

E-AUCTION PROCESS INFORMATION DOCUMENT

INVITATION OF BIDS FOR AUCTION OF RICE STOCK LYING STORED IN WAREHOUSE
LOCATED AT KUNDALI, SONEPAT, HARYANA ON "AS IS WHERE IS, AS IS WHAT IS,
WHATEVER THERE IS AND WITHOUT RECOURSE BASIS"

Date of Public Announcement

2nd August 2019

Date of E-Auction

9th August 2019

Issued by: -

Anil Kohli – Resolution Professional

IBBI Reg. No: IBBI/IPA-001/IP-P00112/2017-18/10219

Email: insolvency@arck.in

M/s Kannu Aditya (India) Limited

(A company undergoing Corporate Insolvency Resolution process vide Hon'ble NCLT order dated 22nd May 2019)

Registered office of the Corporate Debtor: B-16, Bhagwan Dass Nagar, New Delhi- 110026

Address of Warehouse : Premti Warehouse Kila No. 65// 8/3/2 & 8/3/1 V.P.O Kundli
Sonipat 131028- Haryana

Anil Kohli is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). Anil Kohli has been appointed as Interim Resolution Professional (hereinafter referred as "RP") of M/s Kannu Aditya (India) Limited (hereinafter referred as "Corporate Debtor", "KAIL") by Hon'ble National Company Law Tribunal (NCLT), Principal Bench, New Delhi vide order dated 22-05-2019 and subsequently confirmed as Resolution Professional of KAIL in the meeting held on 25.07.2019 through E-voting held between 29.07.2019-31.07.2019.

Anil Kohli

Resolution Professional – M/s Kannu Aditya (India) Limited

IBBI Regd. Details:

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Regn. No. IBBI/IPA-001/IP-P00112/2017-18/10219

Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders
2. Terms and conditions, deadlines etc. for participating in the Electronic Auction are provided in the E-Auction Process Information Document.
3. The timelines, notifications, updates and other details for the e-auction process are available on the websites <http://www.arck.in>, of the Insolvency Professional Entity of the RP and <https://ncltauction.auctiontiger.net>;



4. Bidders desirous to submit their bid have to submit their Bids on E- Auction Portal <https://ncltauction.auctiontiger.net>

DISCLAIMER

1. This E-Auction Process Information Document is issued by Anil Kohli, the RP appointed by the Hon'ble NCLT, Principal Bench, New Delhi in the matter of M/s Kannu Aditya (India) Limited for general information purposes only.
2. The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Rice Stock of M/S Kannu Aditya (India) Limited.
3. This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.
4. It is to be noted that no information being provided in this E-Auction Process Information Document claims it to be comprehensive. Independent due diligence by the intended user of this document or the bidder is highly recommended.
5. 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, without prior written approval from the IRP.
6. Neither the RP, nor his Insolvency Professional Entity (ARCK Resolution Professionals LLP), his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the IRP.
7. Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory approvals.
8. It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.
9. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.



10. The Stock of Rice of the Company are proposed to be sold on **“As is where is basis”**, **“As is what is basis”**, **“Whatever there is basis”** and **“Without any recourse basis”** and the proposed sale of Rice Stock of the Company does not entail transfer of any other title, except title/ custody of stated Rice Stock as on date of transfer. The RP does not take or assume any responsibility for any shortfall or defect or shortcoming in the Rice Stock proposed under sale.
11. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RP or any other costs incurred in connection with or relating to its bid.
12. This E-Auction Process Information Document is neither an agreement nor an offer by the RP to the Prospective Bidders or any other person. The objective of this E- Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder 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.
13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete in all respects. The RP accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.



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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**e-Auction**) of Rice Stock, as going concern of KAIL undergoing CIRP, lying at Warehouse located at Kundali, Sonapat, Haryana, as decided by CoC in its 2nd Meeting held on 25-07-2019.
2. The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the RP, is provided to Bidder(s) on the terms and conditions as set out in this E- Auction Process Information Document.
3. The RP 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.
4. The issuance of this E-Auction Process Information Document does not imply that the RP is bound to select a Bidder or to declare the Preferred Bidder as Successful Bidder for the Rice Stock and the RP reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
5. E-Procurement Technologies Limited, A – 801, Wall Street-II, Opposite Orient Club, Near Gujarat College, Ellisbridge, Ahmedabad, Gujrat (**E-Auction Service Provider**) has been appointed as the E-Auction Service Provider. The sale of the Rice Stock of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an e-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the e- auction are as follows:

Type of Bid	E-Auction
Seller	Anil Kohli (RP of KAIL)
Website of E-Auction service Provider	https://ncltauction.auctiontiger.net
Service Provider	E-Procurement Technologies Limited, A-801, Wall Street -II, Opp. Orient Club, Near Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujrat Contact person – Mr. Tilak Maratha, Email id - Tilak@auctiontiger.net / Support@auctiontiger.net Mobile No. – 6351896834 / 079-61200 580 /579/587/598/598



Annexures and Formats	<p>Format A: Format of letter for submission of EMD by Associate Company</p> <p>Annexure 1 -Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded)</p> <p>Annexure 2-Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid form)</p> <p>Annexure 3- Technical Terms and Conditions of E-Auction</p> <p>Annexure 4- Description of Assets</p>
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 RP will be responsible for any lapses on part of the Bidders.

