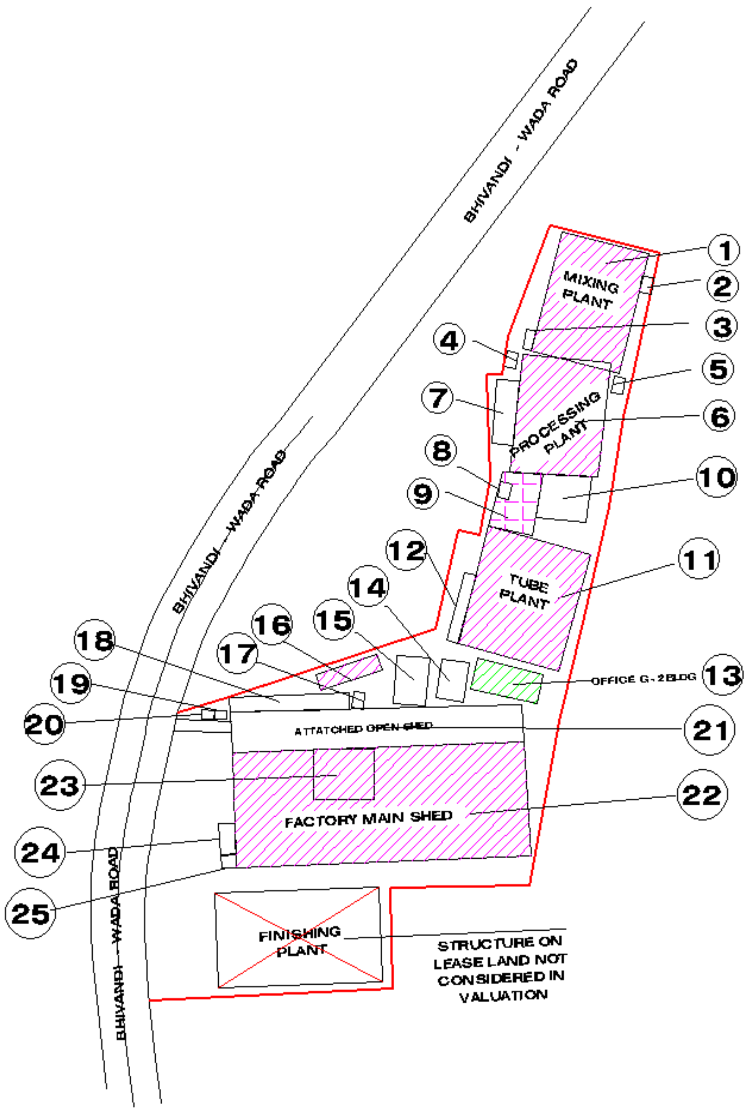
Distance from Major Landmarks/Amenities towards Accessibility			
Railway Station	:	Bhivandi Railway Station @ 18 Kms.	
Bus Station/Depo	:	Dakivali Bus Stand @ 100 MTR.	
Market Place	:	@10 Kms. Radious	
Offices	:	Essel Packaging,	
School		Tansa Global School	
Demarcation of Property—Directions and nearest Landmark			
North	:	Pranj Industries	
South	:	Tansa River	
East	:	Tansa River	
West	:	Bhivandi-Wada Road	
Road	:	Bhivandi-Wada Road	
Nearest Landmark	:	Dakivali Village	
Full Address	located at, **Gut No. 279, 286 & 287**, Village Dakivali, Bhiwandi Wada Road, Near Tansa River, Taluka Wada, Distt-Palhjar, Maharashtra-421312.		
Land Areas	**Plot Nos./ GUT NO.**	**Area in acer**	**Area in Sq. Meters**
	279	1.55	6271.3
	286	0.23	930.58
	287 (P)	3.08	12461.68
Total		**4.86**	**19663.56**

BUILDING:-

MONOTONA TYRE LIMITED

NORTH





Drawing Sr. No.	Description of Structure
1	Mixing Plant
2	Security Cabin
3	Attached Shed
4	Bathroom
5	Security Cabin
6	Processing Plant
7	Attached Open Shed
8	Overhead Water Tank Structure
9	Open Shed
10	Boiler Plant Roof Structure
11	Tube Plant
12	Open Shed
13	Office G+2 Building
14	Open Shed
15	Materail Stakking Shade
16	Canteen Building & Test Room
17	Pump Room
18	Car Shed Parking
19	Storage Room
20	Main Security Cbin
21	Attached Open Shed
22	Factory Main Shed
23	Office Lab Floor
24	Attached Shed
25	Attached Shed

