

Tender Document and Terms & Conditions (Process Memorandum) for Participation in e-auction Sale Process for

M/s. Amrit Hatcheries Private Limited (In Liquidation)

Dated: 04.06.2024

**Issued on behalf of Amrit Hatcheries Private Limited (in Liquidation) by
the Liquidator**

**Issued by -
Bijay Murmuria
Liquidator in the matter of Amrit Hatcheries Private Limited
IBBI/IPA-001/IP-N00007/2016-2017/10026
Email ID:ip.amrithatcheriespvtltd@gmail.com
AFA Valid Upto 30.10.2024**

Issued to All Prospective Bidders

Expressions of Interest (EoI) is invited from investors/consortium to acquire the assets of the Amrit Hatcheries Private Limited (herein referred as Corporate Debtor/AHPL). The Corporate Debtor is currently undergoing the liquidation process with effect from 25.02.2020.

Terms and conditions, deadlines etc. for participating in the electronic auction are provided in this term sheet. Timelines, notifications, updates and other details for the e-auction process are available on the website of the company <http://ipamrithatcheries.com> & www.eauctions.co.in

Bidders desirous to submit their bid have to submit Bids on E-Auction Portal www.eauctions.co.in

DISCLAIMER

This document is issued by Mr. Bijay Murmuria, the Liquidator for general information purposes, to provide general information only, without regard to specific objectives, suitability, financial situations and the requirements of any particular person. The purpose of this document is to set out the process for submitting auction bids for the assets of Amrit Hatcheries Private Limited (in liquidation) (the "Corporate Debtor" or "AHPL") in accordance with the Insolvency and Bankruptcy Code, 2016 ('IBC'). Nothing herein or in materials relating to this process memorandum is intended to be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator. This Process Memorandum is personal and specific to each auction process participant. Neither this Process Memorandum nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This Process Memorandum does not solicit any action based on the material contained herein.

The information in this Process Memorandum, which does not purport to be comprehensive, is provided by the Company and has not been independently verified by the Liquidator. 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 by the Liquidator, the Company or by any of its officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this Process Memorandum or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed. In so far as the information contained in this Process Memorandum includes current or historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this Process Memorandum, the auction process participant shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator. This document has not been filed, registered or approved and will or may not be filed, registered, reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India or any other jurisdiction. This Process Memorandum has not been approved, reviewed or recommended by SEBI.

This Process Memorandum and information contained herein or disclosed pursuant to the terms of this Process Memorandum or any part of it does not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without prior written approval from the Liquidator. Distributing or taking/sending/dispatching/transmitting this Process Memorandum in certain foreign jurisdictions may be restricted by law, and Persons into whose possession this Process Memorandum comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, directors, employees, agents, representatives or managers of the process shall be liable for any damages, whether direct or indirect, incidental, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this Process Memorandum, including for the Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.

The Liquidator and/or the Company give no undertaking to provide the recipient with access to any additional information or to update this Process Memorandum or any additional information, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any auction process applicant. The issue of this Process Memorandum shall not be deemed to be any form of commitment on the part of the Liquidator or the Company to proceed with any transaction.

In addition to the provisions set out in this Process Memorandum, the auction process applicant shall be responsible for fully satisfying the requirements of the IBC and related Regulations (related party clause) as well as all laws in force that are or may be applicable to the applicant or the sale/transfer/assignment process and for obtaining requisite regulatory or other approvals, if any, that are or may be required under applicable law and nothing contained in this Process Memorandum shall be deemed to relieve, wholly or partially, directly or indirectly, the auction process applicant from compliance with the IBC and related Regulations as well as any other law in force, and/ or any instrument having the force of law as may be applicable and nothing in this Process Memorandum shall be construed as, or operate either, wholly or in part, as exempting the auction process applicant from complying with all such laws, as are or may be applicable.

By procuring a copy of this Process Memorandum, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this Process Memorandum and all other terms and conditions of this Process Memorandum. Further, no Person, including the Auction Participant 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 Process Memorandum or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this Process Memorandum and any assessment, assumption, statement or information contained therein or deemed to form part of this Process Memorandum, and the Liquidator, Company, and their advisors, affiliates, directors, employees, agents, representatives or managers do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

In no circumstances shall the Auction Participant or its officers, employees, agents and professional advisers make any contact, direct or indirect, by any mode whatsoever, with the management, employees, customers, agents or suppliers of the Company until the Liquidator gives permission to do so in writing.

The assets of the Company are proposed to be sold/transferred/assigned on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse" basis and the proposed sale/transfer/assignment of assets of the Company does not entail transfer of any title except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.

The Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to 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.

TABLE OF CONTENTS

| | |
|---|-------|
| IMPORTANT INFORMATION..... | 5-7 |
| DEFINITIONS..... | 8-9 |
| INTRODUCTION..... | 10 |
| BRIEF INTRODUCTION OF THE CORPORATE DEBTOR..... | 11-13 |
| ELIGIBILITY..... | 14 |
| DUE DILIGENCE..... | 17 |
| DESCRIPTION OF THE PROPERTY, RESERVE PRICE AND EMD..... | 17 |
| EARNEST MONEY DEPOSIT..... | 18 |
| RESERVE PRICE AND BID MULTIPLIER..... | 19 |
| DURATION OF AUCTION SALE..... | 19 |
| INTIMATION TO THE SUCCESSFUL BIDDER..... | 20 |
| LETTER OF INTENT AND TRANSACTION DOCUMENTS..... | 20 |
| SALE CERTIFICATE..... | 20 |
| DEFAULT BY SUCCESSFUL AUCTION..... | 21 |
| PROCESS APPLICANT AND ITS CONSEQUENCES | |
| STAY/CANCELLATION OF THE SALE..... | 21 |
| DELIVERY OF TITLE DEEDS..... | 21 |
| DELIVERY OF POSSESSION..... | 21 |
| DECLARATION OF SUCCESSFUL BIDDER..... | 22 |
| FRADULENT AND CORRUPT PRACTICES..... | 22 |
| COST, EXPENSES AND TAX IMPLICATIONS..... | 23 |
| GOVERNING LAW AND JURISDICTION..... | 24 |
| OTHER CONDITIONS..... | 24 |
| TIMETABLE..... | 25 |
| ANNEXURES..... | 27-72 |

1. IMPORTANT INFORMATION

- This Process Memorandum has been issued with the intent to carry out e-auction (E-Auction) of certain assets of Amrit Hatcheries Private Limited (in liquidation) (the “Corporate Debtor” or “AHPL”) under the provisions of the Insolvency and Bankruptcy Code (IBC), 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations).
- All information provided in this Process Memorandum should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this Process Memorandum and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall prevail.
- The information contained in this Process Memorandum or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions set out in this Process Memorandum.
- This Process Memorandum is neither an agreement nor an offer by the Liquidator to the prospective Bidders or any other person. The purpose of this Process Memorandum is to provide interested parties with information that may be useful to them in making their bids pursuant to this Process Memorandum. The assumptions, assessments, statements and information contained in the Process Memorandum may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Process Memorandum and obtain independent advice from appropriate sources.
- Information provided in this Process Memorandum to the Bidder(s) has been collated from several sources. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no responsibility for the accuracy or otherwise for any statement contained in the Process Memorandum.
- The Liquidator makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Process Memorandum or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Process Memorandum and any assessment, assumption, statement or information contained therein or deemed to form part of this Process Memorandum or arising in any way from participation in this auction process.
- Liquidator also accepts no liability of any nature howsoever caused arising from reliance of any Bidder upon the statements contained in this Process Memorandum.

