

E-AUCTION PROCESS INFORMATION DOCUMENT

Participation in E-Auction Process for sale of assets (except Land) of 'Siddhi Vinayak Power Generation & Distributors Private Limited (In Liquidation) ("Corporate Debtor" or "the CD") under Regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Regulations") and relevant provisions of Insolvency and Bankruptcy Code, 2016 ("IBC" or "the Code").

Date of Public Announcement: 25.07.2022

Date and Time of E-Auction: 16.08.2022 from 11.00 AM to 5:30 PM

Last date to apply and submission of Documents: 09.08.2022 (Till 6:00 PM)

Issued by

Mr. Nilesh Sharma, Liquidator

Siddhi Vinayak Power Generation & Distributors Private Limited (In Liquidation)

CIN: U74140DL2011PTC219442

(A Company under Liquidation Process vide Hon'ble NCLT's order dated 05.07.2019)

IBBI Registration No. of Liquidator: IBBI/IPA-002/IP-N00104/2017-18/10232

Mr. Nilesh Sharma is a registered Insolvency Professional with the Insolvency and Bankruptcy Board of India having registration No. IBBI/ IPA-002/ IP-N00104/ 2017-18/ 10232. Siddhi Vinayak Power Generation & Distributors Private Limited ("Company" or "SVPGDPL" or "Corporate Debtor") was ordered for liquidation vide order dated 05.07.2019 by the Hon'ble NCLT and vide the order dated 19.07.2019, Mr. Nilesh Sharma was appointed as the Liquidator of the Company. The order was received by the Liquidator on 14.08.2019, therefore the Liquidation Commencement Date has been considered as 14.08.2019. The Liquidator acts as an agent of the Company only, without any personal liability as per the powers provided under the Insolvency and Bankruptcy Code, 2016 ("Code").

Sd/-

Liquidator

IBBI Registration No.: IBBI/IPA-002/IP-N00104/2017-18/10232

Registered Address: C-10, LGF, Lajpat Nagar III, New Delhi-110024

Registered Email: nilesh.sharma@rrrinsolvency.com, Phone: +91 9811418701

Communication Email : svinayakliquidation@gmail.com, Phone: +91 9654918220

Issued to all interested Bidders

Terms and conditions, deadlines etc. for participating in the electronic auction are provided in this E-Auction Process Information Document. This Document is neither transferable nor assignable. This Process Document comprising of timelines, notifications and other details for the e-auction process is also available on the website of the IPE (insolvency professional entity) of which the Liquidator is a partner, i.e., www.rrrinsolvency.com, and on the website of the E-auction service provider i.e. <http://www.eauctions.co.in>.

Interested Bidders desirous to participate have to submit their bids on E-auction portal-<http://www.eauctions.co.in> after deposit of earnest money deposit and submission of required documents.

NOTES:

1. This E-Auction Process Information Document is issued pursuant to the publication of the E-Auction Notice dated 25.07.2022. The earlier E-Auction being unsuccessful, the same assets are being offered for sale again in terms of the Schedule I of the Liquidation Process Regulations.
2. This E-Auction Process Information Document is issued only for the Bidders interested in participating in the sale of assets forming part of the Liquidation Estate of the corporate debtor being offered for sale.
3. The terms and conditions, deadlines etc. for participating in the electronic auction are provided in this E- Auction Process Information Document.
4. The timelines, notifications and other details for the E-Auction Process are available on the website of the IPE i.e., www.rrrinsolvency.com and are also available on the website / link of the E-Auction Service Provider i.e., <http://www.eauctions.co.in>. Bidders desirous to submit their Bid have to submit their Bid on E-Auction portal of the E-Auction Service Provider, which shall be published on the website <http://www.eauctions.co.in>.
5. The entire process shall be subject to extant Liquidation Process Regulations and the Code.

DISCLAIMER

This E-Auction Process Information Document is issued by Mr. Nilesh Sharma (an insolvency professional having IBBI Registration No. IBBI/IPA-002/IP-N00104/2017-18/10232) in his capacity as the Liquidator of the Company, Siddhi Vinayak Power Generation & Distributors Private Limited, appointed by the Hon'ble National Company Law Tribunal, Bench-II, New Delhi vide its order dated July 19, 2019 (Order received by the Liquidator on 14.08.2019).

This E-Auction Process Information Document has been issued pursuant to the Publication of the E-Auction Sale Notice dated 25.07.2022.

The purpose of this E-Auction Process Information Document is to lay down the process for submitting the Bid by the prospective Bidders through E-auction and for participation in the process of Sale of the Assets in accordance with the provisions of E- Auction Process Information Document, the Code and the Liquidation Regulations.

Neither this E-Auction Process Information Document nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This E-Auction Process Information Document does not solicit any action based on the material contained herein.

This E-Auction Process Information Document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority or Government of India or any State Government or by any Stock Exchange in India or any other jurisdiction. This Document has not been approved, reviewed or recommended by SEBI or any statutory agency etc. Nothing herein contained or materials relating to the Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.

It is to be noted that no information being provided in this Document claims to be comprehensive. An independent due diligence of the intended user/recipient of this Document or by the Bidder is highly recommended. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted, is or will be expressly or impliedly be assumed or deemed to have been assumed by the Liquidator/by any of his representatives, officers, agents, or the Company or in relation to the accuracy, fairness, authenticity or completeness of this Document or any other written or oral information made available to any prospective Bidder or its advisors. In so far as the information contained in this Document includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this E-Auction Process Information Document, the Bidder shall be deemed to have acknowledged that it has not relied upon and acted solely on the information provided herein by the Liquidator.

This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this Document, without prior written approval from the Liquidator. Distributing or taking/ ending/ dispatching/ transmitting this Document in certain foreign jurisdictions may be restricted by law and Persons in whose possession this Document 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,

special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the Bidder not being selected as a Successful Bidder.

The Liquidator gives no undertaking to provide the recipient with access to any additional information or to update this Document or any additional information, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any auction Bidder(s).

Neither the Liquidator, nor the IPE (RRR Insolvency Service Experts LLP), its / his Partners, his colleagues, advisors, agents, employees, representatives, affiliates, shall be liable for any damages, whether direct or indirect, including loss of revenue or realization from the Assets under Sale or profits that may arise from or in connection with the acquisition of the Sale of the Assets by the Successful Bidder pursuant to this E-Auction Process Information Document, including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.

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

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

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

The Sale of the Assets is proposed to be done on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis and the proposed Sale of the Assets does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the properties or any other Assets under Sale.

The Bidder(s) shall bear all its costs and charges associated with or relating to the preparation and submission of its Bid including but not limited to physical and electronic preparation, copying, postage,

delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its Bid.

This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the prospective Bidders or any other person. The objective of this E- Auction Process Information Document is to provide prospective Bidders with information that may be useful to them in making their Bid. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.

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

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

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

It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient unconditionally accepts the terms of this Disclaimer, which form an integral part of this E- Auction Process Information Document.

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1. KEY DEFINITIONS

- 1.1 **“Adjudicating Authority”** or Hon’ble **“NCLT”** shall mean the National Company Law Tribunal, Bench-II, New Delhi;
- 1.2 **“Affidavit and Undertaking”** shall mean the affidavit and undertaking provided by the Bidder substantially in form and manner as annexed in **Annexure I** hereto;
- 1.3 **“Applicable Law(s)”** shall mean, any or all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, read with the Rules made thereunder, Income Tax Act, 1961, the Goods and Services Tax Act, 2017, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;
- 1.4 **“Assets under Sale”** shall mean and include assets of the Corporate Debtor forming part of the Liquidation Estate as more particularly described under clause 3 of this process document.
- 1.5 **“Bid”** shall mean, any bid or offer along with other documents, submitted by the Bidder(s) as required in terms of the Public Advertisement and E- Auction Process Information Document issued by the Liquidator and in accordance with the provisions of IBC read together with the Liquidation Regulations as amended from time to time and the Applicable Law(s);
- 1.6 **“Bidder(s)”** shall mean a Person or Persons as the case may be, who submits an Expression of Interest alongwith the Annexures I to V as per the E-Auction Process Information Document as well as payment of a refundable deposit of Rs.50,000/- by online remittance to the credit of the bank account of the Company as per the details provided under clause 10; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires at a later stage of the process;
- 1.7 **“Bid Application Form”** shall mean the form as specified in **Annexure II** of this E-Auction Process Information Document;
- 1.8 **“Bid Increment Amount”** shall mean the minimum amount over and above the last highest bid amount by which any participating Qualified Bidder will be required to increase its next bid on the auction portal;
- 1.9 **“Bid Declaration Form”** shall mean a declaration by the Bidders in form as specified in **Annexure III** of this E-Auction Process Information Document;
- 1.10 **“Company”** or the **“Corporate Debtor”** or **“the CD”** shall mean SVPGDPL, a company incorporated in India under the Companies Act 1956, bearing CIN: U74140DL2011PTC219442 and having its registered office at 504, Kusal Bazar, Nehru Place, New Delhi – 110019;