FACTORY LAYOUT REFERANCE PLAN

NOTE -PLAN NOT IN SCALE ONLY FOR REFERANCE PURPOSE

S.N	Name Of Structure	Description / Type Of structure	Size of Structure			Area of structure (M2) (L x W)
			lengthL (mtr)	widthW (mtr)	height (Approx.)	
1	Mixing Plant	Close type structure RCC plinth Structure and RCC column above plinth 3 mtr high.outer side closed by Brickwork/ plaster 2.5 mtr above plinth. And above 2.5 mtr level is cement sheet cladding. Roof is two side sloping in MS structure and cement roof sheet	57.8	38.5	3 mtr outside /6 mtr center	2225.3
2	Security Cabin	In brickwork and plaster, cement sheet roof	5.6	5	3 mtr	28
3	Attached Shed	Open Shed of MS structure with cement sheet roof	9.6	3.7	3.4 mtr	35.52
4	Bathroom	in brickwork structure, cement roof sheet	5	5	3 mtr	25
5	Security Cabin	In brickwork and plaster, cement sheet roof	5.6	5	3 mtr	28
6	Processing Plant	RCC structure up to plinth level, MS fabrication structure above plinth level with two side sloping roof using cement roof sheet, outer periphery closed with brickwork and plaster (outer/inner) up to 3mtr Hight, above 3mtr height structure close by cladding of cement sheet up to 2 mtr	52.8	38.8	Outer Hight 5 mtr / Center height 12 mtr	2048.64
7	Attached Open Shed	Open Shed of MS structure with cement sheet roof	34	14.5	3.4 mtr	493

8	Overhead Water Tank Structure	RCC foundation and MS structure 9 mtr height above foundation	3.5	7	9 mtr	73.5
9	Open Shed	Open Shed of MS structure with cement sheet roof	25.4	19.5	5 mtr	495.3
10	Boiler Plant Roof Structure	Close type shed structure with RCC foundation and MS structure Close by Cladding of cement roof sheet	20.8	18	12 mtr	374.4
11	Tube Plant	Close type structure RCC plinth Structure and RCC column above plinth 6mtr height .outer side closed by Brickwork/ plaster with MS jail. Roof is two side sloping in MS structure and cement roof sheet	54.5	46.5	Outer Hight 6 mtr / Center height 12 mtr	534.25
12	Open Shed	Open Shed of MS structure with cement sheet roof	30	6	4mtr sloping	180
13	Office staff G+2 Building	G +2 building of RCC frame structure, column, beam, slab staircase brick work plaster both side ,Aluminium glass window Gf built up area = 391.5 m2, F.F bult up area = 391.5 m2, S. F bult up area =391.5 m2	13.5	29	3 mtr each floor	1174.5
14	Open Shed	Open Shed of MS structure with cement sheet roof	10	15.5	3 mtr sloping	155
15	Material Stacking Shed	closed Shed of MS structure with cement sheet roof close by cement roof sheet cladding	17.7	13	3 mtr sloping	230.1
16	Canteen Building & Test Room	Closed type structure in Brickwork masonry column and wall 3mtr	5.5	40	3 mtr height	220

		height above plinth, foundation of Rubbel masonry of height 1.2 mtr above GL. Roof in MS pipe section and cement roof sheet. Door and window				
17	Pump Room	Closed type structure in Brickwork masonary column and wall 3mtr height above plinth, above GL. Roof in MS pipe section and cement roof sheet.	5	6	3 mtr height	30
18	Car Shed Parking	Open Shed of MS structure with cement sheet roof	10.5	54	4 mtr sloping	567
19	Storage Room	Closed type structure in Brickwork masonary column and wall 3mtr height above plinth, above GL. Roof in MS pipe section and cement roof sheet.	5	3.7	3mtr height	18.5
20	Main entry Security Cabin	brickwork structure with brickwork masonary and RCC slab	5	5	3mtr height	25
21	Attached Open Shed	Open Shed of MS structure with cement sheet roof	127	8.1	4 mtr sloping	1028.7
22	Factory Main Shed	Close type structure RCC plinth Structure and RCC column above plinth .outer side closed by Brickwork/ plaster. Roof is two side sloping in MS structure and cement roof sheet	127	57.5	Outer Hight 8 mtr / Center height 15 mtr	7302.5
23	Office Lab Floor	RCC frame structure, RCC beam and Slab ,brickwork masonary	24.5	18.5	3 mtr slab height	453.25
24	Attached Shed	Open Shed of MS structure with cement	18	8.5	4 mtr sloping	153