- The Liquidator may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Process Memorandum.
- The issue of this Process Memorandum does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids after assigning the reason whatsoever.
- Each Bidder shall bear all its costs and charges associated with or relating to the preparation and submission of its bid and/or participation in the e-auction, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.
- The sale of the properties and assets of the Corporate Debtor will be conducted in terms of:
 - (i) the Order of the National Company Law Tribunal; and
 - (ii) the sections, rules, regulations and guidelines under Insolvency & Bankruptcy Code, 2016
- M/s. Linkstar Infosys Pvt. Ltd. (E-Auction Service Provider”) has been appointed as the E-Auction Service Provider. The sale/transfer/assignment of the properties shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an e-auction platform provided on the website portal of the E-Auction Service Provider (Platform). Other details with respect to the e-auction are as follows:

| | |
|---------------------------------------|---|
| Type of Bid | E-Auction |
| Seller | Bijay Murmuria (Liquidator for Amrit Hatcheries Private Limited) |
| Website of E-Auction service provider | www.eauctions.co.in |
| Service Provider | Linkstar Infosys Pvt. Ltd 9-C, Vardan Complex, Near Vimal House, Lakhudi Circle, Navrangpura, Ahmedabad-380014 Contact Person: Mr. Vijay Pipaliya Mob: +91 9870099713 Support Desk Helpline No: +91 79 26566588 Email Id: admin@eauctions.co.in |
| Annexures | 1. Annexure I – Bid form Instruction: This document is required to be duly filled in by the Bidder. The Bidder will then be required to take a print out of the filled in form, sign the same and thereafter sent the scanned copy of the signed documents by email to the Liquidator and the hard copy at the office of the Liquidator 2. Annexure II – Affidavit and Undertaking under Section 29A (to be notarized) |

| | |
|----------------------|--|
| | <p>Instruction: This document is required to be duly filled in. The Bidder will then be required to take a print out of the filled in form on a non-judicial stamp paper, sign the same & notarize the same and thereafter sent the scanned copy of the signed documents by email to the Liquidator and the hard copy at the office of the Liquidator.</p> <p>3. Annexure III – Technical Terms and Conditions of E-Auction</p> <p>Instruction: not required to be submitted by the bidder.</p> <p>4. Annexure IV- Declaration by the Bidder</p> <p>Instruction: This document is required to be duly filled in. The Bidder will then be required to take a print out of the filled in form on a non-judicial stamp paper, sign the same & notarize the same and submit it alongwith the Bid Application Form & EMD.</p> <p>5. Annexure V- Confidentiality Undertaking</p> <p>Instruction: To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution and duly notarized.</p> <p>6. Annexure VI- Authorisation Letter by the Prospective Bidder for Inspection.</p> <p>Instruction: This document is required to be duly filled in. The Bidder will then be required to take a print out of the filled in form, sign the same and submit with the Bid Application Form.</p> <p>7. Annexure VII – Description of Assets</p> <p>Instruction: not required to be submitted by the bidder.</p> |
| Special Instructions | This bidding is a serious matter and last minute bidding may lead to lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders. |

- All terms and conditions with respect to the sale/transfer/assignment of the Properties shall be governed by the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale/transfer/assignment of the Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale/transfer/assignment of the Properties.
- In this Tender Document, capitalized terms shall, unless repugnant to the meaning or context thereof, have the meanings assigned to such terms in the body of the Tender Document or in the Annexure thereof. Any reference to this “Tender Document” shall mean this tender document including its Annexure, any addenda or amendments to this Tender Document and/ or any other document issued pursuant hereto

- The Annexures to this Process Memorandum shall form an integral part hereof and this Process Memorandum shall always be read in conjunction with the Annexures hereto.
- The term “Bidder” or “intending bidder” as used in this “Tender Document” shall mean any person who has successfully submitted an expression of interest in response to the notices dated 04.06.2024 issued by the Liquidator (Hereinafter collectively referred to as the “Sale Notice”). It is clarified that a Bidder may submit a bid under this Tender document only with respect to the Block for which he has successfully submitted an expression of interest in response to the EOI Notices.
- The title documents or any other document related to the said properties shall be available on request to be made to the Liquidator at jp.amrithatcherispvtltd@gmail.com

1. DEFINITIONS

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

“Applicable Laws” means, all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC,2016, Liquidation Regulations, Companies Act, 2013, Competition Act, 2002 , Transfer of Property Act, 1882, Sale of Goods Act, 1930, whether in effect as of the date of this Process Memorandum or thereafter and each as amended from time to time;

“Auction Participant” or **“Bidder”** mean, Person or Persons who submitted a bid as per the Process Memorandum; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

“Control” shall mean a Person holding more than 26% (twenty-six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;

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

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

“Liquidator” means an insolvency professional appointed as a liquidator in accordance with section 34 of the IBC. Mr. Bijay Murmura is the liquidator in the matter of Amrit Hatcheries Private Limited.

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

“Person” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

“Process Memorandum” means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

“Qualified Bidder(s)” shall mean a Bidder whose bid fulfils the eligibility criteria listed out in the Process Memorandum.

“Bid” means, any bid submitted by the Bidders as required in terms of this Process Memorandum and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“Successful Bidder” or **“Successful Auction Participant”** means, the Qualified Bidder whose bid is approved and who is declared the H1 Bidder by the Liquidator at the end of the determined auction phase.

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

2. INTRODUCTION

The liquidation process for the Company has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the Hon'ble NCLT with effect from 25th February, 2020. As per the said order, Mr. Bijay Murmuria has been appointed as the Liquidator.

The Liquidator endeavors to sell the assets comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the Hon'ble NCLT and Hon'ble NCLAT in respect of the liquidation process of the Company and in the manner specified in this Process Memorandum.

The E-Auction would be conducted in the manner specified in Schedule I as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the Hon'ble NCLT or Hon'ble NCLAT in respect of the liquidation process of the Company and in the manner specified in this Process Memorandum.

(The Bidders are encouraged to acquaint themselves with the provisions of the IBC and the Liquidation Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.)

3. BRIEF INTRODUCTION OF THE CORPORATE DEBTOR

Brief background:

Amrit Hatcheries Private Limited is a Company Incorporated on 24th September, 1998 under erstwhile Companies Act, 1956 (Companies Act, 2013) having registered office at 158, Lenin Sarani, 3rd Floor, Kolkata – 700013, West Bengal. The Company is engaged in the agricultural and animal husbandry service activities except veterinary activities. Its authorized share capital is Rs. 500,000,000 and its paid up capital is Rs. 400,723,000.

Details about site:

BLOCK I-PANAGARH UNIT

Address of the property

The Subject property is situated at mouza-raghunathpur, p.s.-kanksha, under bankati gram panchayet, district-paschim bardhaman, west bengal-713148 (being “Panagarh Unit”).

About the Property

The Panagarh Unit is a Chicken Processing Plant having 2 sections Vascular Adhesion Protein (VAP) & Chicken Processing Equipment (CPE). In CPE Section chickens slaughtered and were transported to the customer in raw form (i.e. boneless, leg piece, complete broiler etc.) as per the requirement/need of the customer. In VAP section the raw chicken is processed in the kitchens in form of semi- cooked food which is ready to eat. The machinery in VAP & CPE Section were in Poor, satisfactory, and average condition (Majorly the drive components, electrical panel & automation system of each machine is missing). The major Plant & Machinery set up was of Dr. Foreb India Pvt. Ltd. having registered office at 205, Akash Darshan Apartment Mayur Vihar Phase - 1 New Delhi - 110091.

Ownership

Said land admeasuring 5.01 acres and 0.46 acres are owned by Medimex Tradecon Private Limited & Amricon Agrovet Pvt. Ltd. respectively and as per the records available are mortgaged to Punjab National Bank (PNB) against the loan borrowed by Amrit Hatcheries Pvt. Ltd., the Corporate Debtor.

Further to state that PNB had conducted an e-auction on 24.05.2023 w.r.t said land and same was successful and H1 bidder has deposited the entire bid consideration on 20.08.2023.

PHYSICAL INFRASTRUCTURE FACILITIES AND SOCIAL INFRASTRUCTURES ASPECTS OF THE PROPERTY: PANAGARH SITE

| Description of the other physical Infrastructure Facilities and Social Infrastructures in terms of the following | Description |
|---|-----------------------|
| Police Station | Kanksa Police station |

| | |
|----------------------------|--|
| Transportation (Bus, Auto) | Beldanga Bus Stand, West Bengal |
| Railway Station | Panagarh Railway Station |
| Airport | Netaji Subhas Chandra Bose International Airport, Kolkata. |

Locational Attributes

The subject property consists of several nos. of existing buildings & structures, situated at mouza-raghunathpur, p.s.-kanksha, under bankati gram panchayet, district-paschim bardhaman, west bengal-713148.

Description of the property -

LATITUDE: 23.55120768 N & **LONGITUDE:** 87.48535823 E

BOUNDARIES (AS PER SITE VERIFICATION):

NORTH BY: VACANT LAND
SOUTH BY: VACANT LAND
EAST BY: 40 FT WIDE LAND
WEST BY: VACANT LAND

5.01 Acres belongs to Medimex Tradecom Private Limited and 0.46 Acres belongs to Amricon Agrovert Pvt. Ltd. (Mortgaged to PNB)

Auction

Said property consisting of Building & Structures, Plant & machinery and vehicles has been put for e-auction as "**Block I**" on "AS IS WHERE IS" "AS IS WHAT IS" "WHATEVER THERE IS" and "WITHOUT RECOURSE BASIS".

Current Status:

Commercial operations of the Company have discontinued since 2018. The liquidation process for the Company has been initiated under the provisions of the IBC by an order of the Hon'ble NCLT, Kolkata bench with effect from 25th February, 2020. Mr. Bijay Murmuria was appointed as the liquidator vide liquidation order dated 25.02.2020. The assets being auctioned do not pertain to a Company having the status of going concern.