- 1.11 **“Confidential Information”** shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Company to any bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include (without limitation) the following types of information of a similar nature: any commercial and / or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information which the Company identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Liquidator or his representatives pursuant to the liquidation process and/or the Confidentiality Undertaking;
- 1.12 **“Confidentiality Undertaking”** shall mean an undertaking as specified in **Annexure V** herewith;
- 1.13 **“Data Room”** shall mean the virtual data room maintained by the Liquidator, created for the Bidders to access information in relation to the Company;
- 1.14 **“E-Auction Process”/“E-Auction”** shall mean the electronic auction process for Sale of the Assets conducted in accordance with the provisions of IBC, Liquidation Regulations, Applicable Law(s) and this E- Auction Process Information Document inviting Bid from the Bidders;
- 1.15 **“E-Auction Process Information Document”** or **“Document”** means this document including all the annexures, formats hereto for the purposes of setting out the process for submission of a bid and selection of Successful Bidder in accordance with the provisions of the IBC, the Liquidation Regulations, and shall include all supplements, modifications, amendments, addendums, alterations or clarifications thereto issued in accordance with the terms hereof;
- 1.16 **“EMD”** or **“Earnest Money Deposit”** shall have the meaning ascribed to the term in Clause 11 of this E- Auction Process Information Document;
- 1.17 **“EOI”** or **“Expression of Interest”** shall mean an intimation from the Bidder(s) to the Liquidator specifying their interest to participate in the E-Auction process;
- 1.18 **“Eligibility Criteria”** shall mean the legal criteria as specified in the Clause 4 of this E- Auction Process Information Document;
- 1.19 **“IBC”/ “Code”** shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time;
- 1.20 **“Auction”** shall mean the process being followed in the instant E-Auction for the sale of all the assets forming part of the Liquidation Estate of the Corporate Debtor under the provisions of the Insolvency and Bankruptcy Code, 2016 read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.
- 1.21 **“Land”** shall mean the land having area of 4.095 acres owned by Mr. Sabbineni Babu Surendra, promoter/guarantor of the corporate debtor and mortgaged with the secured financial creditor, Punjab National Bank (PNB), over which the building and plant and machinery of the corporate debtor are located, situated at Block no. 47 to 50, Revenue Survey No. 27/1/ A to D of village Tena, Internal Road, Taluka-Olpad, Dist. Surat, Gujarat-395005;
- 1.22 **“LOI”** shall mean the letter of intent issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the Sale of the Assets, including the balance sale payment by

Successful Bidder as per the provisions of IBC and the Liquidation Regulations;

- 1.23 **“Liquidation Process Regulations”/ “Liquidation Regulations”** means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 as amended from time to time;
- 1.24 **“Liquidation Estate”** means, an estate of the assets in relation to the corporate debtor formed by the liquidator under Section 36(3) of the IBC;
- 1.25 **“Liquidator”** shall mean an insolvency professional appointed as the liquidator of the Company in accordance with section 34 of the IBC;
- 1.26 **“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;
- 1.27 **“Public Advertisement”** or **“Public Announcement”** shall mean an announcement dated 25.07.2022 in newspaper(s) viz. Financial Express (English) All India Edition an inviting an Expression of Interest from the Bidders, who shall submit their Bid to participate in the liquidation process of the Company in accordance with the provisions of IBC and Liquidation Process Regulations;
- 1.28 **“Qualified Bidder(s)”** shall mean a Bidder who has duly submitted the Annexures I, II, III, IV, V to the satisfaction of the Liquidator along with the requisite Earnest Money Deposit and Format A/B (as applicable) to the Liquidator and who fulfills the Eligibility Criteria listed out in the E-Auction Process Information Document;
- 1.29 **“Representatives”** shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorized by such Person pursuant to corporate authorizations, powers of attorney, or contract;
- 1.30 **“Reserve Price”** shall mean the minimum price fixed in accordance with the Liquidation Process Regulations, and which a Qualified Bidder would have to match or bid in excess, to become eligible for being considered as a Successful Bidder;
- 1.31 **“Sale of the Assets”** shall mean, Sale of the Assets as specified in this E- Auction Process Information Document, in accordance with the provisions of the Code, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016;
- 1.32 **“Site”** shall mean the location of the immovable and moveable properties located at Survey No.27/1/A/B/C and D of village Tena, Taluka-Olpad, Dist. Surat, Gujarat;
- 1.33 **“Site Visit”** shall mean a visit to the Site; and
- 1.34 **“Successful Bidder”** means, the Qualified Bidder whose Bid is approved and who is declared successful by the Liquidator after the auction;

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

2. INFORMATION MUST BE READ BEFORE SUBMISSION OF BID

- 2.1 This E-Auction Process Information Document has been issued for the purpose of carrying out E-Auction (“**E-Auction**”) for Sale of the Assets in accordance with the provisions of IBC and Liquidation Regulations.
- 2.2 All information provided in this E-Auction Process Information Document should be read together with the provisions of the IBC and the Liquidation Regulations. In the event of a conflict between this E-Auction Process Information Document and the IBC or the Liquidation Regulations, the provisions of the IBC or the Liquidation Regulations.
- 2.3 The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or electronically or any other form by or on behalf of the Liquidator on the terms and conditions as set out in this E-Auction Process Information Document, are final and binding on the participants.
- 2.4 The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this E-Auction Process Information Document or, any action taken or omitted to be taken pursuant to this E-Auction Process Information Document. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document. Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion without obligation to notify any Person of such revision or changes.
- 2.5 The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a bidder or to appoint the preferred Bidder as Successful Bidder for acquisition of the Company and the Liquidator reserve the right to reject all or any of the Bidders or their Bid(s) without assigning any reason whatsoever, for the assets forming part of the Liquidation Estate.
- 2.6 Each Bidder(s) shall bear all its costs and charges associated with or relating to the preparation and submission of its bid and/ or participation in the E-Auction, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations or any other costs incurred in connection with or relating to its Bid.
- 2.7 Linkstar Infosys Private Limited situated at 9-C, Vardan Complex, Near Vimal House, Lakhudi Circle, Navrangpura, Ahmedabad (“E-Auction Service Provider”) has been appointed as the E-Auction Service Provider. The Sale of the Assets shall be undertaken by the E-Auction Service Provider for and on behalf of the Liquidator through an E-auction platform provided on the website portal of the E-Auction Service Provider. Other details with respect to the E-auction are as follows:

(Table 1)

Particulars	Description
Type of Bid	E-Auction (online only)
Seller	Mr. Nilesh Sharma (as Liquidator for Siddhi Vinayak Power Generation & Distributors Private Limited)

Website of E-Auction service provider and Liquidator	Website of E-Auction Service Provider: http://www.eauctions.co.in Website of IPE of which the Liquidator is a partner: www.rrrinsolvency.com	
Service Provider	Linkstar Infosys Pvt Ltd	
Special Instructions	Please note that this bidding is a serious matter and last-minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders including any delay, network issue, late punching of the bid or other lapses of any nature.	
Date of E-Auction	16.08.2022.	
Auction Commencement & time	Block No.	Timings of E-Auction
	A (Building)	16.08.2022 - 3:30 PM – 5:30 PM
	B (Plant and Machinery)	16.08.2022 - 1:15 PM – 3:15 PM
	C (Financial Assets)	16.08.2022 - 1:15 PM – 3:15 PM
	D (A+B+C)	16.08.2022 -11:00 AM – 01:00 PM
	<i>The sale of Blocks A, B and C individually will be undertaken only if sale of Block D does not succeed. Further, sale of Block A individually shall be undertaken only if sale of Block B succeeds.</i>	
Auction Closure date	16.08.2022 unless extended in terms of this Process Information Document.	
Reserve Price	Block No.	Reserve Price (In Rs.)
	A (Building)	19,72,955/-
	B (Plant and Machinery)	8,32,03,807/-
	C (Financial Assets)	11,99,055/-
	D (A+B+C)	8,63,75,818/-
Refundable Earnest Money Deposit (EMD) by way of Demand Draft /Online Transfer/ Bank Guarantee from a Scheduled Bank	Block No.	EMD Amount (In Rs.)
	A (Building)	1,97,295/-
	B (Plant and Machinery)	83,20,380/-
	C (Financial Assets)	1,19,905/-
	D (A+B+C)	86,37,581/-
Minimum Bid Increment Amount:	The bidders can increase their bid by a minimum incremental amount specified in respect of each block of assets. 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.	
Formats/Annexures	<p>Format A: Format of the bank guarantee for submission of EMD by the Bidder</p> <p>Format B: Format for letter for submission of EMD by Associate/Associate Company (where applicable)</p> <p>Annexure I: Affidavit and Undertaking</p> <p>Annexure II: Bid Application Form (to be duly filled in and signed and stamped by the bidder and uploaded)</p> <p>Annexure III: Bid Declaration Form (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid Application</p>	

	Form) Annexure IV: Technical Terms and Conditions of E-Auction Annexure V: Confidentiality Undertaking Annexure VI: Description of the assets, properties etc. owned by the Corporate Debtor
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- 2.8 The Annexures and Formats to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures and Formats appended hereto.
- 2.9 This E-Auction Process Information Document is neither transferable nor assignable.
- 2.10 The supporting documents and information in relation to the Assets under Sale as available with the Liquidator shall be made available to Qualified Bidder(s) on request to the Liquidator through Data Room maintained at the link: <https://www.eauctions.co.in> by contacting Mr. Dixit Prajapati at Email id- admin@eauctions.co.in, Mobile No.: +91 7874138237 or the Liquidator's team at svinayakliquidation@gmail.com. Nothing contained in this E- Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, Liquidation Regulations, any other law in force, and/ or any instrument having the force of law, as may be applicable to them.
- 2.11 The Bidders shall inform themselves and shall observe and comply with, any and all applicable legal requirements.
- 2.12 The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC, 2016 (Code), 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 Regulations.
- 2.13 The laws of the Republic of India are applicable to this E-Auction Process Information Document.