		sheet roof				
25	Attached Shed	Open Shed of MS structure with cement sheet roof	5.5	6	4 mtr sloping	33
	RCC structure in mixing plant	RCC heavy structure for machinery (RCC column, beam, slab)	9.5	5	3 mtr height	47.5
	Mezzanine floor in Processing plant	RCC foundation and MS frame structure, RCC slab	23	11.3	3 mtr height	259.9
	Cooling tower foundation 4 no’s structure	RCC foundation column 4 no’s each structure	4	4	1 mtr height above GL	16
	Boiler RCC structure and Foundation 2 no’s	constructed for boiler machineries. RCC heavy structure column beam and slab	3	5	3 mtr height	30
	Attached shed near tube plant	Open Shed of MS structure with cement sheet roof	40	3	3 mtr slope	120
	RCC underground tank 6 mtr radius	RCC underground tank	113	3	3 mtr height qty in Ltr	339000
	mezzanine structure in factory main shed	RCC foundation and MS structure	30.5	17.5	3 mtr height	533.75
	mezzanine structure in Mixing plant	RCC foundation and MS structure	19	12	3 mtr height	228
	Compound wall	rcc precast panel compound wall	890		2 mtr height	1780

PLANT AND MACHINERY

Sr. No.	Name of The Plant Structure, Machinery, Equipment & Allied Assets like Office Equipment, Systems & Furniture/Fixture	Make/Model	Specification like Capacity/KVA/HP/Size in Inches/TR/CFM/Kgs./CM 2	Qty
1	Mixing Section---11D Banbury with Gear Box, Conveyor, Hopper, Control Panel, 12501IP, Motor, Festooner	Farrel	235 Ltr.	1
2	Forklift			1
3	Bale Cutter Machine with Hydraulic, 5 HP Motor & Starter	Modern Machine		1
4	Service Lift		2.5 Ton	3
5	M.S. Oil Service Tank		1000 Ltrs.	3
6	Electronic Weighting Balance		50 Kg.	1
7	84" Open Mill with 333 HP Motor, Gear Box, Panel, Main Conveyor, found at tyre Manufacturing Shed	Repiquet (France)	84"	1
8	3A Banbury with Gear Box, Conveyor, Hopper, Control Panel, 300 HP Motor & Festooner	Farrel	70 Ltrs.	1
9	3D Banbury with Gear Box, Conveyor, Hopper, Control Panel, 300 HP Motor & Festooner	Russian	70 Ltr.	1
10	Dust Collector 3A Ban, found in Room near DM Plants	Deepti Air Sys.		1
11	M.S. Oil Tank with Oil Pump, Motor, Steam Heater		15 KL	1
12	Cooling Tower-300 TR with 12.5 HP Fan, 40 HP Pumps-2 Nos., 50 HP Pumps-2 Nos. Valves & Piping	Himgiri	300 TR	1
13	Cooling Tower-300 TR with12.5 HP Fan, 40 HP Pumps-2No, 40 HP Pumps-2No, Valves, Piping	Himgiri	300 TR	1
14	Tube Section--Rubber Dispersion Kneader No-1 with 60 HP Motor, Gear Box, Panel,		55 Ltr.	1
15	Rubber Dispersion Kneader No-2 with 100 HP Motor, Gear Box, Panel,		75 Ltr.	1
16	42" Open Mill with 60 HP Motor, Gear Box, Panel, Main Conveyor	Modern ATMC	42"	1
17	8" Tube Extruder with 150 HP Motor, Gear Box, Panel, Main Conveyor, Hoist Chain Block-3 Ton, Cooling Line	Dravid Bridge & Co. Ltd, England	8"	1
18	6" Tube Extruder with 150 HP Motor, Gear Box, Panel, Main Conveyor, Hoist Chain Block-3 Ton, Cooling Line	Transmission Ltd.	6"	1
19	36" Open Mill with 60 HP Motor, Gear Box, Panel, Main Conveyor	Modern ATMC	36"	1