BLOCK II –EIGHT TRUCKS SITUATED AT GATE NO. 3, JALAN COMPLEX, NEAR BHARAT HOTEL, JUNGALPUR, HOWRAH, WEST BENGAL- 711302

Address of the property

The Subject property is situated at Gate No. 3, Jalan Complex, Near Bharat Hotel, Biparna Para, Jungalpur, Howrah, West Bengal- 711302

About the Property

The Subject property is situated at Gate No. 3, Jalan Complex, Near Bharat Hotel, Biparna Para, Jungalpur, Howrah, West Bengal- 711302 consist of eight trucks registered in the name of the Corporate Debtor.

Ownership

The said assets of the Corporate Debtor lying at its Registered Office belongs to Amrit Hatcheries Private Limited, which is now under the possession of the liquidator forming part of the liquidation estate.

Auction

Said property consisting of eight trucks, and the same have been put for e-auction as “**Block II**” on AS IS WHERE IS” “AS IS WHAT IS” “WHATEVER THERE IS” and “WITHOUT RECOURSE BASIS”.

Current Status:

Commercial operations of the Company have discontinued since 2018. The liquidation process for the Company has been initiated under the provisions of the IBC by an order of the Hon’ble NCLT, Kolkata bench with effect from 25th February, 2020. Mr. Bijay Murmuria was appointed as the liquidator vide liquidation order dated 25.02.2020. The assets being auctioned do not pertain to a Company having the status of going concern.

5. ELIGIBILITY

An auction process applicant, if such person, or any other person acting jointly or in concert with such person shall not be eligible to submit a bid for purchase of assets of the Company if it fails to meet the eligibility criteria set out in Section 29A of the IBC (as amended from time to time).

As on date, as per Section 29A, a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person –

(a) is an undischarged insolvent;

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

(c) at the time of submission of the 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 non-performing asset accounts before submission of resolution plan:

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

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

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

(d) has been convicted for any offence punishable with imprisonment –
(i) for two years or more under any Act specified under the Twelfth Schedule; or
(ii) for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

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

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

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

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

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

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

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

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

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

Explanation. — 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.

Documents to be submitted by eligible bidders The following forms, documents and authorizations are required to be submitted as part of the Auction Plan by the bidder (s):

- a. Bid Application Form- Annexure I**
- b. Declaration by the Bidder- Annexure IV**
- c. Affidavit and Undertaking under Section 29A- Annexure II**
- d. Confidentiality Undertaking – Annexure V**
- e. Composition and Ownership Structure of the Bidder**
- f. Authorization letter or Board Resolution for authorized signatory**
- g. KYC documents of the Bidder**
- h. Authorization Letter by the Prospective Bidder for Inspection – Annexure VI**

A bidder may use additional sheets to submit the information for its detailed response. Additionally, at any stage of the auction process the liquidator may ask for any documents from the prospective bidders to evaluate their eligibility. The liquidator shall disqualify the prospective bidder for non-submission of the requested documents.

On submission of the bid in the manner enlisted in this Process Memorandum, the Bidder shall have to demonstrate the financial capabilities to fulfil the commitment towards the proposed bid value.

An eligible bidder shall submit the duly filled and signed Bid Application Form attached vide Annexure I, and the duly filled and signed Affidavit and Undertaking under Section 29A attached vide Annexure II, b. Declaration by the Bidder attached vide Annexure IV along with the EMD and aforementioned demonstration of the financial capabilities of the bidder.

It is to be noted that only eligible bidders will gain access to documentation, additional information required for due diligence, after submission of the bid form and Affidavit and Undertaking under Section 29A, Declaration by the Bidder and EMD. Further, site visits will also be arranged/permitted only for eligible bidders.

6. DUE DILIGENCE

The Liquidator shall provide assistance necessary for the conduct of due diligence by interested buyers. The information and documents shall be provided by the Liquidator in good faith. The bidders may note that the Liquidator would not have verified any of the information, data or documents shared and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data.

The assets of the Company are proposed to be sold/transferred/assigned on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis. the proposed sale/transfer/assignment of assets of the Company does not entail transfer of any title except the title which the Company had on its assets as on date of transfer. All statutory liabilities / taxes / demands/ claims/ maintenance fee / electricity / water charges etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the auction process applicant and would be borne by the successful bidder.

7. DESCRIPTION OF THE PROPERTY, RESERVE PRICE AND EMD

| Asset | Block | Reserve Price (Crores) | EMD (Crores) |
|---|--------------|-------------------------------|---------------------|
| Building & Structures, Plant and Machinery & Vehicles located at mouza-raghunathpur, p.s.-Kanksha under bankati gram panchayet, district-paschim bardhaman, West Bengal-713148 | Block I | 4.86 | 0.48 |
| Eight Trucks situated at Gate No. 3, Jalan Complex, near Bharat Hotel, Biparna Para, Jungalpur, Howrah, West Bengal- 711302 | Block II | 0.073 | 0.0073 |

Kindly note that the bidders cannot place a bid for the block of assets at a value below the Reserve Price.

8. EARNEST MONEY DEPOSIT (EMD)

(a) The non-interest bearing earnest money deposit (EMD) being 10% of the Reserve Price for the respective Blocks to be paid by the Bidder on and before Tuesday, 02.07.2024, before 5:00 p.m. The amount of the EMD w.r.t each blocks are specified in the clause 7 as mentioned above. The EMD shall be submitted in accordance with the timelines set out in timetable prescribed in clause 23 and shall be paid by either mode as specified below in order to participate in the bidding process:

- i. a Demand Draft issued by any scheduled commercial bank in India ("Earnest Money Deposit"); or
- ii. a direct deposit by way of the real time gross settlement system into the bank account, the details of which is mentioned below;

The details of the Bank Account of Amrit Hatcheries Private Limited is as follows:

| | |
|------------------------|---|
| Account Number | 0089002100122454 |
| Name of Account | Amrit Hatcheries Private Limited in Liquidation |
| Bank Name | Punjab National Bank |
| Branch Address | Bara Bazar Branch, Kolkata-700007 |
| Account Type | Current account |
| IFSC Code | PUNB0008900 |

(b) Bidders shall not disclose remittance details of EMD, UTR Code, etc. to anyone else, to safeguard its secrecy.

(c) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.

(e) EMD and other amounts paid by the Bidders/ Eligible Bidders/ Successful Bidder are liable to forfeiture in case of any default or misrepresentation on the part of the Bidder/ Eligible Bidders/ Successful Bidder.

All the payments made by the Bidder/ Eligible Bidders/ Successful Bidder under the e-auction shall be intimated to the Liquidator at ip.amrithatcherispvtltd@gmail.com immediately.

(f) The Liquidator shall (i) verify the details mentioned in the Online Forms based on the documents submitted/uploaded and (ii) ascertain submission of the EMD, and also the adherence of timelines specified in the process memorandum. Pursuant to such verification, the Agency shall notify the Bidders (via email) regarding their eligibility to participate in the e-auction for the sale of properties and such Bidders shall hereinafter be referred to as the "Eligible Bidders".

(g) The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.

(h) All payment made by the Bidder under the e-auction shall be intimated to the Liquidator at ip.amrithatcherispvtltd@gmail.com.

Earnest Money may also be provided by auction process applicant by way of direct bank transfer to the bank account as notified by the Liquidator. No interest will be paid to the auction process applicant in relation to such amount.

FORFEITURE OF EARNEST MONEY FROM THE AUCTION PROCESS APPLICANT

The Seller shall have the right to forfeit the EMD and any other monies of the Bidders in the event that any of the documents uploaded on the Platform w.r.t EMD is found to be incorrect or in the event that the Agency/ the Seller has, pursuant to its verification of such documents, discovered any misrepresentation on the part of the Bidder and upon the occurrence of any of the following events:

- a) if any of the conditions under this Process Memorandum are breached by the auction process applicant or in case the auction process applicant is found to have made any misrepresentation; or
- b) if the auction process applicant is found to be ineligible to submit the bid under Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility under Section 29A of the IBC (as amended from time to time); or
- c) If the auction process applicant is identified as the Successful and does not accept the Letter of Intent issued by the Liquidator.
- d) if the auction process applicant submits the EMD alongwith the EOI and declared as the qualified bidder and does not place bid during the e-auction duration.

ADJUSTMENT/ REFUND OF EARNEST MONEY DEPOSIT OF BIDDERS

The Earnest Money deposit of Successful Bidder shall be retained towards part sale consideration. EMD of unsuccessful bidders shall be retained and returned within 15 days of declaration of H1 bidder. The said EMD shall not bear any Interest.