3. INTRODUCTION OF THE CORPORATE DEBTOR AND ASSETS UNDER SALE

- 3.1 SVPGDPL, a private limited company was incorporated on 19.05.2011. It is classified as Non-Govt company and is registered with Registrar of Companies, Delhi bearing CIN-U74140DL2011PTC219442. The Company has registered office located at 504, Kusal Bazar, Nehru Place, New Delhi – 110019, which is not owned by the company.
- 3.2 The authorized share capital of SVPGDPL is Rs.2,00,00,000/- (Rupees Two Crores Only) and paid-up capital is Rs.23,33,650/- (Rupees Twenty-Three Lakhs Thirty-Three Thousand Six Hundred and Fifty Only). The last Directors of the company were Sabbineni Babu Surendra and Harihara Rao Garapati.
- 3.3 The Company has assets consisting of building and plant and machinery and other assets located at Survey No.27/1/A/B/C and D of village Tena, Taluka-Olpad, Dist. Surat, Gujarat. The land over which the building and plant and machinery of the Company are situated is not owned by the Company. The said land is owned by the promoter of the Company and was given on lease to the Company. The said lease has expired on 31.12.2021. The said Land is mortgaged by the promoter of

the Company in favour of Punjab National Bank as security for the term loan of the Company.

- 3.4 In pursuance of the application filed under section 10 of the Insolvency and Bankruptcy Code, 2016 by M/s Siddhi Vinayak Power Generation & Distributors Private Limited (SVPGDPL), the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi was pleased to admit the insolvency application and initiate Corporate Insolvency Resolution Process (CIRP) of SVPGDPL and appointed Mr. Vijay Pitambar Lulla as Interim Resolution Professional vide its order dated 18.05.2018. Mr. Vijay Pitambar Lulla was later confirmed as Resolution Professional (RP) but was subsequently replaced by Mr. Shiv Nandan Sharma.
- 3.5 Due to the expiry of CIRP period on 26.09.2019, an application was filed by the RP under section 33(1)(a) of the Code and an order dated 19.07.2019 for liquidation of the Company was passed by Hon'ble NCLT appointing Mr. Nilesh Sharma as Liquidator of the Company. The liquidation process for the Company was initiated under the provisions of the IBC and the Liquidation Process Regulations by the said order of the Hon'ble NCLT with effect from 14.08.2019 i.e. the date of receipt of the liquidation order by the Liquidator.
- 3.6 The Liquidator filed an application under Section 60(5) of the Code read with Regulation 44 of the Liquidation Process Regulations before Hon'ble NCLT seeking exclusion of the period lost due to lockdown, from computation of liquidation period i.e., the period of lockdown imposed by the Central Government in the wake of Covid-19 outbreak as provided under Regulation 47A of the Liquidation Process Regulations. The Liquidator also sought extension of the Liquidation Process period by one year due to delay caused by non-receipt of decision of relinquishment of security interest by the secured creditor and an extension of one year was granted by the Hon'ble NCLT, vide order dated 05.08.2021 which was received on 09.08.2021, according to which the last date for the completion of liquidation proceedings of the SVPGDPL is 06.01.2023.
- 3.7 The Liquidator considered selling the Corporate Debtor as a going concern in accordance with Regulation 32A and 33 of the Liquidation Process Regulations; however, the same was not possible as no business was being carried on for the last six years by the CD. As such, the sale of the CD as a going concern or sale of its business as a going concern is not feasible under sub-Regulation (e) and (f) of Regulation 32 of Liquidation Process Regulations.
- 3.8 The Liquidator proposed and the secured creditor of the company, PNB had agreed to a joint sale of the Land over which Building and Plant of the CD is located simultaneously with the Building and Plant & Machinery of the CD as the same would have significantly improved the realisable value of all these assets. However, with the initiation of the insolvency resolution process and consequential interim moratorium commenced with effect from the order dated 23.03.2022 passed by the Hon'ble NCLT, Cuttack Bench in CP (IB) No. 19/CB /2022 against the promoter namely Surendra Sabbineni under section 95(1) of the IBC, it was not possible for PNB to proceed with its action under SARFAESI Act, 2002 for sale of the Land. . Consequently, the joint sale could not take place, and the Liquidator in consultation with the Stakeholders Consultation Committee, has proceeded with the sale of assets included in the Liquidation Estate formed under Section 36 of the IBC.
- 3.9 As per Regulation 32 of the Liquidation Process Regulations, the Liquidator may sell-
 - (a) *an asset of the Company on standalone basis;*
 - (b) *the assets of a Company through a slump sale;*

- (c) a set of Assets collectively;
- (d) the Assets in parcel;
- (e) the Company as a going concern; or
- (f) the business(s) of the Company as a going concern.

Provided that where an asset is subject to security interest, it shall not be sold under any of the clauses (a) to (f) unless the security interest therein has been relinquished to the liquidation estate.

3.10 The Liquidator in consultation with the Stakeholders Consultation Committee has decided to sell the Assets of the Company under Regulation 32 (a) to (d) in the manner described under clause 3.11.

3.11 The Liquidator has proposed to sell the Assets forming part of the Liquidation Estate formed under IBC and the Liquidation Process Regulations. Accordingly, the sale is proposed in the following manner:

Block No.	Asset	Description
A	Building	Construction and Civil Structures including the Plant and Non-plant Buildings of permanent character situated at Block no. 47 to 50, Revenue Survey No. 27/1/ A to D, Village Tena, Taluka Oplad, Surat, Gujarat-395005
B	Plant & Machinery, Office Equipment's, Furniture & Fixture	17.46 MW gas-based power plant, Two Gas Generators, Gas Compressors Fire Fighting Equipment's, Power Backup equipment's, Cooling Towers and circulating water systems, Overhead lines, Switchgears, and Transformer amongst others
C	Securities or Financial Assets	Loans and Advances, Trade Receivables and Other Current Assets.
D	All the assets included in Block A,B,C above	

The sale of Blocks A, B and C individually will be undertaken only if sale of Block D does not succeed. Further, sale of Block A individually shall be undertaken only if sale of Block B succeeds.

3.12 It is the endeavor of the Liquidator to conduct the Sale of the Assets maximizing their value in accordance with the provisions of IBC and the Liquidation Process Regulations through E- Auction, read with any other Applicable Law(s) in the manner specified in this E-Auction Process Information Document.

3.13 The E-Auction would be conducted in the manner specified in the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications issued pursuant to or under IBC or the Liquidation Process Regulations, as the case may be, and in the manner as specified in this E-Auction Process Information Document.

3.14 The Bidders are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations, and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the above stated laws, as the case maybe.

4. ELIGIBILITY

A Prospective Bidder shall become eligible to submit a Bid in relation to the Sale of the Assets if it meets the Legal Criteria as set out below. The interested bidders shall become qualified once they provide the supporting documents to the satisfaction of the Liquidator that they have complied with the legal criteria.

Legal Criteria:

Proviso to Section 35 (1) (f) of the IBC provides that the Liquidator shall not sell the Assets under Sale to any person who is not eligible to be a resolution applicant. Section 29A of IBC defines the persons not eligible to be resolution applicant. Section 29A of the IBC is reproduced as below for reference purpose:

“Sec 29A: Persons not eligible to be resolution applicant:

A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person-

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

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

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

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

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

- d) has been convicted for any offence punishable with imprisonment—*

- (i) *for two years or more under any Act specified under the Twelfth Schedule; or*
- (ii) *for seven years or more under any law for the time being in force:*

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

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

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

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

- i. any person who is the promoter or in the management or control of the resolution applicant; or*
- ii. any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or*
- iii. the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and(ii)*

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

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

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

- (a) a scheduled bank;*
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;*
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);*
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) such categories of persons as may be notified by the Central Government”.*

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

5.1 The Bidder would need to submit the following forms, documents and authorizations for participation in the E-Auction process by the Bidder(s) within the timelines prescribed in this E-Auction Process Information Document:

5.1.1 Ownership structure and composition of the Bidder, Proof of Identification, Current Address- Proof, PAN card, valid e-mail ID, Landline and mobile phone number etc.

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

5.1.3 The Bidders must submit the Affidavit and Undertaking and Confidentiality Undertaking (through Authorized Signatory, in case the bidder is a legal entity). The formats for the Affidavit and Undertaking are attached vide **Annexure I** and the format for the Confidentiality Undertaking is

attached vide **Annexure V**.

- 5.1.4 The Bidder will also need to submit the duly filled, signed and stamped Bid Application Form attached vide **Annexure II** and duly filled, signed and stamped Bid Declaration Form by Bidders attached vide **Annexure III and** duly, signed and stamped Technical Terms and conditions of E-Auction Sale vide **Annexure IV**
- 5.2 Please note that only the Bidder(s) who duly submit the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking as stated in Clause 5.1.1 to 5.1.4 will gain access to Data Room consisting of the documents, and information in relation to the Corporate Debtor.

6. MODE OF SALE : E- AUCTION PROCESS

- 6.1 The sale is proposed to be made via E-Auction under Regulation 33 of the Liquidation Process Regulations.
- 6.2 The Liquidator will provide User ID & Password after due verification of requisite documents submitted by the interested Bidders as stated herein to the satisfaction of the Liquidator.
- 6.3 The E-Auction / bidding of the Assets would be conducted exactly on the Scheduled Date & Time as mentioned in this Document by way of inter-se bidding amongst the Bidders with unlimited extensions of five minutes each. The Bidders can increase their Bid by a minimum incremental amount. 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 by 5 minutes.
- 6.4 The Block D shall be auctioned first. In case the E-Auction of the block D is extended beyond the scheduled time, the subsequent auctions of Block B, C and A shall be cancelled . The Liquidator shall have sole discretion to announce any such cancellation.
- 6.5 The EMD of unsuccessful bidders shall be refunded within 7 working days from the date of Auction. The EMD shall not bear any interest.
- 6.6 In case of the Successful Bidder, the EMD (in the form of a Demand Draft) shall be treated as part of the advance amount payable by such Successful Bidder. The EMD shall not bear any interest.
- 6.7 The Liquidator will intimate the Successful Bidder(s), detailing the total payable amount towards the sale consideration and other terms and conditions. The Successful Bidder would have to pay 25% of the sale consideration amount as adjusted with the EMD already paid, within time stipulated in this Document. Any default in payment of 25% of the sale consideration amount as adjusted with the EMD by the Successful Bidder would entail forfeiture of EMD already deposited and the process of re-auction shall commence and the defaulting bidder shall have no claim / right in respect of property / amount, whatsoever.
- 6.8 The Successful Bidder shall bear and pay 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., if any, to the concerned authorities.