20	Splicing Machines with 5 HP Motor & Hydraulic Power Pack	JK L&T, Febomech Trimec		12
21	Valve Fixing Machine Manual	JK. Southen, Febomech		4
22	Triple Cavity Hydraulic Presses with Power Pack, Pannel, Pneumatic Controls, Valves, Steam Piping.	Robert Engg.		4
23	Double Cavity Hydraulic Presses with Power Pack, Pannel, Pneumatic Controls, Valves, Steam Piping.			1
24	Tube Air Testing Station Manual	Inhouse Fabricated		13
25	Bladder Presses (HB 1) with Hydraulic Pack, Pannel, Valves	Trimec		2
26	Bladder Presses (HB 4) with Hydraulic Pack, Pannel, Valves	Trimec		1
27	Flap Press (Converted) Hydraulic Operated	Trimec		5
28	Cooling Tower-200 TR with 7.5 HP Fan, 15 HP Pumps-3 Nos. Valves, Piping	Himgiri	200 TR	1
29	Vacuum Pumps with 10 HP Motor, Valves, Piping, Circulation Pump-1No. With Motor, Pannel			4
30	IR Make Reciprocating Compressor-500 CFM, with 150 HP Motor, Air Receiver, Pannel	IR Make	500 CFM	1
31	PPP Pumps with Air Piping, Water Piping, Drain Piping		4 KG/CM2	1
32	Preparation--60" Open Mill with 150 HP Motor, Gear Box, Panel, Main Conveyor	Robinson	60"	1
33	60" Open Mill with 150 HP Motor, Gear Box, Panel, Main Conveyor	Robinson	60"	1
34	42" Cushion Mill with 60 HP Motor, Gear Box, Panel, Main Conveyor	Farrel		1
35	42" Cushion Mill with 60 HP Motor, Gear Box, Panel, Main Conveyor	Farrel		1
36	3 Roll & 4 Roll Calender with Gear Box, 7.5 HP Motor, Pannel, Cooling Unit, wind up Unit-2No., Heater	Santosh		3
37	8" Tread Extruder with 150 HP Motor Gear Box, Bed Conveyor, Cooling Conveyor, Roller Bed, Tread Cutter with Conveyor, Pannel	Farrel Bridge	8"	1
38	6" Tread Extruder with 150 HP Motor Gear Box, Bed Conveyor, Cooling Conveyor, Roller Bed, Tread Cutter with Conveyor, Pannel	Farrel Bridge	6"	1
39	Auto Tyre Building Machine with 3 HP Motor			15
40	Semi-Auto Tyre Building Machine with 10 HP Motor		RB-1, RB-2	15

Sr. No.	Name of The Plant Structure, Machinery, Equipment & Allied Assets like Office Equipment, Systems & Furniture/Fixture	Make /Model	Specification like Capacity/KVA/HP/Size in Inches/TR/CFM/Kgs./CM 2	Qty
41	Curing--Tyre Curing Machine with Motor, Panel, Gear Box, Steam Piping, Valve Battery Unit, Valves		24"-Only Platform Seen	5
42	Tyre Curing Machine with Motor, Panel, Gear Box, Steam Piping, Valve Battery Unit, Valves		25"-Only Platform Seen	3
43	Sand Blasting Machine, found in Room near Dust Collector and DM Plants			1
44	Tyre Trimming Machine			7
45	Trueness Testing Machine			5
46	Tyre Balancing Machine			4
47	E 'Utility--Cooling Tower with 5 HP Motor, One 20 HP Pump		100 TR	1
48	Cooling Tower with 7.5 HP Motor, One 50 HP Pump, Two 15 HP Pumps		200 TR	1
49	Cooling Tower with 12.5 HP' Motor, One 50 HP Pump		300 TR	1
50	Water Pumps-LUMPSUM		AS GOOD AS SCRAP	4
51	Hot Water Plants with Accumulator Heat Excanger, Pumps-5 Nos, Valves, Operating Electrical Panel, Control Valves		AS GOOD AS SCRAP	1
52	Hot Water Plant with Accumulator Heat Exchanger, Valves			1
53	100 HP Pump with 100 HP Motor	KSB-Kirloskar	70 M3	1
54	Air Compressor with 75 HP Motor	BTDMM, Kirloskar	300 CFM	1
55	Air Compressor with 75 HP Motor	BTDMM, Kirloskar	300 CFM	1
56	Air Compressor with 75 HP Motor	BTDMM, Kirloskar	500 CFM	1
57	Air Compressor with 75 HP Motor	TBTDMM, Kirloskar	500 CFM	1
58	Spare Motor 250 HP		250 HP	1
59	Vertical Air Compressors		about 300 CFM	2
60	Air Compressor with 15 HP Motor	TBTDMM, Kirloskar	50 CFM	1
61	Air Compressor with 7.5 HP Motor	TBTDMM, Kirloskar	10 CFM	4
62	River Water Pumps with 12.5 HP Motor	Multistage	70 M3	1
63	Water Pumps with Motor		20 M3	4
64	DM Plant with Cation, Anion Degasser, Sand Filter, Carbon Filter, Interconnecting Piping, Valves, Pumps, Blower Panel, 10KL Storage Tank	Concept India	3000 BR	1