9. RESERVE PRICE AND BID MULTIPLIER

The bids shall be in multiples of amount given in public announcement of the reserve price and the Eligible Bidders shall increase their bids in multiples of that amount or higher than that amount.

10. DURATION OF AUCTION SALE

(a) The auction will be conducted via an electronic auction platform.

(b) Online e-auction sale will commence and be carried out as per the timelines set out in clause 23.

(c) The e-Auction shall commence strictly at the scheduled time and at a price equal to reserve price. Auction/bidding time will initially be for a period of 2 (Two) hour and the closing time of the auction is system controlled; the time will get automatically extended by 5 (five) minutes if any bid is received during the last 5 (five) minutes, i.e. while an active bid is in process and kept open till the auction sale concludes.

(d) If any market-leading bid (bid higher than the highest at the point in time) is received within the last 5 (five) minutes of closing time, the bidding time will be extended automatically by 5 (five) minutes and if no bid higher than last quoted highest bid is received within the said extended 5 (five) minutes, the auction sale will automatically get closed at the expiry of the extended 5 (five) minute period. There will thus be an extension of bidding-time, each of 5 (five) minutes duration, till auction is concluded.

(e)Eligible Bidders are advised to enter their bid accordingly keeping in mind the 5 (five) minute duration as specified above.

(f) No complaint on the time-factor for bidding or paucity of time for bidding will be entertained by the Agency and/ or the Seller.

11.INTIMATION TO THE SUCCESSFUL BIDDER

After the conclusion of the e-auction, the Eligible Bidder submitting the highest bid ("**Successful Bidder**") shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. A separate intimation shall also be sent to the Successful Bidder via email ("**Intimation**") and the results of the e-auction would also be displayed through publication on the Platform. The Platform shall also generate an auction outcome report which will be sent to the Agency and Seller. Date of sending the e-mail will be considered as the date of receipt of Intimation i.e., Date of Intimation.

12.LETTER OF INTENT AND TRANSACTION DOCUMENTS

The Successful Bidder is required to remit 25% of Bid Price which shall exclude the Earnest Money Deposit within 7 days of communication of acceptance of bid price along with Letter of Intent (LOI) as provided by the Liquidator. The residual amount of the bid value is required to be remitted within 30 days from the close of the e-auction.

As per point no. 12 of the Schedule I, on the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days of the date of such demand. Provided that payments made after thirty days shall attract interest at the rate of 12%. Provided further that the sale shall be cancelled if the payment is not received within ninety days.

13. SALE CERTIFICATE

On payment of the full amount, the sale shall stand completed, the liquidator shall execute Certificate of sale in favour of the H1 Bidder. Further to state that

- I. The sale certificate will be issued by the Seller only in accordance with the applicable laws. The sale certificate will be issued in the name of the Successful Bidders specified in the bidding application form. No request for inclusion/substitution of name, other than those mentioned in the bidding application form, in the sale certificate will be entertained
- II. The Successful Bidder shall not have any right/title over the properties until a sale certificate is issued in his favour by the Seller in accordance with the applicable laws.
- III. The sale certificate will not be issued pending operation of any stay/ injunction/ restraining order passed by the higher authorities/ court against such issuance.
- IV. Representations/objections from the Successful Bidder would not be entertained post issuance of the sale certificate.
- V. No request for cancellation of the sale or return of the deposit, either in part or full, will be entertained.
- VI. Sale certificate shall be collected in person by the Successful Bidder or through an authorized person with submission of appropriate authority.

14.DEFAULT BY SUCCESSFUL AUCTION PROCESS APPLICANT AND ITS CONSEQUENCES

In the event that the Successful bidder withdraws his auction application, Liquidator shall have the right to forfeit the Earnest Money Deposit furnished by the Successful bidder.

If the Successful bidder does not remit the residual balance amount within the timelines stipulated, the Liquidator shall have the right to forfeit the Earnest Money deposited and 25% of the Bid price deposited by the Successful bidder and reject the bid submitted by it.

Note:

(i) All the payments of the bid amount made by the Successful Bidders shall be made through RTGS/ NEFT to the Account number mentioned in Clause 8 above, or by way of Demand Draft as mentioned in Clause 8 and shall be intimated to the Agency immediately together with the MICR No., UTR No. and a challan copy relating to the said payment. The payments of the bid amounts shall be made by the Successful Bidder from the same bank account from which he has made payment of the EMD amounts.

15. STAY/CANCELLATION OF THE SALE

- In case of stay of further proceedings by the Competent Authority, the e-auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- The Seller shall also have the right to postpone/ cancel the sale of the properties, for reasons to be recorded in the proceedings. In case of adjournment of sale for any reason, no fresh notice of sale will be given. However, the new date of sale will be informed through e-mail and/or notified on the website of the Seller to specify website URL and the adjournment dates and time for submission of tenders will also be available on the website of the Seller.

16. DELIVERY OF TITLE DEEDS/OTHER DOCUMENTS

- The Successful Bidder, on receipt of sale certificate, shall contact the Seller for delivery of title deeds and other documents related to the properties as available with the Seller.
- The Seller shall ensure that title deeds and other documents are handed over to the Successful Bidder subject post issuance of the sale certificate in accordance with the Order and the Subsequent Orders.

17. DELIVERY OF POSSESSION

- Transfer of possession of the properties sold shall be as per the directions of the authorities, Codes, Rules, Regulation, as the case may be.
- After obtaining the sale certificate and getting the sale registered with appropriate authorities under applicable laws, the Successful Bidder is entitled to obtain possession of the Property/properties. Possession will be given separately.
- All expenses & incidental charges thereto shall be borne by the Successful Bidder.

18. DECLARATION OF SUCCESSFUL BIDDER

The declaration of the successful bidder(s) for Asset block shall be done by the Liquidator at the end of the determined auction phase. Determination of the successful bidder(s) shall be done on the basis of highest bid received for the asset block by the Liquidator via the auction portal process. In case of any dispute / discrepancy, the liquidator shall assess the auction applications and declare the successful bidder (s) offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder (s) shall solely rest with the Liquidator at all times.

It shall be the endeavor of the Liquidator to maximize overall recovery of the Asset of the corporate debtor.

19. FRAUDULENT AND CORRUPT PRACTICES

The auction process applicant shall observe the highest standard of ethics during the auction Process and subsequently during the closure of the auction process and declaration of successful bidder. Notwithstanding anything to the contrary, contained in this Process Memorandum, or in the Letter of Intent, the Liquidator shall reject an auction bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the auction process applicant, if the Liquidator, at his discretion, determines that the auction process applicant has, directly or indirectly or through an

agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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 shall forfeit the Earnest Money without prejudice to any other right or remedy that may be available to the Liquidator under this Process Memorandum or Applicable Law.

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

“coercive practice” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction Process;

“corrupt practice” shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or (ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;

“fraudulent practice” shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction Process;

“restrictive practice” shall mean forming a cartel or arriving at any understanding or arrangement among the auction process Applicants with the objective of restricting or manipulating a full and fair competition in the auction Process; and

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

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

The Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the asset to any other party.

20. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs incurred by it on account of its participation in the auction Process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

For purpose of abundant clarity, it is hereby clarified that the auction process applicant is expected to make its own arrangements including accommodation for the discussion Meeting (if organized) or

Site Visit and all costs and expenses incurred in that relation shall be borne by the auction process Applicant.

The auction process applicant shall not be entitled to receive re-imbursalment of any expenses which may have been incurred carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the auction process plan.

All taxes applicable (including stamp duty implications and registration charges) on sale/transfer/assignment of assets would be borne by the successful bidder

- i. The sale attracts stamp duty, registration charges etc. as per relevant laws
- ii. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name or any other tax and/or obligation pertaining to the Asset
- iii. The payment of all statutory / non - statutory dues, taxes, rates, assessments, charges, fees, etc. owned by AHPL to anybody in respect of the Property (ies) shall be sole responsibility of successful bidders
- iv. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

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

The auction process applicant shall be responsible for fully satisfying the requirements of the IBC and related Regulations as well as all Applicable Laws that relevant for the sale process. The 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.

21. GOVERNING LAW AND JURISDICTION

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

22. OTHER CONDITIONS

1. The Seller, in its sole discretion and without incurring any obligation or liability, reserves the Right, at any time, to:

- (a) consult with any Bidder in order to receive clarification or further information;
- (b) retain any information and/ or evidence submitted to the Seller/ the Agency by, on behalf of, and/ or in relation to any Bidder; and/ or
- (c) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

2. It shall be deemed that by submitting the bid, the Bidder agrees and releases the Agency / the Seller, its employees, subsidiaries, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder,

pursuant hereto and/ or in connection with the e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

3. All documents and other information supplied by a Bidder to the Agency/ the Seller shall remain or become the property/(ies) of the Agency / the Seller. It will not return any bid or any information provided by the Bidder.