- 6.9 The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
- 6.10 The Sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) only and will not be issued in any other name(s) for the Assets.
- 6.11 The Sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, Liquidation Process Regulations, and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations.
- 6.12 The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

7. DUE DILIGENCE/DATA ROOM/CLARIFICATIONS

- 7.1 The Liquidator shall endeavor to provide necessary assistance, facilitating the due diligence by the Bidders. The information and documents shall be provided by the Liquidator in good faith.
- 7.2 The Liquidator proposes Sale of the Assets as mentioned in table 3 in accordance with the provisions of IBC and Liquidation Process Regulations on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale as specified above does not entail transfer of any title, except the title which the corporate debtor has on the assets as on date of the transfer. All local taxes / maintenance fee / electricity / water charges/ annual lease rentals / unearned income in case of leasehold assets, etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the Bidder and would be borne by the Successful Bidder.

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

7.3 Clarifications:

- 7.3.1 While the data/ information provided in this E-Auction Process Information Document and the Data Room, has been prepared and provided in good faith, the Liquidator and their Representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by such act or omission.
- 7.3.2 It is further clarified that the data/information provided in the Data Room has been prepared based on books of accounts, financial statements, valuation report, and discussions and representations by the erstwhile directors and key managerial personnel of the corporate debtor. Reasonable care has been taken in compiling various data and information, however the Liquidator along his partners, colleagues, advisors, consultants, representatives, make no representation or warranties, express or

implied, as to the quality, quantity, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the DataRoom.

- 7.3.3 Any clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this E -Auction Process Information Document. No request for modifications of the clarifications shall be entertained, however, the Liquidator, may, in a fit case and as per his discretion, issue modification to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as a part of this E-Auction Process Information Document.
- 7.3.4 A Bidder requiring any clarification on this E- Auction Process Information Document, Liquidation Process, or on the corporate debtor shall email such request for clarification to svinayakliquidation@gmail.com with a copy to nilesh.sharma@rrinsolvency.com.
- 7.3.5 The Liquidator reserves the right not to respond to any query or provide any clarification, at his sole discretion, and no extension of time and date referred to in this E-Auction Process Information Document shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

8. SITE VISIT

- 8.1 The Bidder is expected to make its own arrangements including accommodation for the Site Visit (s), if any, proposed to be undertaken by such Qualified Bidder. All costs and expenses incurred in relation to Site Visits shall be borne by the Qualified Bidder.
- 8.2 During Site Visit (s), the Bidder(s) may carry out its own comprehensive due diligence in respect of the assets of the corporate debtor. Bidder(s) shall be deemed to have full knowledge of the condition of the corporate debtor, its assets, relevant documents, information etc, whether or not the Bidder actually inspects or participates in the Site Visit or verifies the documents provided by the Liquidator. During the Site Visit, a Qualified Bidder shall not:
- (i) take any photographs of the Site or take any documents back with it; or
 - (ii) initiate any discussion regarding the Liquidation Process, with the personnel at Site.
- 8.3 The Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred in carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the Bid.
- 8.4 Any delay in completion of the Site Visit by the Bidder, shall not entitle the Bidder to any extension in the timelines, including the timeline for completion of such Site Visit or submission of the Bid, by or before the last date for submission of the Bid.

9. RESERVE PRICE

- 9.1 Block-wise **Reserve Prices have been determined** on the basis of the average of realization values

as per valuation reports given by the two IBBI registered valuers appointed under Regulation 35 of the Liquidation Process Regulations.

- 9.2 The Liquidator has proposed to sell the Assets forming part of the Liquidation Estate formed by liquidator under IBC and the Liquidation Process Regulations. Accordingly, the sale is proposed in the following manner:

(Table 3)

Block No.	Asset	Description	Reserve Price (INR)	EMD (INR)	Bid Incremental Value (INR)	Timings of E-Auction
A	Building	Construction and Civil Structures including the Plant and Non-plant Buildings of permanent character situated at Block no. 47 to 50, Revenue Survey No. 27/1/ A to D, Village Tena, Taluka Oplad, Surat, Gujarat-395005	19,72,955/-	1,97,295/-	1,00,000	3:30 PM – 5:30 PM
B	Plant & Machinery, Office Equipment's, Furniture & Fixture	17.46 MW gas-based power plant, Two Gas Generators, Gas Compressors Fire Fighting Equipment's, Power Backup equipment's, Cooling Towers and circulating water systems, Overhead lines, Switchgears, and Transformer amongst others	8,32,03,807/-	83,20,380/-	10,00,000/-	1:15 PM – 3:15 PM
C	Securities or Financial Assets	Loans and Advances, Trade Receivables and Other Current Assets.	11,99,055/-	1,19,905/-	50,000/-	1:15 PM – 3:15 PM
D	All the assets included in Block A,B,C above		8,63,75,818/-	86,37,581/-	10,00,000/-	11:00 AM – 01:00 PM

The sale of Blocks A, B and C individually will be undertaken only if sale of Block D does not succeed. Further, sale of Block A individually shall be undertaken only if sale of Block B succeeds.

- 9.3 The Liquidator reserves the right to reject all or any of the Bidders or their Bid(s) without assigning any reason whatsoever, for the assets forming part of the Liquidation Estate. The successful bidder shall deposit 25% of the sale price, adjusting the EMD already paid, within 24 hours after the acceptance of the Bid-price by the Liquidator.
- 9.4 The Successful Bidder agrees that, it shall be bound to pay the balance sale consideration for consummation of Sale of the Assets within the time frame/s stipulated in this Process Document. It is clarified that any necessary approvals, consents, reliefs that may be required to be obtained by the Successful Bidder with respect to Sale of the Assets as contemplated in this E-Auction Process Information Document have to be obtained by the Successful Bidder without any deviation from the time frame for payment of balance sale consideration as stipulated under this Process Document. Any failure to obtain such necessary approvals, consents, reliefs that may be required by the Successful Bidder in respect of the Sale of the Assets shall not affect the E-Auction Process or Sale of the Assets as contemplated under this E-Auction Process Information Document. On payment of the full amount, the Sale of the Assets shall stand completed and the Liquidator shall execute a certificate of sale or sale deed or such other document to consummate the sale transaction as may be

required under the applicable laws.

- 9.5 The Liquidator reserves the right to alter, modify, cancel or relax any of the terms and conditions mentioned in this E-Auction Process Information Document in the interest of the liquidation process of the corporate debtor including cancellation of the E-Auction Process at any point of time. Any such alteration, modification, cancellation or relaxation of E-Auction Process shall be binding on the Bidder.
- 9.6 The access to the details of the Assets/ Data Room will be provided only to Qualified Bidder, subject to submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by such Qualified Bidder as stated in Clause 7 above.

10. KEY TIMELINES

The following timetable shall apply to the E-Auction Process. The timetable may be amended by the Liquidator through issuance of an addendum to the E-Auction Process Information Document:

(Table 2)

S. No.	Event	Timeline (days)								
1.	Public Announcement of E-Auction	25.07.2022								
2.	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	25.07.2022								
3.	Submission of Bid Forms (Including of Annexures I, II, III, IV and V) / EOIs including KYC documents to establish fulfilment of Eligibility Criteria and VDR Access on payment of a refundable amount of Rs.50,000/-	From 25.07.2022 to 09.08.2022								
4.	Due Diligence	From 25.07.2022 to 09.08.2022								
5.	Site Visits and Discussion Meetings	From 25.07.2022 to 09.08.2022								
6.	EMD submission	From 25.07.2022 to 09.08.2022								
7.	Last Date for Submission of Bid Forms (Including Annexures I, II, III, IV and V) / EOIs including KYC, documents to establish fulfilment of Eligibility Criteria, VDR Access on payment of the refundable portion of Rs.50,000/- and EMD.	09.08.2022								
8.	E – Auction Date and Time	16.08.2022 <table border="1"> <thead> <tr> <th>Block No.</th> <th>Timings of E-Auction</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>16.08.2022- 3:30 PM – 5:30 PM</td> </tr> <tr> <td>B</td> <td>16.08.2022 - 1:15 PM – 3:15 PM</td> </tr> <tr> <td>C</td> <td>16.08.2022 - 1:15 PM – 3:15 PM</td> </tr> </tbody> </table>	Block No.	Timings of E-Auction	A	16.08.2022- 3:30 PM – 5:30 PM	B	16.08.2022 - 1:15 PM – 3:15 PM	C	16.08.2022 - 1:15 PM – 3:15 PM
Block No.	Timings of E-Auction									
A	16.08.2022- 3:30 PM – 5:30 PM									
B	16.08.2022 - 1:15 PM – 3:15 PM									
C	16.08.2022 - 1:15 PM – 3:15 PM									

		D	16.08.2022 -11:00 AM – 01:00 PM
9.	Announcement of Successful Bidder	16.08.2022	
10.	Issuance of Letter of Intent to Successful bidder	16.08.2022	
11.	Unconditional Acceptance of the Letter of Intent (LOI) by the Successful Bidder	17.08.2022	
12.	Payment up to 25% of total sale consideration by successful bidder	17.08.2022	
13.	Return of EMD to unsuccessful bidders [<i>the Earnest Money Deposit without interest shall be returned to unsuccessful Qualified Bidder(s) within 7 (seven) days of the date of closure of the E-Auction process or cancellation of the E-Auction process, except that the Liquidator may retain the Earnest Money Deposit of the next highest Qualified Bidder for up to 45 (Forty five) days from the date of conclusion of the E-Auction (where a Successful Bidder has been identified) in order to consider that bid (at the discretion of the liquidator) in the event the original Successful Bidder is disqualified or fails to adhere to the terms of the LOI.]</i>	24.08.2022	
14.	Payment of balance consideration including GST/applicable taxes by successful bidder	For the Sale of the Assets of the Corporate Debtor, the payment made after 30 days from the date of demand shall attract 12% interest and the sale shall stand cancelled if the payment is not received within 90 days from the date of demand.	