65	DM Plant with Cation, Anion Degasser, Sand Filter, Carbon Filter, Interconnecting Piping, Valves Pumps, Blower Panel, 10KL Storage Tank		1500 BR	1
66	Softener Plant with Valves	Maxima	800 Ltrs.	1
67	TPH Oil Fired Boiler with FD Fan Modulation Unit, Oil Pumps-2 No, Oil Filter-2 No, IPR, BPR, Valves, Feed Pumps		6 TPH, 17.5 KG/CM2	1
68	TPH Oil Fired Boiler with FD Fan Modulation Unit, Oil Pumps-2 No, Oil Filter-2 No, IPR, BPR, Valves, Feed Pumps		6 TPH, 17.5 KG/CM2	1
69	TPH Oil Fired Boiler with FD Fan Modulation Unit, Oil Pumps-2 No, Oil Filter-2 No, IPR, BPR, Valves, Feed Pumps, Panel		6 TPH, 17.5 KG/CM3	1
70	Coal Crusher with 2 Roll, 4 Roll Motors, Elvators-3 Nos, Main Coal Feeding Belts, Panel	Fairtec	5 TPH	1
71	Air Receivers	1 M3		5
72	Boiler Chimney		30 Mtr Height, near Reciprocating Compressor and Utilities Section	2
73	Overhead Feed Water Tank		10 M3 for Boiler in Boiler House	2
74	Vacuum Pumps with 10 HP Motor		210 M3/Hr	3
75	Vacuum Pumps with 20 HP Motor		410 M3/Hr	1
76	Vacuum Receiver/Knock Out Drum		1M3	1
77	DG Set with Alternator HSD Service Tank by Sudhir without Silencer	500 KVA		1
78	Fire Hydrant Systems/Station			1
79	HSD Tank with Oil Pumps-2 Nos		15 KL	2
80	FO Tank with Oil Pumps-2 Nos		15 KL	1
Sr. No.	Name of The Plant Structure, Machinery, Equipment & Allied Assets like Office Equipment, Systems & Furniture/Fixture	Make /Model	Specification like Capacity/KVA/HP/Size in Inches/TR/CFM/Kgs./CM 2	Qty
81	Workshop--Lathe Machine with 10 HP Motors	Atlas	12 Feet Bed Length	1
82	Lathe Machine with 10 HP Motors	Atlas	12 Feet Bed Length	1
83	Milling Machine with 5 HP Motors	Atlas	4"	1
84	Shaping Machine with 5 HP Motors	Atlas	2"	1
85	Bench Grinder with 2 HP Motors	Atlas		1
86	Electricals---Transformer 1500 KVA	Urja		3
87	Transformer 1250 KVA			1
88	LV SB LT Control Panel 2500 AMP.			1
89	LT Panel VCB Siemens 22 KVA			3
90	Metering Cubicle 22 KVA			1

91	CG PDP 4000 AMP			1
92	CG PDP 2500 AMP			1
93	CG PDP 2500 AMP			1
94	PCC-1(Banbury) with 630,400,125,63 & 32 AMP Breakers			1
95	PCC-2(Banbury) with 630,400,125,63 & 32 AMP Breakers			1
96	PCC-3(Banbury) with 630,400,125,63 & 32 AMP Breakers			1
97	PCC-4(Banbury) with 400,125 AMP Breakers			1
98	PCC-1(Tube Plant) with 630,400,125,63 & 250 AMP Breakers			1
99	PCC-2("Tube Plant) with 630,400,125,63 & 32 AMP Breakers			1
100	PCC-1(Main Plant) with 630,400,125,63 & 32 AMP Breakers			1
101	PCC-2(Main Plant) with 630,400,125,63 & 250 AMP Breakers			1
102	PCC-3(Main Plant) with 125,63 & 250 AMP Breakers			1
103	Furniture & Fixtures-Lumpsum as Set			1
104	Rubber Sheet Transport Trolleys, Containers/ Racks-Lumpsum as Set			50
105	Spares-Lumpsum as Set			1
106	Change Part/ Dies-Lumpsum as Set			5
107	Miscellaneous Item-Lumpsum as Set			1
108	Office Equipment-Lumpsum as Set			1
109	Molds-Lumpsum as Set		About 2 Ton Each	5
110	Vehicles-Honda City -Accord VTIL AT-2006	MH-01- VA-9022		1
111	Maruti Omni- Ambulance LPV-2007	WB-15-A-5544		1
112	Mini Wagon rails (M.S), about 500 Mtrs Long			1