23. TIMETABLE

The following timetable shall apply to the process memorandum. The timetable may be amended by the Liquidator through issuance of an addendum to the process memorandum.

| Sl. No. | Activity | Timeline (days) |
|---------|--|---|
| 1. | Public Announcement of Auction | Tuesday, 04.06.2024 |
| 2. | Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions | Tuesday, 04.06.2024 |
| 3. | Last Date of Submission of Application Forms, Affidavit and Undertaking under Section 29A, Declaration by the Bidder along with eligibility Documents by the Prospective Bidder- | On and before Wednesday, 19.06.2024, before 5:00 p.m. |
| | Intimation to Qualified Bidders | Friday, 21.06.2024 |
| | Last Date of Data Room Access, Site Visits and Discussion Meeting. | From 19.06.2024 till 29.06.2024 before 5:00 p.m. |
| | Last date of EMD Deposit | On or before Tuesday, 02.07.2024, before 5:00 p.m. Payable through RTGS/DD/Bank Transfer towards " Amrit Hatcheries Private Limited (in liquidation) " having Account No. 0089002100122454 maintained with PNB, Bara Bazar Branch IFSC Code: PUNB0008900. |
| 4. | Date & Time of Auction | The sale will be done by the undersigned through e-auction platform provided at the Web Portal www.eauctions.co.in on 04.07.2024 (Thursday) from 3:00 p.m. to 5:00 p.m. |
| 5. | Reserve Price (INR) | BLOCK I- 4.86 Crores BLOCK II- 0.073 Crores |
| 6. | Bid Incremental Value (INR) | BLOCK I- INR 10,00,000/- BLOCK II- INR 1,00,000/- |

| | | |
|-----|--|--|
| 7. | Announcement of Successful Bidder (H1 Bidder) | 04.07.2024 (Thursday) |
| 8. | Last date to deposit 25% of Sale Consideration (to exclude the Earnest Money Deposit) & Sign the Letter of Intent (LOI) | 11.07.2024 (Thursday) |
| 9. | Last date for Payment of Balance Consideration by Successful Bidder (without Interest) | 03.08.2024 (Saturday) |
| 10. | Last date for Payment of Balance Consideration by Successful Bidder (with Interest) | 02.10.2024 |
| 11. | Return of EMD for Unsuccessful bidders | EMD of Unsuccessful bidders to be returned within 15 days of declaration of H1 bidder. |

Note: The timeline for payment of entire sale consideration can be extended up to October 10, 2024, i.e., 90 (Ninety) days from the date of auction, in terms of the Schedule I of the Liquidation Regulations. However, the payment made after August 3, 2024, i.e., 30 (Thirty) days from the date of auction shall attract interest at the rate of 12% per annum. In case the full sale consideration, including the afore-stated interest, if any, is not paid by October 10, 2024, i.e., 90 (Ninety) days from the date of auction, the Liquidator shall forfeit Earnest Money and / or any amounts received.

Details of property:

| | |
|---|--|
| Description of property | Building & Structures, Plant and Machinery & Vehicles located at mouza-raghunathpur, p.s.-Kanksha under bankati gram panchayet, district-paschim bardhaman, West Bengal-713148 (detail description of the same has been given in Annexure VII) |
| Reserve Price of property as per sale Notice | INR 4.86 Crores /- |

I/We also enclose self-attested copies of following necessary documents to participate in bid –
 (1) Proof of identification (2) current Address-proof (3) PAN card (4) Valid e-mail ID (5) contact number (6) Authority letter and Board resolution (for firm and corporate applicant as applicable) (7) Composition and Ownership Structure of the Bidder (8) Affidavit and Undertaking under Section 29A (9) Confidentiality Undertaking (9) Declaration by the Bidder

We request you to kindly verify the same and arrange with the auction portals for issue of an ID and password for us to enable us to take part in the e-Auction.

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

Place:

Signature

Date:

(Seal in case of company / firm)

I/We also enclose self-attested copies of following necessary documents to participate in bid –
(1) Proof of identification (2) current Address-proof (3) PAN card (4) Valid e-mail ID (5) contact number (6) Authority letter and Board resolution (for firm and corporate applicant as applicable) (7) Composition and Ownership Structure of the Bidder (8) Affidavit and Undertaking under Section 29A (9) Confidentiality Undertaking (10) Declaration by the bidder

We request you to kindly verify the same and arrange with the auction portals for issue of an ID and password for us to enable us to take part in the e-Auction.

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

Place:

Signature

Date:

(Seal in case of company / firm)

Terms and Conditions of the E-auction are as under:**In addition to the Process Memorandum, following terms and conditions apply:**

1. Bidders are advised to go through all the terms and conditions of sale given in this Tender Document and also in the Notice of Sale before participating in the online bidding/auction.
2. E-Auction is being held on “AS IS WHERE IS” “AS IS WHAT IS” “WHATEVER THERE IS BASIS” and “WITHOUT RECOURSE BASIS” and will be conducted “On Line”. The auction will be conducted through the approved service provider Linkstar Infosys Private Limited the web portal www.eauctions.co.in E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites www.eauctions.co.in and <http://ipamrithatcheries.com> Interested bidders can register, bid and receive confirmation of their bid online.
E- Auction Information document containing online e-auction bid form, Declaration, General Terms and Conditions of online auction sale/transfer/assignment are available on the website of www.eauctions.co.in Contact: Vijay Pipaliya Mobile: +91-9870099713
3. The intending Bidders should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, ingress and egress to the property(s) dues of local taxes, electricity and water charges, maintenance charges, if any and inspect the property at their own expenses and satisfy themselves prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property is being sold/transferred/assigned 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. The intending purchasers/bidders are required to deposit EMD amount either through NEFT/RTGS in the Account of Amrit Hatcheries Pvt. Ltd. (In Liquidation) having Account No: 0089002100122454 with Punjab National Bank, Burrabazar Branch, IFSC Code: PUNB0008900 or by way of demand draft drawn in favour of M/s Amrit Hatcheries Private Limited – In liquidation drawn on any nationalized or scheduled bank.
5. The intending bidders should submit Request Letter for participation in E-auction, self-attested copies of (i) Proof of identification (KYC) viz. Voter ID card/Driving License/Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid e-mail ID, (v) contact number (Mobile/Landline) of the bidder etc. to office of Liquidator by 19.06.2024 by 5:00 PM. Scanned copies of the original of these documents can also be submitted to e-mail ID of Liquidator.
6. The E-Auction/ Bidding of above properties would be conducted exactly on the schedule Date & Time as mentioned against the Property/Properties by way of inter-se bidding amongst the bidders. The bidder shall improve their offer in multiple of amount mentioned under the column “Bid Increment Amount” against the Property/Properties. In case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The Bidder who submits the highest bid amount (not below the Reserve Price) on closure of e -Auction process shall be declared as Successful

Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by Liquidator/Secured Creditor.

7. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal www.eauctions.co.in will provide User ID & Password after due verification of KYC of the Eligible Bidders.
8. Bidders shall be deemed to have read and understood all the conditions of sale, the Tender Document, the Order and the Notice of Sale and are bound by the same.
9. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property including area, physical nature, condition, extent etc., before submission of the bid. All costs incurred in connection with such inspection shall be borne by the Bidders. Further, the area of the properties in the title deeds provided shall prevail over what has been presented in the Notice of Sale or this Tender Document and the same must be inspected and verified by the Bidders before participating in the e-auction.
10. Bidders are advised/ cautioned to verify with the sub-registrar's office as well as obtain and analyze the revenue records with respect to the properties and to satisfy themselves regarding the existence, title, nature, description, condition, existing encumbrances, liens, charges, statutory dues, etc. over the properties before submitting their bids.
11. The bids shall be submitted by the Eligible Bidders and the Property/properties shall be acquired by the Successful Bidder in compliance with applicable laws including foreign exchange laws and tax laws, as applicable.
12. No counter-offer/conditions by the Bidder, Eligible Bidder and/or Successful Bidder will be entertained.
13. No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, can bid for, acquire or attempt to acquire any interest in the properties sold.
14. The Seller shall have liberty to amend / modify / delete any of the conditions of the Tender Document or Notice of Sale as may be deemed necessary in the light of facts and circumstances of each case.
15. The Seller shall not be responsible for rendering any assistance to the Bidder in connection with its independent inspection of the properties.
16. Bidders are bound by the principle of caveat emptor (buyer beware).
17. Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to the title to the properties.

18. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
19. The e-Auction/ bidding of above properties would be conducted exactly on the schedule Date & Time as mentioned the properties of the Corporate Debtor. In case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes.
20. Bidders are advised to preserve the EMD documents and documents pertaining to other deposits/ payments made by it and also a copy of the terms and conditions of the application Form downloaded from the portal and other document uploaded by it on the Platform for future reference.
21. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
22. The prospective qualified bidders may avail online training on e-Auction from Linkstar Infosys Private Limited prior to the date of e-Auction. Neither the Liquidator nor Linkstar Infosys Private Limited will be held responsible for any internet network problem/ power failure/ any other technical lapses/ failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power backup etc. for successfully participating in the e-Auction event.
23. The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, etc., owed by the Company in respect of the properties, if any, shall be taken care off as per Insolvency and Bankruptcy Code, 2016.
24. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS, etc if applicable.
25. The sale certificate will be issued and/or transaction/ sale documents executed in the name of purchaser(s)/ applicant(s) only and will not be issued in any other name(s).
26. The sale/transfer/assignment shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016 and provisions and regulations thereunder.
27. The decision of Liquidator on declaration of successful bidder shall be final and binding on all the Bidders.
28. The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the Tender Document and Notice of Sale.

Submission of the Online Form and Earnest Money Deposit:

(a) The auction shall be conducted through the process of an e-auction facilitated by the Seller. The Seller/ E-Auction Service Provider shall inform the Bidders via e-mail of the procedure for obtaining access to the Platform for the purposes of uploading necessary forms and documents thereat and making bids thereon.

(b) Each intending bidder shall, pursuant to gaining access to the Platform, provide such details as may be required by the E-Auction Service Provider.

(c) Thereafter, the Bidders would be required to upload the following Documents:

(i) **Individual Bidders** or Bidders in the nature of Hindu undivided families (“HUFs”) would be required to upload the following:

1. copy of the valid passport or voter’s ID or valid driving license or aadhaar card or photo identity card issued by Govt./ PSU;
- &
2. copy of the permanent account number (“PAN”) card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
3. It is clarified that in the case of an HUF, the karta of the HUF would have to upload his own passport/ voter ID/ driving license/ aadhaar card/photo identity card issued by Govt. / PSU.
4. Current Address-Proof for communication
5. Valid e-mail ID
6. contact number (Mobile/Landline) of the bidder etc.

(ii) **Non-Resident Indian(s)** would be required to upload the following documents:

1. their passport and residence visa copies duly attested by foreign offices or notary public or the Indian embassy;
- &
2. a copy of the PAN card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted
4. Current Address-Proof for communication
5. Valid e-mail ID
6. contact number (Mobile/Landline) of the bidder etc.

Acquisition of immovable properties in India by NRIs/PIOs will be subject to FEMA regulations.

(iii) **Proprietary concerns** shall upload any two documents evidencing the identity and address proof of the proprietor and proprietorship concern. The proprietor should also provide a copy of the permanent account number (“PAN”) card and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card and Current Address-Proof for communication, Valid e-mail ID, contact number (Mobile/Landline) of the bidder shall be submitted.

(iv) **Partnership firms** and limited liability partnerships (LLPs) shall be required to submit any two documents providing the identity and address proof of the partnership or limited liability partnership, as applicable, any 2 (two) documents evidencing the identity and address proof of the

partner authorized to act on behalf of the partnership or limited liability partnership, as the case may be, & the following documents:

1. Registration certificate of incorporation certificate, if any, as applicable;
2. Partnership deed or limited liability partnership agreement, as applicable;
3. An officially valid document in respect of the person holding a power of attorney to transact on behalf of the partnership or copy of the resolution passed by the partners of the limited liability partnership or other valid document evidencing authority of the designated partner to transact on behalf of the limited liability partnership; And
4. Copy of the permanent account number ("PAN") card of the partnership firm/ limited liability partnership and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
5. Current Address-Proof for communication
6. Valid e-mail ID
7. Contact number (Mobile/Landline) of the bidder etc.

(v) **Companies** shall be required to submit any two documents evidencing the identity and address proof of the company and the following documents:

1. Certificate of incorporation;
2. A resolution from the shareholders/ Board of Directors granted to its managers, officers or employees to transact on its behalf with respect to the matters contemplated herein; And
3. Copy of the permanent account number ("PAN") card of the company and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
4. It is clarified that no power of attorney would be accepted and the person authorized to act on behalf of a company must be so authorized only by means of a resolution of the board or shareholders of the company.

(d) Upon submitting the relevant documents as mentioned above , the intending bidders are required to fill up the online form / physical form as per the format prescribed in Annexure I with respect to asset for which the intending bidder proposes to submit a bid and take a print out of the filled form, sign the same and thereafter upload it on the Platform along with (i) a duly signed affidavit and undertaking under Section 29A as per the format set out in Annexure II, on or before the last date and time given in the Notice of Sale/Tender Document. The intending bidder would also be required to make payment of the EMD in accordance with Clause 8 prior to uploading the Online Form. The Online Form should be duly filled in and complete with all the relevant details.

(e) Any **queries** can be addressed to Liquidator at C/o Sumedha Management Solutions Pvt. Ltd. 2B, Geetanjali, 8B Middleton Street, Kolkata-700071
Email-id: ip.amrithatcherispvtltd@gmail.com or Phone No: 8240634019 or contact Mr. Vijay Pipaliya c/o M/s Linkstar Infosys Private Limited. Helpline No: +91-7874138237; Helpline Email: admin@eauctions.co.in.

(f) Bidders can participate in the e-auction from anywhere. Therefore, any intending Bidder who is an individual/Non-Resident Indian or Karta of HUF, shall participate in the e-auction on his own behalf and shall not be allowed to participate in the e-auction through any third party such as an authorized agent/ representative.

ONLINE BIDDING

- (a) Bidding will be through the Platform.
- (b) Bidders are cautioned to be careful while entering their bid amount.
- (c) The Seller and the Agency shall not have any liability towards Bidders for any interruption or delay in access to the Platform irrespective of the cause, issues relating to the Platform, failure of internet connection, server problems, etc.
- (d) Any dispute arising out of the e-auction sale of the properties shall be decided by the Seller, whose decision shall be final and binding.
- (e) A training manual has been uploaded on the website of the E-Auction Service Provider at www.eauctions.co.in intending bidders may avail online training/ demonstration on the e-auction process from the E-Auction Service Provider.
- (f) Bidders cannot participate in the bidding without depositing the requisite EMD amount.

VERIFICATION OF INFORMATION BY THE BIDDERS

It shall be deemed that by participating in the e-auction process, the Bidder has:

- I. made a complete and careful examination of the Tender Document and Notice of Sale and unconditionally and irrevocably accepted the terms thereof;
- II. familiarized itself with the Order of the Competent Authority;
- III. reviewed all relevant information provided by the Agency / the Seller, as may be relevant to the e-auction process;
- IV. satisfied itself about all matters regarding the e-auction process required for submitting an informed bid in accordance with this Tender Document and performance of all of its obligations hereunder;
- V. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-auction process or the properties shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the Seller/ the Agency; and
- VI. agreed to be bound by the undertakings provided by it under and in terms hereof

VERIFICATION AND DISQUALIFICATION

- I. The Seller reserves the right to verify (in accordance with the provisions of this Tender Document) all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Seller, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Seller shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency/ the Seller thereunder.
- II. Without prejudice to any other right or remedy that may be available to the Seller under this Tender Document, the Seller reserves the right to disqualify the Bidder, cancel the sale and to appropriate the entire EMD and other amounts paid, if:
 - (i) at any time, a misrepresentation on part of the Bidder is made or uncovered;
 - (ii) the Bidder does not provide, within the time specified by the Agency/ the Seller, the supplemental information/ documentation sought by the Agency/ the Seller, or

- (iii) any act or omission of the Bidder results in violation of or non-compliance with the Tender Document and/ or any other document referred herein or issued pursuant thereto or any applicable law relevant for the e-auction process.
- III. Any person who participated in E-Auction, if found disqualified u/s 29A of Insolvency & Bankruptcy Code, 2016, or regulation thereunder, EMD of such disqualified bidder shall be forfeited.

Annexure II
Affidavit and Undertaking under Section 29A

(To be duly printed and executed on the Stamp Paper and duly notarized)

To,
The Liquidator,
Amrit Hatcheries Private Limited (In Liquidation)

Date:

Sub: Disclosure and Undertaking on eligibility under Section 35 read with section 29 A of the Insolvency and Bankruptcy Code, 2016.

Dear Sir,

A. I hereby submit this declaration under Section 35 read with Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018:

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

- 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;
- c. 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;
- d. has been convicted for any offence punishable with imprisonment-
 - i. for two year 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
- e. is disqualified to act as a director under the Companies Act, 2013;
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- h. has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code;
- i. has been subject to any disability, corresponding to clauses (a) to (h) of Section 29 A, under any law in a jurisdiction outside India; or
- j. has a connected person (as defined in Explanation to Section 29 A) who is ineligible under clauses (a) to (i) of Section 29A.