Notes:

1. In case the final sale consideration is not paid within the specified timeline of 90 days from the date of demand, the sale shall stand cancelled and amount already paid shall stand forfeited.
2. The Liquidator reserves the right to amend the key terms of the auction process including Reserve Price, Earnest Money Deposit, Bid Increment Amount and timelines, to the extent permissible under the applicable laws and regulations with respect to the Assets. Any information about amendments /extension of any of the timelines will be available on the E-auction website and communicated to the Qualified Bidders.
3. Access to Data Room, documentation, additional information and Site Visits will be granted only once the Bidder submits the requisite forms/Annexures mentioned in this Process Information Document i.e., Annexures I, II, III, IV, V to the satisfaction of the Liquidator along-with a payment of a refundable deposit of Rs. 50,000/- by online remittance to the credit of the bank account of the

Company as per the details given below:

Account Number	920020020897034
Guarantee Beneficiary Name	Siddhi Vinayak Power Generation & Distributors Private Limited (in Liquidation)
Bank Name	Axis Bank
Branch Address	Defence Colony, New Delhi
IFSC Code	UTIB0000357

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

11. EARNEST MONEY DEPOSIT

- 11.1 All the Bidders shall provide by 09.08.2022, the amount of EMD as specified in this Process Document, after adjustment of the amount of refundable deposit, as interest free earnest money deposit (“**EMD**”/ “**Earnest Money Deposit**”) either by online remittance to the credit of the bank account of the corporate debtor as per the details given below or by way of a demand draft or a bank guarantee issued by any scheduled commercial bank in India (“**Bank**”) in favour of:

Account Number	920020020897034
Guarantee Beneficiary Name	Siddhi Vinayak Power Generation & Distributors Private Limited (in Liquidation)
Bank Name	Axis Bank
Branch Address	Defence Colony, New Delhi
IFSC Code	UTIB0000357

- 11.2 It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the EMD through its Associate or Associate Company. Such payment of the EMD by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in **Format B** (Earnest Money Deposit by an Associate / Associate Company). Such an Associate or Associate Company must also be a Qualified Bidder as per the requirements specified in this E-Auction Process Information Document. Interested Bidders may request the Liquidator in writing to permit them to submit the Earnest Money Deposit through its Associate Company. Such request should be made at least six (6) days prior to E-Auction date along with detailed information about the Associate Company, its relationship with the interested Bidder and an unconditional undertaking (and affidavit) to confirm it is not ineligible pursuant to Section 29A of IBC.

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

- 11.3 Where the Earnest Money Deposit is provided by way of a Bank Guarantee, such Bank Guarantee

shall be valid from the date of issuance for a period of not less than 90 (ninety) days with a claim period of 1 (one) year.

- 11.4 The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder(s) from one bank account only (held in the name of such Bidder or its Associate or Associate Company).
- 11.5 Bidders shall preserve the remittance challan and shall produce the same in front of the Liquidator as and when demanded.
- 11.6 All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at svinayakliquidation@gmail.com with a copy to nilesh.sharma@rrinsolvency.com.
- 11.7 The process under 11.1 to 11.6 aforesaid shall also be applicable to payment of the balance sale consideration in respect of the Sale of the Assets except that for such payment bank guarantee shall not be accepted

12. SET-OFF OF EMD OF THE SUCCESSFUL BIDDER AND RETURN OF THE EMD

- 12.1 Unless expressly indicated by the Bidder, the EMD shall be set-off against or used as part of the consideration that the Successful Bidder proposes to offer as a sale consideration of the Company.
- 12.2 Subject to the first proviso below, the Earnest Money Deposit without interest shall be returned to unsuccessful Qualified Bidder(s) within 7 (seven) days of the date of closure of the E-Auction process or cancellation of the E-Auction process.

Provided that, in the event the Liquidator proposes to cancel the E-Auction process on the scheduled date or decides to not accept any of the bids submitted during the E-Auction process, and in both the instances, proposes to follow up the same with another E-Auction process, then if a Qualified Bidder indicates in writing its desire to receive refund of its Earnest Money Deposit, then the Earnest Money Deposit shall be returned to the Qualified Bidder, within 7 (seven) days of giving notice requesting for the return of the Earnest Money Deposit.

Provided further that, failure to participate in a round of E-Auction or requesting refund of the Earnest Money Deposit shall not debar a Qualified Bidder from participating in any subsequent round(s) of E-Auction.

- 12.3 For Successful Bidders, an email confirmation will be given for being Successful Bidder on the same day of the E-Auction after the completion of E-Auction.

13. INVOCATION OF BANK GUARANTEE/ FORFEITURE OF EARNEST MONEY DEPOSIT

- 13.1 The Earnest Money Deposit paid by bank transfer or demand draft may be forfeited, or in the case of a Bank Guarantee, it may be invoked, at any time, upon the occurrence of any of the following events:

- a. if any of the conditions under this E-Auction Process Information Document are breached by the Qualified Bidder or in case the Qualified Bidder is found to have made any misrepresentation including misrepresentation as regards eligibility under Section 29A of the IBC; or
 - b. if the Qualified Bidder or any person acting jointly or in concert with such Qualified Bidder is found to be ineligible to submit a 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 Successful Bidder does not accept the Letter of Intent issued by the Liquidator within the period and in the manner specified.
 - d. if the Successful bidder fails to pay the balance sale consideration (plus any applicable GST, if any, on 100% of the bid sum) before the expiry of the period for payment of the same for reasons other than specified in Clause 7 of this E-Auction Process Information Document.
- 13.2 The decision of the Liquidator shall be final and binding on the prospective bidders.

14. DECLARATION OF SUCCESSFUL BIDDER

- 14.1 The Liquidator shall determine (which discretion shall not be used arbitrarily), and declare on the same day of the E-Auction, the Successful Bidder(s). Determination of the Successful Bidder(s) shall be done on the basis of highest bid received for the E-Auction, unless the Liquidator determines, (with reasons to be recorded) acting reasonably determines, that the highest bidder shall not be identified as the Successful Bidder. It is clarified that, if the highest bid received is lesser than the Reserve Price determined and fixed by the Liquidator for the particular round of E-Auction, such round of E-Auction shall be deemed to be unsuccessful and the Qualified Bidder who has submitted the highest bid shall not have any right to be identified as the Successful Bidder merely because its bid was the highest or was in excess of the Reserve Price.
- 14.2 The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e-Auction or withdraw the Sale of the Assets from the E-Auction proceedings at any stage without assigning any reason there for. The same shall be true even where the highest offer is in excess of the Reserve Price for the particular round of E-Auction.
- 14.3 In case the highest bidder of the Auction comprising sale of Block D is successfully determined by the Liquidator, the other rounds of auctions for sale of Block A, B and C individually shall not be carried out.

15. ISSUANCE OF LETTER OF INTENT

- 15.1 The Successful Bidder shall be required to execute the LOI which is issued by the Liquidator on 17.08.2022, and the Successful Bidder shall within one day from the date of issuance of LOI, record unconditional acceptance of the LOI by providing the Liquidator with one copy of LOI with an endorsement stating that LOI is accepted unconditionally under the signature of the Successful Bidder or representative of the Successful Bidder.

- 15.2 The LOI per-se does not confirm sale in favor of the Successful Bidder. Confirmation of sale is subject to the fulfilment of conditions stated hereunder and/ or the LOI and the approval of the Liquidator.
- 15.3 Failure to accept the LOI within the time period specified may result in the disqualification of the Successful Bidder along with cancellation of the LOI and forfeiture of the Earnest Money Deposit.
- 15.4 In case of disqualification of a Successful Bidder, the Qualified Bidder who had submitted the next highest bid, may be asked to match the Successful Bidder's bid and be considered the new Successful Bidder. Should the latter be unwilling to match the bid submitted by the earlier Successful Bidder, the Liquidator, may decide to carry out a fresh auction or sell the Assets to the next highest Qualified Bidder at its bid amount (which shall not be lower than the Reserve Price).

16. COMPLETION OF SALE

- 16.1 On payment of the full amount of sale consideration, and any applicable GST (if any), the sale shall stand completed, and the Liquidator shall execute Certificate of Sale or Sale deed as the case may be and the possession of the Assets shall be given to the Successful Bidder in the manner specified in the terms of sale. The Certificate of sale or Sale deed will be issued and /or transaction / sale documents will be executed in the name of the Successful Bidder only and will not be issued in any other name(s). It is expressly stipulated that there are no implied obligations on the part of the Liquidator to do all acts, things and deeds whatsoever for the completion of the sale.
- 16.2 Default in payment of the balance sale consideration and any applicable GST or other terms, duty or fees, if any, on 100% of the bid sum by the Successful Bidder will result in disqualification of the Successful Bidder including forfeiture of Earnest Money Deposit, unless such default in payment is pursuant to any event stipulated under Clause 13 of this E-Auction Process Information document.

17. FRAUDULENT AND CORRUPT PRACTICES

The Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and during the declaration of the Successful Bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, the Liquidator shall reject the Bid, without being liable in any manner whatsoever to the Bidder, if the Liquidator, at his discretion, determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Liquidator may retain the EMD, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law(s).

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

“coercive practice” shall mean impairing or harming, or threatening to impair or harm, directly or

indirectly, any person or property to influence any person's participation or action in the E-Auction Process;

“corrupt practice” shall mean:

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

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

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

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

The Bidder shall not involve either by himself or through any of his Representatives in price manipulation of any kind directly or indirectly under the Applicable Law(s) by communicating with other Bidders.

The Bidder shall not divulge either his Bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the Company to any other party. Prior to conduct of due diligence / Site Visits and access of Data Room, the Liquidator shall require the Bidder to execute a Confidentiality Undertaking with the Company / Liquidator.

18. COSTS, EXPENSES AND TAX IMPLICATIONS

18.1 The Bidder shall be responsible for all the costs incurred by it on account of its participation in the E-Auction Process, including any costs associated with participation in the discussion meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.

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

- 18.3 The Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the Assets under Sale and matters incidental thereto or for any purpose in connection with the E-Auction Process.
- 18.4 It is to be noted that all applicable taxes whether Direct and / or Indirect taxes and / or duties and / or penalties and / or interest (including stamp duty implications and registration charges) on Sale of the Assets; as the case may be would be borne by the Successful Bidder. Some of the costs and charges for the sale transaction may include *inter-alia* the following:
- (i) The Sale of the Assets may attract the stamp duty, registration charges etc. as per relevant Applicable Law(s);
 - (ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties additional stamp duty / transfer charges, fees, etc. for transfer of the Company or any assets thereof in its name; and
 - (iii) The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, cess or other applicable tax i.e., GST, TDS etc.
- 18.5 It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the corporate debtor, including such dues, if any, which may affect the transfer of the Assets in the name of the Successful Bidder and such dues, if any, will have to be borne /paid by the Successful Bidder.
- 18.6 The Bidder shall be responsible for fully satisfying the requirements of the IBC and related Regulations as well as all Applicable Laws that is relevant for the sale process. The Buyer shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no objections, permission or consents, if any, that are or may be required under Applicable Laws for acquiring the Assets under the bid option.

19. GOVERNING LAW AND JURISDICTION

This E-Auction Process Information Document, and the other documents pursuant to this document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document or the E-Auction Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at New Delhi, India. In addition, the bank guarantee provided by the Bidder in relation to the EMD as per **Format A** of this document shall be subject to the exclusive jurisdiction of the courts and tribunals at New Delhi, India.

FORMAT A
EARNEST MONEY DEPOSIT – BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)

To,
Mr. Nilesh Sharma
Liquidator- Siddhi Vinayak Power Generation & Distributors Private Limited (In liquidation)
Registration No. IBBI/IPA-002/IP-N00104/2017-18/10232
Address: C-10, LGF, Lajpat Nagar III, Delhi – 110024
and
[Insert Details of the Bank and Address]

WHEREAS

A. [Insert name of the Bidder] incorporated in [India]/ [insert name of country where guarantor is incorporated] under the [Companies Act, [1956/2013]]/ [insert name of legislation under which the entity is incorporated] with corporate identity number [insert the corporate identity number of the entity], whose registered office is at [insert address] (“**Bidder**”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to _____ (Indian Rupees _____ Only) in accordance with the terms of the E- Auction Process Information Document dated 25.07. 2022 (“**E-Auction Process Information Document**”) issued by the Liquidator seeking submission of bids for the carrying out the sale of the assets of SVPGDPL under Liquidation.

B. This bank guarantee is required to be issued in favour of Siddhi Vinayak Power Generation & Distributors Private Limited (“**Beneficiary**”), pursuant to the terms of the E-Auction Process Information Document.

C. We, [insert name of the bank] having our registered office at [insert address] (“**Bank**”) at the request of the Bidder do hereby undertake to pay to the Beneficiary an amount not exceeding INR _____ (Indian Rupees _____ Only) to secure the obligations of the Bidder under the E-Auction Process Information Document on demand from the Beneficiary on terms and conditions herein contained.

1. Now therefore, the Bank hereby issues in favour of the Beneficiary this irrevocable and unconditional payment bank guarantee (“**Guarantee**”) on behalf of the [Insert name of the Bidder] for an amount not exceeding INR _____ (Indian Rupees _____ Only).

2. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Beneficiary without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand made by the Beneficiary, a sum not exceeding INR _____ (Indian Rupees _____ Only) [Insert the amount of Earnest Money Deposit].

3. This Guarantee shall be valid and binding on the Bank up to and including _____ 2022 [Insert date of validity of the Earnest Money Deposit] with an additional claim period of One Year thereafter and shall in no event be terminable by notice or any change in the constitution of the Bank or the Beneficiary, by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

4. The Bank hereby expressly agrees that the demand made on it under this Guarantee shall be

conclusive evidence of that such payment is due and the Bank shall not require any proof in addition to the written demand from Beneficiary, made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the Beneficiary.

5. The Bank shall make payment hereunder notwithstanding any objection by [*Insert name of the Bidder*] and / or any other person or any dispute (s) raised by the [*insert name of the Bidder*] in any suit or proceeding pending before any court or tribunal relating thereto and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.

6. This Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at New Delhi shall have exclusive jurisdiction. The Bank represents that this Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.

8. This Guarantee shall be a primary obligation of the Bank and accordingly the Beneficiary shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Bank waives any such right to that extent.

9. The Bank further unconditionally agrees with the Beneficiary that the Beneficiary shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time:

- (i) Vary and/or modify any of the terms of the E-Auction Process Information Document;
- (ii) Extend and/or postpone the time of performance of the obligations of the Bidder under the E-Auction Process Information Document; or
- (iii) Forbear or enforce any rights exercisable by the Beneficiary against the Bidder under the terms of the E-Auction Process Information Document.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under the Guarantee.

10. The Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

11. Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____, 2021 [*Insert Earnest Money Deposit Validity Date*], with an additional claim period of One year thereafter.

12. Failure to re-issue or extend this Guarantee in accordance with Clauses stated above shall entitle the Beneficiary to invoke this Guarantee.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this _____ day of _____ at _____.

Signature of the Bank Official:

Name of the Bank Official:

Designation with Bank Stamp

Witness

1. _____ Name and Address

2. _____ Name and Address

Attorney as per power of attorney No. _____

For:

_____ [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this _____

Notes:

The Stamp paper should be in the name of the Bank.

FORMAT B

EARNEST MONEY DEPOSIT PAYMENT BY AN ASSOCIATE COMPANY/ASSOCIATE

(on the letterhead of an Associate Company / Associate)

To,

Mr. Nilesh Sharma

Liquidator- Siddhi Vinayak Power Generation & Distributors Private Limited (In liquidation)

Registration No. IBBI/IPA-002/IP-N00104/2017-18/10232

Address: C-10, Lower Ground Floor, Lajpat Nagar-III, New Delhi-110024

[Copy to:]

[Insert name of the Bidder with address]

Dear Sir,

Sub: Payment of the amounts of EMD on behalf of the Bidder in relation to the E-Auction of the assets of SVPGDPL ("**Company**") under IBC and Liquidation Regulations.

In light of the Bid for SVPGDPL submitted by [Insert name of the Bidder with address] in accordance with and subject to the provisions of the E-Auction Process Information Document dated 25.07.2022 in relation to the captioned transaction ("**E-Auction Process Information Document**"), issued by the Liquidator, [Insert name and address of the Associate/Associate Company and address of the head office] hereby declares and confirms it is [an/the] [Insert relationship of the Associate/Associate Company with the Bidder] of the Bidder ("**Associate/Associate Company**"), and the payment of the EMD vide [Insert mode of payment] ("**Payment**") is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as EMD shall be subject to the terms of the E-Auction Process Information Document and hereby waives any right to claim any refund or adjustment of the amounts of such payment except in accordance with the terms of the E-Auction Process Information Document.

The Associate/Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Information Document.

Yours sincerely,

[Signature and name of the Authorised Officer of the Associate/ Associate Company] Rubber stamp/ seal of the Associate/Associate Company. Copy of the document authorizing the Authorised Officer of the Associate/ Associate Company should be furnished.

ACKNOWLEDGMENT

We hereby acknowledge and confirm the statements set out above by the Associate/Associate Company.

Yours sincerely,

[Signature and name of the Authorised Officer of the Bidder] Rubber stamp/seal of the Bidder

Copy of the document authorizing the Authorised Officer of the Bidder should be furnished.