I therefore, confirm that [Insert name of the Bidder] is eligible under Section 29 A of the Insolvency and Bankruptcy Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018 to submit its Bid for Amrit Hatcheries Private Limited - In Liquidation.

B. I undertake on behalf of [Insert name of the Bidder], that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit a bid under section 29 A of Insolvency and Bankruptcy Code, 2016 shall be engaged in the management and control of corporate debtor.

C. I declare and undertake that in case [Insert name of the Bidder] becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

D. I also undertake that in case [Insert name of the Bidder] becomes ineligible at any time after submission of the Earnest Money, then the Earnest Money would be forfeited and the same would be deposited in the account of Amrit Hatcheries Private Limited - In Liquidation.

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

F. I confirm that the said declaration and disclosure is true and correct.

G. I am duly authorized to submit this declaration by virtue of my KYC Documents / Board Resolution.

(DEPONENT)

VERIFICATION

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

(DEPONENT)

Annexure III
Technical Terms & Conditions of e-auction sale

2. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider.

3. The intending bidders prior to submitting their bid, should make their independent inquiries regarding their encumbrances, title of property, claims/rights/dues affecting the property, inspect the property at their own expenses and satisfy themselves.

2. Intending bidders have to register with the e-auction service provider.

3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for the Property.

4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.

6. Bidders are advised to change the password immediately on receipt thereof.

7. The declaration as per the format set out in **Annexure II** must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.

8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.

9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

11. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.

12. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard

by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

12. After the conclusion of the e-auction for each Property, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the e-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e., Date of Intimation.

13. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

Annexure IV

(To be duly printed and executed on the Stamp Paper and duly notarized)

To,
The Liquidator,
Amrit Hatcheries Private Limited (In Liquidation)

Date:

Sir,

1. I/We, the Bidder (s) aforesaid do hereby state that, I/We have read the entire terms and conditions for the sale/transfer/assignment of property (ies) as specified in the process document and have understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.

2. I/We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase – price have been made by me/us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.

3. I/We further declare that the information revealed by me/us in the online form is true and correct. I/We understand and agree that if any of the statement/ information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the earnest money deposit and / or any other monies paid by me/us is liable to be forfeited by the Seller and the Seller will be at liberty to annul the offer made to me/us at any point of time.

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

5. I/We understand that the earnest money deposit of all Bidders shall be retained and returned only after the successful conclusion of the sale/transfer/assignment of the Properties. I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

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

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

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

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

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

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

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

(Signature)

Name:

Address:

Email Id:

.....

Mobile:

Annexure V

**CONFIDENTIALITY UNDERTAKING BY THE PROSPECTIVE BIDDER
(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)**

To,
The Liquidator,
Amrit Hatcheries Private Limited (In Liquidation)

Date:

Sub: Confidentiality Undertaking by the Prospective Bidder under the Insolvency and Bankruptcy Code, 2016.

This Confidentiality Undertaking has been signed by _____ [Insert name of the Prospective Bidder] having its office at _____ [Insert address] acting through Mr. _____ [Name of person authorised of Prospective Bidder], the authorized signatory / authorized representative ("Prospective Bidder"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Bijay Murmuria, an Insolvency Professional having registration no. IBBI/IPA-001/IP-N00007/2016-2017/10026.

WHEREAS Amrit Hatcheries Private Limited - In Liquidation, a company registered under Companies, Act, 1956 (thereafter referred as the "Corporate Debtor") is undergoing Liquidation vide Hon'ble NCLT Principal Bench, Kolkata ("NCLT") order dated February 25, 2020 ("Liquidation Order"). Vide the said Liquidation Order, Mr. Bijay Murmuria, an Insolvency Professional registered with Insolvency and Bankruptcy Board of India having Registration No. IBBI/IPA-001/IP-N00007/2016-2017/10026 has been appointed as Liquidator ("Liquidator") and has been taking appropriate steps and measures for realizing the assets of the Corporate Debtor as articulated in the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Regulations").

WHEREAS the Liquidator has issued sale notice dated June 04, 2024, inviting prospective bidders for the purpose of submission of bid through the e-auction process which is scheduled to be held on July 4, 2024 in respect of sale of assets of the Corporate Debtor which is governed by the provisions of Process Memorandum dated June 04, 2024 ("Process Memorandum") and provisions of the Code read with Liquidation Regulations.

WHEREAS the Liquidator is required to share certain data, information, records and documents in relation to the Corporate Debtor and its assets that is put up for auction including but not limited to providing an access at the project site of the Corporate Debtor for site inspection in order to facilitate the prospective bidder in their due diligence. The said information, documents and records including an access at the project site of the Corporate Debtor for site inspection shall be permitted to the prospective bidder only after receiving an undertaking from each of the prospective bidder to the effect that such prospective bidder shall maintain confidentiality of all the information received from the Liquidator or its persons and also during the course of due diligence / auction process 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 Process Memorandum and the provisions of the Code read with Liquidation Regulations.

Therefore, the Prospective Bidder hereby declares and undertakes as follows:

1. The Prospective Bidder shall not involve itself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.

2. The Prospective Bidder shall not divulge either his bid or any other details and information provided to him by the Liquidator or other details received during the due diligence process /e-auction process in respect of the assets to any other party.

3. The Prospective Bidder shall not divulge any part of the information or any other data shared by the Liquidator or its persons during the due diligence process and e-auction process, 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.

4. The Prospective Bidder further unconditionally and irrevocably undertakes and declares that:

a) The Confidential Information shall be kept secret and confidential by the Prospective Bidder and shall be strictly used solely for the purpose of due-diligence that is required prior to submission of bid in the E-Auction Process and in accordance with the terms of the Code read with Liquidation Regulations;

b) The Prospective Bidder shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, Liquidator or any other person;

c) The Prospective Bidder shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider information;

d) The Confidential Information may only be disclosed to and shared with any employees or its advisors by the Prospective Bidder, in accordance with Applicable Law(s), including in relation to confidentiality and insider information, 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 / e-auction process of the assets of the Corporate Debtor, provided that the Prospective 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.

e) The Prospective Bidder shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, any theft or leakage;

f) The Prospective Bidder shall immediately destroy and permanently erase all Confidential Information as provided during the e-auction process/ due-diligence process subsequent to completion of sale of assets or auction process of the Corporate Debtor;

g) The Prospective Bidder shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the Liquidator or its persons and shall use its best endeavours to secure that no person acting on its behalf divulges or discloses or uses any part of the confidential Information;

h) The Prospective Bidder 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 Prospective 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 Prospective Bidder or any person acting on its behalf.

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 Prospective Bidder was already in the public domain without violation of any provisions of Applicable Law(s); or
- b) information which, after disclosure to the Prospective Bidder 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 Prospective Bidder prior to its disclosure, as evidenced by the records of the Prospective Bidder.

5. The Prospective Bidder 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 Prospective Bidder during the E-Auction Process and information provided in the Process Memorandum.

6. The Prospective Bidder further agrees and acknowledges that the Liquidator shall not be liable to the Prospective Bidder for any damage arising in any way out of the use of the Confidential Information and further that the Prospective Bidder shall not have any claim against the Liquidator or the Corporate Debtor in relation to any information provided.

7. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Liquidator that expressly modifies or waives any such term.

8. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and Liquidator may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.

9. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Prospective Bidder arising as a result of its fraud or willful default as defined under Applicable Law(s).

10. 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.

11. 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.

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 Prospective Bidder]

Sign on behalf of

[Insert Name of Prospective Bidder]

Date: 04.06.2024

Private & Confidential

by Mr. _____
(Name and Designation)
Authorised Signatory
Date:
Place

Annexure VI

AUTHORISATION LETTER BY THE PROSPECTIVE BIDDER FOR INSPECTION
(On the Letterhead of the Prospective Bidder)

To,
The Liquidator,
Amrit Hatcheries Private Limited (In Liquidation)

Date:

Sub: Authority Letter for Site Inspection of the assets of Amrit Hatcheries Private Limited – In Liquidation (“Corporate Debtor”) lying at the plant site (insert site address).

Dear Sir,

I / We _____, [insert the name of Prospective Bidder] being the Prospective Bidder, are interested in bidding for the assets of the Corporate Debtor that are put up for e-auction and scheduled to be held on July 4, 2024. In view thereof, I / We hereby request you to kindly allow us site inspection of the assets of the Corporate Debtor that are located at the plant site at[insert site address] on _____ [insert Day], _____ [insert Date] from __ to __ pm [insert Time]. Accordingly, the following person/(s) would be conducting the site visit of the Plant Site at Panagarh of the Corporate Debtor on our behalf:

| Sr. No. | Name of the Authorised Representative | Aadhar Card Number | Enclosed |
|---------|---------------------------------------|--------------------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Further, also find enclosed at Appendix, the undertaking(s) by each Authorised Representative(s) visiting the Plant Site of the Corporate Debtor on our behalf.