ANNEXURE I
AFFIDAVIT AND UNDERTAKING
(To be notarised on Rs 100/- stamp paper)

Date:

To,

Mr. Nilesh Sharma

Liquidator- Siddhi Vinayak Power Generation & Distributors Private Limited (In liquidation)

IBBI Registration No. IBBI/IPA-002/IP-N00104/2017-18/10232

Address C-10, Lower Ground Floor, Lajpat Nagar-III, New Delhi-110024

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

Dear Sir,

I, [name of the chairman/managing director/director/authorized person of the Bidder, authorised by the board of [insert name of the Bidder] for giving such affidavit and undertaking], son of [•], aged about [•] years, currently residing at [Address to be inserted] and having Aadhaar/ Passport number [•], on behalf of the [insert name of the Bidder] having registered office at [□] (“Bidder”), do solemnly affirm and state as follows:

OR

I hereby solemnly affirm and state as follows:

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

The Bidder is eligible to submit the bid under section 29A of IBC. I confirm that in accordance with the provisions of section 29 A of IBC, inter-alia, neither [the Bidder nor any person acting jointly with the Bidder or any person who is a promoter or in the management or control of Bidder or any person acting jointly with Bidder:

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

- (III) At the time of submission of the Bid, has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
- (IV) Has been convicted for any offence punishable with imprisonment – (i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment : Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I.
- (V) Is disqualified to act as a director under the Companies Act, 2013;
- (VI) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (VII) Has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this IBC;
- (VIII) Has executed an enforceable guarantee in 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 IBC;
- (IX) Has been subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or
- (X) Has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A of IBC.

I, therefore, confirm that the Bidder is eligible under Section 29A of IBC submit its Bid for SVPGDPL– in Liquidation.

B. I undertake on behalf of Bidder, that during the Liquidation Process, no person who would be

considered as Connected Person as is not eligible to submit resolution plan under Section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of the corporate debtor.

- A. I declare and undertake that in case Bidder becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- B. I also undertake that in case Bidder becomes ineligible at any time after submission of EMD, then the EMD would be forfeited and the same would be deposited in the account of SVPGDPL– in liquidation.
- C. I confirm that the said declaration and disclosure is true and correct and the undefined legal terms in this undertaking shall have the same meaning as ascribed to them under IBC and regulations thereunder.
- D. I am duly authorized to submit this declaration by virtue of [*Insert the details of the corporate authorisations*]

(DEPONENT)

VERIFICATION

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

(DEPONENT)

ANNEXURE II
BID APPLICATION FORM
(Please fill up separate Bid application form)

Date:

Mr. Nilesh Sharma

Liquidator- Siddhi Vinayak Power Generation & Distributors Private Limited (In liquidation)

Registration No. IBBI/IPA-002/IP-N00104/2017-18/10232

Address C-10, Lower Ground Floor, Lajpat Nagar-III, New Delhi-110024

Dear Sir,

I/ We am/ are desirous of participating in the E-Auction Process of SVPGDPL (under liquidation) announced by you on 25.07.2022 in newspaper(s) _____.

The Details of the Bidder are as follows:

Name	
Constitution of the Bidder	
Contact No.	
Email ID	
PAN No.	
Address	
Details of EMD	

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

Place:

On behalf of the Bidder

Date:

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

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

1. E-Auction is being held on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**” and will be conducted “Online”. The E-Auction will be conducted through the approved service provider, which shall be published on the website <https://rrrinsolvency.com/>. E-Auction Process Information Document containing Bid Documents will be available at the website / link of the E-Auction Service Provider, which shall be published on the website <https://www.eauctions.co.in/> Interested Bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, be sent to svinayakliquidation@gmail.com with a copy to nilesh.sharma@rrrinsolvency.com disclosing the identity of the interested Bidder.

2. The Bidders should make their own independent inquiries regarding the encumbrances, physical condition, title of assets put on auction and claims/rights/dues/ recoverability of the Assets and should conduct their own due diligence prior to submitting their Bid. This Document does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The Assets is

proposed to be sold on 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.

3. The Bidders should submit the evidence for EMD deposit like UTR/ BG Reference number along with the request letter for participation in E-Auction as follows:

(i) In case of individuals: (a) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport etc., (b) Current Address-Proof for communication, (c) PAN card of Bidder, (d) Valid Email ID, (e) contact number (Mobile/Landline) (f) and all other relevant documentation in relation to the bidding process.

(ii) In case the Bidder is a Company/Entity: (a) Copy of original authorization letter at company letter head, in the name of the individual authorized to collect Letter of Intent on behalf of the company; (b) Copy of ID Proof of the authorized representative like AADHAR/Passport etc; (c) Copy of PAN Card of the Company; (d) Copy of Memorandum and Articles of Association of the company; and (e) All relevant documentation related to the E-Auction Process to the office of the Liquidator by 09.08.2022. Scanned copies of the original of these documents can also be submitted to the email of the Liquidator at svinayakliquidation@gmail.com

(iii) At the time of delivery, the authorized person would have to show the original documents of: (i) Original authorization letter of the Company; (ii) Original ID Proof of the authorized representative/ Individual appearing like AADHAR/Passport etc. and Original PAN Card of the Company/ Individual.

4. The Liquidator will provide User ID & Password after due verification of requisite documents submitted by the interested Bidders as stated herein to the satisfaction of the Liquidator.

5. It should be the responsibility of the prospective/interested Bidders to inspect and satisfy themselves about the status of the corporate debtor, its operations and assets before submission of the Bid.

6. Liquidator has right to demand any additional documents from the Bidder for the E- Auction Process. In case such additional documents are not provided by the Bidder, the Liquidator in his own discretion may disqualify the Bid.

7. The E-Auction of the assets of Siddhi Vinayak Power Generation & Distributors Private Limited would be conducted on 16.08.2022.

8. The EMD of unsuccessful bidders shall be refunded within seven days from the date of E-Auction. The EMD shall not bear any interest.

9. In case of the Successful Bidders, the EMD in cash may be adjusted towards the balance sale consideration. The EMD shall not bear any interest.

10. The Liquidator will intimate through mail to the Successful Bidder, detailing the total payable amount for consummating the Sale of the Assets and other terms and conditions. The Successful Bidder would have to pay the balance sale consideration amount less EMD for the Sale of the Assets within time stipulated in this E- Auction Process Information Document. Any default in payment of the bid amount by the Successful Bidder would entail forfeiture of EMD already deposited the Company shall be put to re-auction and the defaulting Bidder shall have no claim / right in respect of Company / amount paid

whatsoever.

11. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, Good and Services Tax, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
12. The Liquidator is not bound to accept the highest offer or and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw from the e-auction proceedings at any stage without assigning any reason there for.
13. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) only and will not be issued in any other name(s).
14. The Sale of the Assets as contemplated under this document shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016 read with amendments and rules/ regulations made thereunder.
15. The Bidder may submit his offer as per the process specified in the E-Auction Process Information Document.
16. The decision of the Liquidator on declaration of Successful Bidder and regarding the E-auction shall be final and binding on all the Bidders.
17. The Bidders are required to keep themselves updated for any revisions in the terms and conditions of E-Auction by regularly visiting the links and website addresses of the Company as mentioned in this E-Auction Process Information Document.

-sd-

Date: _____

Nilesh Sharma

Place: _____ Liquidator- Siddhi Vinayak Power Generation & Distributors Private Limited

IBBI Regn. No: IBBI/IPA-002/IP-N00104/2017-18/10232

Registered Email: nilesh.sharma@rrinsolvency.com

Phone: +91 9811418701

Communication Address & Email ID:

Siddhi Vinayak Power Generation & Distributors Private Limited (in liquidation)

C-10, LGF, Lajpat Nagar III, New Delhi-110024

Email Id- svinayakliquidation@gmail.com

Shivam Jaiswal - 9654918220.

(Mr. Nilesh Sharma is a Registered Insolvency Professional with Insolvency and Bankruptcy Board of India (“IBBI”). His Registration number is IBBI/IPA-002/IP-N00104/2017-18/10232 and was appointed as a Liquidator of SVPGDPL by Hon’ble NCLT, Principal Bench, New Delhi vide its order dated vide order dated 19.07.2019 to manage, protect, sell and liquidate the property, assets, business and other affairs of SVPGDPL (in liquidation) (“Liquidator”). The order was received by the Liquidator on 14.08.2019, therefore the Liquidation Commencement Date (‘LCD’) has been considered as 14.08.2019. Further, The affairs, business and property(ies) of SVPGDPL (in Liquidation) are being managed by the Liquidator, Mr. Nilesh Sharma acts as an agent of SVPGDPL (in Liquidation) only and without personal liability.)

ANNEXURE III
BID DECLARATION FORM/ DECLARATION BY BIDDERS

To,
Mr. Nilesh Sharma
Liquidator- Siddhi Vinayak Power Generation & Distributors Private Limited (In liquidation)
Registration No. IBBI/IPA-002/IP-N00104/2017-18/10232
Address C-10, Lower Ground Floor, Lajpat Nagar-III, New Delhi-110024

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the Sale of the Assets as specified in the Public Advertisement and E-Auction Process Information Document and have understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions of the Public Advertisement and E-Auction Process Information Document and agree to take part in the E-Auction Process.

2. I / We declare that the Earnest Money Deposit/EMD and documents submitted in relation to the Eligibility Criteria as specified in the E-Auction Process Information Document and that the particulars of remittance and all other information given by me/us in the form is true and correct.

3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the Bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Liquidator 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 in relation to the Sale of the Assets as contemplated under the E-Auction Process Information Document, is accepted by the Liquidator and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified under the E-Auction Process Information Document or the Liquidation Process Regulations for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the E- Auction and letter of intent, the EMD and other monies paid by me / us along with the form and thereafter, are liable to be forfeited along with other deviations pertaining to forfeiture of EMD as specified in the E-Auction Process Information Document. The timeline for payment of final sale consideration may be extended by sole discretion of Liquidator and as per the Liquidation Process Regulations, to the extent permissible under the Applicable Law(s).

In case final sale consideration is not paid within timeline stated in the Liquidation Process Regulations, the Liquidator shall forfeit EMD.

5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the Sale of the Assets. 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 the Sale of the Assets, pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any Applicable Law; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, 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. I/ We understand that I/We shall be responsible for fully satisfying ourselves with the requirements of the IBC and the related regulations as well as all Applicable Law(s) that are relevant for the E-Auction Process and consummating the Sale of the Assets. I/We shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) for consummation of Sale of the Assets in accordance with the provisions of IBC and Liquidation Process Regulations.

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

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

10. I/We confirm that the Liquidator and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and Bid on the E-Auction portal due to any unforeseen circumstances etc. before or during the E-Auction event.

11. I/We hereby confirm that I/we are eligible to submit our Bid in relation to Sale of the Assets under Section 29A of the Insolvency and Bankruptcy Code, 2016 read with subsequent amendments thereto.

12. The capitalized terms not defined in this Bid Declaration Form and phrase “Sale of the Assets” shall have the same meaning as ascribed to it in the E-Auction Process Information Document.

(Signature with SEAL)

Name:

Address:

Email:

ANNEXURE IV
TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE

1. E-Auction is being held on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**” and will be conducted **online**. The auction will be conducted through the approved service provider Linkstar Infosys Pvt. Ltd, at the web portal www.eauctions.co.in. E-Auction Process document containing E- Auction bid form, Declaration by the bidder, and General terms and conditions of online auction sale are available on website <https://www.eauctions.co.in>. Interested bidder(s) can register, bid and receive confirmation of their bid by electronic means. The requisition of additional information, if any, be sent to E-mail ID: admin@eauctions.co.in in the identity of the Applicant.
2. Any asset lying at any premises/property of the company and not part of Liquidation Estate shall not be covered in any Block under this document and will not be available for sale/transfer.
3. The Prospective Bidder(s) should make their own independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due diligence prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property/asset is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator shall not be responsible in any of way for any third party claims/ rights/ dues.
4. The information in respect of the property/asset has been stated to the best of knowledge of the Liquidator; however, he shall not be responsible for any error, misstatement or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to the Asset nor does he provide any guarantee or warranty as to the ownership of property/asset or the conditions of the asset or its quality for any specific purpose or use.
5. The Prospective Bidder(s) should submit the evidence for Earnest Money Deposit (EMD) deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport/Aadhar Card etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator by hand/registered post. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator as per the detailed process information document.
6. Name of the Eligible Bidder(s) will be identified and conveyed by Liquidator to participate in online e-auction on the portal <https://www.eauctions.co.in>. The Agency will provide User ID & Password to the Bidder(s) after due verification of KYC of the Bidder(s).
7. It is the responsibility of the interested bidder(s) to inspect and satisfy themselves about the property/asset before submission of the bid.
8. 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.
9. The E-Auction / bidding of the assets of “SVPGDPL” would be conducted exactly on the schedule

Date & Time as mentioned against each property/asset by way of inter-e bidding amongst the bidders with unlimited extensions of five minutes each. The bidder may improve their bid by a minimum incremental amount as given in table below for respective Block or in multiples of these amounts.

Block No.	Minimum Incremental amount or in multiples of these amount (Rs.)
A	1,00,000
B	10,00,000
C	50,000
D	10,00,000

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.

10. The EMD of unsuccessful bidder(s) shall be refunded within timelines as mentioned in this document. The EMD shall not bear any interest in any circumstances.
11. In case of the Successful Bidder(s), the EMD (whether in the form of a Demand Draft or a Bank Guarantee) may be banked or invoked.
12. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The payment of balance sale consideration made after thirty days shall attract interest at the rate of 12% per annum. The sale shall be cancelled if complete payment is not received within ninety days and the amount already paid will be forfeited. The property/asset may be offered to the second highest bidder or put to re-auction and the defaulting bidder shall have no claim / right in respect of property / asset/ amount, whatsoever.
13. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty, transfer charges, registration charges, fees, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates, assessment charges, fees, maintenance, utility bills etc. owing to anybody.
14. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw any property/asset or portion thereof from the auction proceedings at any stage without assigning any reason there for. IN case the sale of Block D is extended or is successful, the sale of the assets under Blocks A, B and C shall not be carried out. The decision of the Liquidator shall be final and binding on all the participants.
15. The sale certificate and / or conveyance document and/or sale deed and/ or transfer documents and/or etc. will be issued and such relevant document as applicable will be executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
16. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, Liquidation Process read with amendments and rules/ regulations made thereunder.
18. The interested bidder(s) may give offers either for one or more than one asset blocks. In case a bidder bids for more than one asset to be auctioned at the different time slots, he will be required to submit separate EMD amounts for each asset block.

19. The blocks of Assets under Sale are described in the Clause 10 under table 3. The Liquidator reserve the right to reject all or any of the Bidders or their Bid(s) without assigning any reason whatsoever, respectively for the assets forming part of the Liquidation Estate. The successful bidder shall deposit 25% of the sale price, adjusting the EMD already paid, within 24 hours after the acceptance of the Bid-price by the Liquidator/Authorised Officer, and the balance 75% within 30 days of the date of demand, failing which the sale shall be cancelled. Payments made after 30 days shall attract interest @ 12%.

20. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

ANNEXURE V
CONFIDENTIALITY UNDERTAKING
(on Rs 100/- stamp paper)

This Confidentiality Undertaking has been signed by (**Name of potential Bidders**) having its office at _____ acting through Mr. (**Name of person authorised by potential Bidder(s)**), the authorized signatory/authorized representative (“**Bidder**”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Nilesh Sharma, an Insolvency Professional having registration no. IBBI/IPA-002/IP-N00104/2017-18/10232.

WHEREAS Siddhi Vinayak Power Generation & Distributors Private Limited, a company registered under Companies, Act, 1956 is undergoing liquidation by Hon’ble NCLT, Bench-II, New Delhi vide order dated 19.07.2019 whereby Mr. Nilesh Sharma Insolvency Professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-002/IP-N00104/2017-18/10232 has been appointed as the Liquidator of the Company to manage, protect, sell and liquidate the property, assets, business and other affairs of SVPGDPL (in liquidation) (“**Liquidator**”). The order was received by the Liquidator on 14.08.2019, therefore the Liquidation Commencement Date (‘LCD’) has been considered as 14.08.2019

WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process in respect of Sale of the Assets Excluding Land in accordance with the provisions of E-Auction Process Information Document and provisions of Insolvency and Bankruptcy Code, 2016 read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

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

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

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

2. The Bidder (s) further unconditionally and irrevocably undertake and declare that:
 - a) the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;
 - b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;

- c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
 - d) the Bidder (s) shall protect any intellectual property of the Company which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
 - f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
 - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of Sale of the Assets as provided under E-Auction Process Information Document and the Liquidation Process Regulations;
 - h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use its best endeavours to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and
 - i) the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.
3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- a) information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or
 - b) information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
 - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

4. The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E-Auction Process Information Document/ Data Room. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.
5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or wilful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalised terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document.

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

Signed on behalf of

(Name of Bidder(s))

by Mr. _____ (Name and Designation) Authorised Signatory

Date:

Place:

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

ANNEXURE VI**DESCRIPTION OF ASSETS, PROPETIES ETC. OWNED BY THE CORPORATE DEBTOR****BLOCK A- Building**

Building (Year of Construction 2012)			
Sr. No.	Particulars	Asset Description	Built-up Area sq. mtr. (As per Physical Measurement)
1	Gas Generator Shed (gantry @8.0M)	Shed	424.13
2	Gas Generator building (Slab@ 4.0m Height)	RCC roof and Brick wall	441.16
3	Labour Quarter	Load bearing with A.C. Roofing Sheet	48
4	R O Plant	Shed	96.55
5	Compressor Shed	Shed	108.48
6	Compressor Building (Slab @ 4.0m Height)	RCC roof and Brick wall	57.75
7	Security Cabin	Porta Cabin	27.14
8	Parking Shed	Shed	240
9	Land Development (Compound Wall, Internal Roads, Drains, Soak pit, Septic Tank etc.)	RCC / Brickwork	16,571.85
10	Cooling Tower	Fabricated Platform	126.55

BLOCK B-
Plant & Machinery, Office Equipments, Furniture and Fixtures

Plant & Machinery			
Sl. No.	Year of Purchase	Description of Assets	Quantity
1	2012-13	Cooling Tower and Circulating Water System	1
2	2012-13	Overhead Lines Including supports	1
3	2012-13	P&M in Power Generating Units	1
4	2012-13	Switchgear including cable connection	1
5	2012-13	Transformer including Foundation	1
6	2013-14	Cooling Tower and Circulating Water System	1
7	2013-14	Overhead Lines Including supports	1
8	2013-14	P&M in Power Generating Units	1
9	2013-14	Switchgear including cable connection	1
10	2013-14	Transformer including Foundation	1
11	2013-14	DG Set	1

Office Equipments			
Sl. No.	Year of Purchase	Description of Assets	Quantity
1	2012-13	Communication Equipments	1
2	2012-13	Office Equipments at Power Generating Units	1
3	2012-13	Other Assets	1
4	2012-13	Street Light Fittings	1
5	2013-14	Communication Equipments	1
6	2013-14	Office Equipments at Power Generating Units	1
7	2013-14	Other Assets	1
8	2013-14	Street Light Fittings	1

Furniture & Fixtures			
Sr. No	Year of Purchase	Description of Assets	Quantity
1	2012-13	Office Furniture at Power Generating Units	1
2	2013-14	Office Furniture at Power Generating Units	1

BLOCK C
Securities or Financial Assets

Sr. No.	Description
1	Long Term Loans and Advances
2	Other Non-Current Assets
3	Trade Receivables
4	Short Term loans and Advances
5	Other Current Assets