Sign on behalf of

[Insert Name of Prospective Bidder]
by Mr. _____
(Name and Designation)
Authorised Signatory

Encl:

APPENDIX TO ANNEXURE VI
UNDERTAKING BY THE AUTHORISED REPRESENTATIVE

To,
The Liquidator,
Amrit Hatcheries Private Limited (In Liquidation)

Date:

Sub: Undertaking by the Authorised Representative of the Prospective Bidder with respect to the Inspection of the assets of Amrit Hatcheries Private Limited – In Liquidation (“Corporate Debtor”) lying at [insert site address].

Dear Sir,

I, _____, [insert the name of Authorised Representative] authorised representative appointed by _____ [insert the name of the Prospective Bidder], would be visiting the site for the inspection of assets of the Corporate Debtor that are located at the plant site at[insert site address] on _____ [insert Day], _____ [insert Date] between __ to __ pm [insert Time]. I undertake and confirm that, I shall follow all the necessary guidelines issued by the central government, state government, district officer and other relevant regulatory and local authorities. I further undertake that neither the Liquidator nor any of his officers / agents / consultants would be held accountable for any untoward situation, if the same arises.

Annexure VII**(Description of Assets)****BLOCK I- BUILDING & STRUCTURES, PLANT AND MACHINERY & VEHICLES LOCATED AT PANAGARH UNIT****1. BUILDING & STRUCTURES**

Building situated at mouza-raghunathpur, p.s.-kanksha, under bankati gram panchayet, district-paschim bardhaman, west bengal-713148.

2. PLANT & MACHINERY

| A | Main Plant and Machinery |
|----------|---|
| | Slaughtering Line |
| | Rendering Plant |
| | Hybrid Spiral Freezer |
| | Injecting Machine and Massager |
| | Kitchen Equipment |
| | Forming Line/Breading / Battering/Tempura/Fryer |
| | Bowl Chopper |
| | Vaccum Tumbler |
| | Debonner |
| | Thermoforming Packaging Machine |
| | Boiler |
| | Smoke House |
| | Automatic Encrusting Machine |
| | Size Reducing Equipment / Dicer |
| | Paratha Ball Making Machine |
| | Micro Scan Metal Detector |
| | Conveyor Unit |
| | Dryer XL-BT-100- Capacity-100KG |
| | Ball Flattening Machine |

| B | Auxiliary Plant And Machinery |
|----------|---|
| | Sanitation Station/Hygene and Cleaning Equip. |
| | Flake Ice Making Machine with Refrigeration |
| | Buggy Dumper |
| | Lab Equipment |
| | Blast Freezer Trolleys 1M x 0.9M x 1.9M, |
| | Workers Locker room Cabinet - Set |
| | Hot Water High Pressure Jet Cleaner |

| | |
|--|---|
| | Hydraulic Filler Model |
| | Industrial Washing Machine Cap-100KG |
| | Continuous Ink Jet (CIJ Printer) |
| | S.S. 304 Spiral Chiller Insp Trolley |
| | Display Kuhnke Ventura Touch 15*V3, |
| | Computer Box Kuhnke Ventura 800, |
| | Cooker |
| | Chicken Portioning Machine-KLEEN KUT K2 1HP |
| | Finger Size 80X20MM |
| | Hydro Extractor XL-H-Cap-50KG |
| | Programmed FC FR-D740-120SC-EC, |
| | Dye for Bottom Insert with Logo 2x1 R (450 Grm) |
| | Miscellaneous |

| | |
|----------|--|
| C | Chilling, Freezing & Airconditioning Plant |
|----------|--|

| | |
|----------|---------------------------------|
| D | Effluent Treatment Plant |
| | Effluent Treatment Plant |
| | Water Treatment Plant |

| | |
|----------|----------|
| E | D G Sets |
|----------|----------|

| | |
|----------|--------------------------------|
| F | Electrical System |
| | Other Electrical Installations |
| | Electrical Panels |
| | Vacuum Circuit Breaker Panel |
| | Lightings |
| | Transformer |
| | Motor & Gear Box |
| | Miscellaneous electrics |

| | |
|----------|---|
| G | Balance Auxiliary and Ancillary Facilities |
| | Weigh Bridge |
| | FIRE FIGHTING SYSTEM |
| | Air Compressor with Dryer & Air Receiver |
| | LPG Manifold |
| | Weghing Scale 1 Set |
| | Diesel Tank 5000 L Capacity |
| | Miscellaneous systems |

3. **VEHICLES**

| | |
|--|---|
| | Vehicles |
| | Tata LGV Diesel, LPT 709 EX2 BSIII, WB11C2384 |
| | Tata LGV Diesel, LPT 407 BSIII 34 HD, WB11C2722 |

BUILDING AND OTHER STRUCTURES



BUILDING AND OTHER STRUCTURES



BUILDING & OTHER STRUCTURES



BUILDING & OTHER STRUCTURES



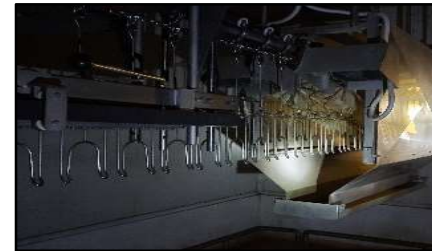
BUILDING & OTHER STRUCTURES



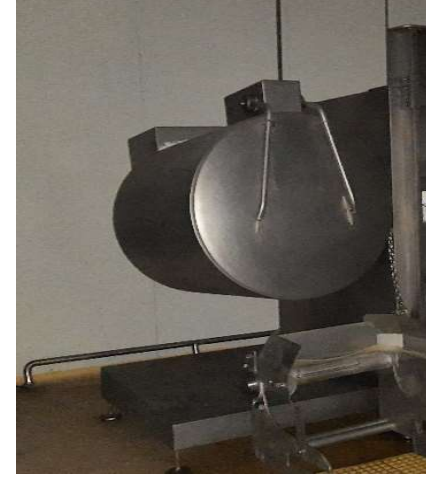
BUILDING & STRUCTURES



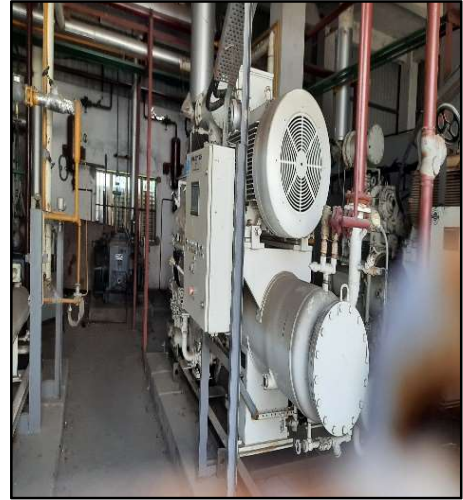
PLANT & MACHINERY



PLANT & MACHINERY



PLANT & MACHINERY



SATELLITE MAP



**BLOCK II- EIGHT TRUCKS SITUATED AT GATE NO. 3, JALAN COMPLEX, NEAR BHARAT HOTEL,
JUNGALPUR, HOWRAH, WEST BENGAL- 711302**

Eight trucks situated at Gate No. 3, Jalan Complex, Near Bharat Hotel, Jungalpur, Howrah, West Bengal- 711302. Details of the same is given hereunder:

| Amrit Hatcheries Private Limited-Vehicles List | | |
|---|-------------------------|------------------------|
| S.No | Registration No. | Type of Vehicle |
| 1 | WB-11C-6323 | Eicher Truck |
| 2 | WB-03C-6120 | Mahindra Maximo |
| 3 | WB-73C-9851 | Tata Truck |
| 4 | WB-71A-8388 | Eicher Truck |
| 5 | WB-11C-2687 | Tata Truck |
| 6 | WB-11C-2723 | Tata Truck |
| 7 | WB-67A-0482 | Tata Truck |
| 8 | WB-11C-6324 | Eicher Truck |

1. WB-11C-6323: Eicher Truck



2. WB-03C-6120: Mahindra Maximo



3. WB-73C-9851: Tata Truck



4. WB-71A-8388: Eicher Truck



5. WB-11C-2687: Tata Truck



6. WB-11C-2723: Tata Truck



7. WB-67A-0482: Tata Truck



8. WB-11C-6324: Eicher Truck