6. All terms and conditions with respect to the sale of the Rice Stock of the company shall be governed by the directions of the RP and normal trade practices.
7. The Annexures to this E-Auction Process Information Document shall form an integral part thereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.



B. KEY DEFINITIONS

“Adjudicating Authority” or “NCLT” shall mean the Hon’ble New Delhi Bench, New Delhi of the National Company Law Tribunal;

“Applicable Laws” shall mean, 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 the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , 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;

“Bid” means, any bid submitted by the Bidders as required in terms of this E- Auction Process Information Document

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

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

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

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

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



“Qualified Bidder(s)” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.

“Successful Bidder” or “Successful E-Auction Process Participant” means, the Qualified Bidder whose bid is approved and who is declared successful by the RP at the end of the determined auction phase.



C. THE BRIEF STATUS OF COMPANY AND ITS OVERVIEW

Brief Background and Status of the company (the Corporate Debtor)

National Company Law Tribunal, Principal Bench, New Delhi admitted Corporate Insolvency Resolution Process (CIRP) for the Company and appointed Mr. Anil Kohli as its Interim Resolution Professional Vide Order dated 22-05-2019.

The Committee of Creditors (hereinafter referred as "CoC") comprising of State Bank of India and Punjab National Bank authorised RP– Mr. Anil Kohli in its 2nd Meeting of CoC, to sale the Rice Stock of the CD as going concern lying at Warehouse located at Kundali, Sonapat, Haryana vide E-Auction.

During the course of the Corporate Insolvency Resolution Process, an IRP or RP is duty bound to manage the affairs of the Corporate Debtor as a going concern and further has to protect and preserve the value of the assets of the Corporate Debtor. In the event, the CoC Members decide to sell the stocks as a going concern, consent of all creditors will be required and the same will be in order to protect and preserve the value and to ensure going concern.



D. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BY BIDDER

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

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identification, Current Address-Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide' **Annexure I**, and duly filled, signed and stamped **Declaration by Bidders** attached vide' **Annexure II**.

Please note that only the eligible bidders will gain access to additional information required for due diligence, after due submission of the required bid form and declaration form. Further, if needed, the site visits for only the eligible bidders may also be coordinated by the IRP.

Further, it should be noted that at any stage of the E-Auction process, the RP may ask for any documents from the prospective bidders to evaluate their eligibility. The RP, at his discretion, may disqualify the prospective bidder for non-submission of the requested documents.



E. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the RP to arrange for physical verification and site visit , where stock is lying. Upon receipt of such a request, the RP may first arrange a discussion meeting at any time prior to the closure of the e-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The RP reserves the right not to arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The RP may coordinate a site visit for Eligible Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Eligible Bidders. The RP will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The RP reserves the right not to arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder.

F. DUE DILIGENCE

The RP shall endeavor to provide necessary assistance, facilitating the conduct of due diligence by interested Bidders. The information and documents shall be provided by the IRP/RP in good faith.

The Rice Stock of the Company is proposed to be sold only as a single lot (no part sale) on ***“As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis”*** and the proposed sale of Rice stock of the Company does not entail transfer of any title, except the title/ Possession of stated Rice Stock as on date of transfer



ASSETS TO BE AUCTIONED AND RESERVE PRICES

E-AUCTION SALE NOTICE

RICE STOCK LYING STORED IN A WAREHOUSE LOCATED AT KUNDALI, SONEPAT, HARYANA FOR SALE ON "AS IS WHERE IS", "AS IS WHAT IS", "WHATEVER THERE IS" AND "WITHOUT RECOURSE BASIS"

*"Rice Stock 1032 MT with Reserve Price of 43000 / MT = INR 4,43,76,000
EMD (25% of Reserve Price) = INR 1,10,94,000"*

**Note: Sale consideration to be paid within 15 days of close of Auction Date and delivery will be given after receipt of full and final payment/ sale consideration.*

E-Auction date: 09/08/2019 from 11AM to 12PM, Last date to apply 08/08/ 019 till 5PM

For detailed terms: Visit www.arck.in; <https://ncltauction.auctiontiger.net>

Contact: Mr. Saurabh Chawla, 8929106031

Correspondence E-mail: insolvency@arck.in



Anil Kohli
Resolution Professional

M/s Kannu Aditya (India) Limited

Regd. No.: IBBI/IPA-001/IP-P00112/2017-18/10219

Add: 409, Ansal Bhawan, 16 KG Marg, Connaught Place,

New Delhi-110001, India

Email: insolvency@arck.in

It is to be noted that the bid for the Stock at a value below the reserve price will not be accepted

Further, the bidders can **increase their bid by a minimum incremental amount of Rs. 1 Lakh for assets**. It must also be noted that the RP does not give any assurance or warranty of the physical condition /quantity/ quality of Rice Stock and their suitability for any sort of consumption that the bidder envisages.

G. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, prior to submission of their auction bids, an amount which is equal to the 25% of reserve price as **earnest money deposit**.

It may be noted that the Bidder may request the RP to permit the Bidder to submit the Earnest Money Deposit through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in **Format A** (Earnest Money Deposit by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document.

Provided that, RP 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.

- a. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.
- b. Through Pay Order/ Demand Draft in Favour of "Kannu Aditya (India) Limited"
- c. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.
- d. Bidders shall preserve the remittance Challan and shall produce the same in front of the RP as and when demanded.
- e. All the payments to be made by the Bidder under the e-auction shall be intimated to the RP at insolvency@arck.in

It should be noted that No interest will be paid to the auction process applicant in relation to such Earnest Money amount.

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

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

- a) if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
- b) if the Bidder is identified as the Successful bidder and it fails to pay 25% of the Earnest Money within the stipulated time as per the clauses of this E auction documents after being intimated as successful bidder by the RP.
- c) if the Successful Bidder, after being intimated by the RP as successful bidder, fails



to make the complete payment as per the terms of E- auction documents

- d) In any of the above event, all the amounts deposited till that date shall be forfeited and the Rice Stock will be offered to the next highest bidder.

Set-off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against last instalment/ payment or used as part of the consideration that the successful bidder proposes to offer for the Rice stock of the Company.

The bid once submitted cannot be withdrawn and in case of non-participation in e-auction after submission of bid, the offer will be presumed to be given at reserve price. The e auction agency will itself register the bidder in e auction in such event.

In case the auction is not conducted or fails due to some exigencies, then the Earnest Money paid by the e-auction process applicant shall be returned (without interest) to such applicant within 15 (fifteen) days of the date of closure of auction process.

For successful bidders, a mail confirmation will be given for being successful bidder at the end of auction on the same day. However, **successful bidder will submit the balance of final sale amount within 15 days of the close of Auction date. Upon receipt of balance sale consideration, invoice will be raised (including applicable taxes) and delivery of rice stock will be handed over to successful bidder.**

Transportation of rice from the site/ godown will be done by successful bidder at his own costs and merits. A sale certificate for the relevant Rice Stock shall be issued to the Successful Bidder after receipt of the balance sale consideration.

Default by Successful Bidder and its Results

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

H. DECLARATION OF SUCCESSFUL BIDDER

The RP at the end of the E-Auction phase, shall declare the successful bidder(s) for stock of



Rice. The successful bidder(s) shall be determined on the basis of highest bid received for the Rice stock by the RP via the E-Auction portal process keeping in view the Terms & Conditions of E-auction. In case of any dispute / discrepancy, the RP shall assess the E-Auction applications and declare the successful bidder(s) offering maximum value for the auctioned Stock. This right of selecting and declaring the successful bidder (s) shall solely rest with the RP at all times.

I. FRAUDULENT AND CORRUPT PRACTICES

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

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

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

“corrupt practice” shall mean

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the RP or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the RP or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or

(ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial



or technical adviser of the RP or the Company, in relation to any matter concerning the auction process;

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

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

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

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

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

J. COSTS, EXPENSES AND TAX IMPLICATIONS

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

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

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



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

- i. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant Rice stock.

K. GOVERNING LAW AND JURISDICTION

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

O. TIMETABLE

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

S. No.	Event	Timeline (Days)
1	Public Announcement of Auction	02-08-2019
2	Opening of Auction Portal and this E- Auction Process Information Document made available on the websites as per Terms and Conditions	02-08-2019
3	Submission of Bid Forms, Declaration forms	From 02-08-2019 to 08-08-2019 till 5 P.M.
4	KYC declaration, Due Diligence	From 02-08-2019 to 08-08-2019 till 5 P.M.
5	Site Visits and Discussion Meeting	From 02-08-2019 to 08-08-2019
6	Bid and EMD submission	From 02-08-2019 to 08-08-2019 till 5 P.M.
7	E – Auction	09-08-2019 (11 AM to 12 PM) with limited extension of 5 Min. if bid received in last one minute of closure.
8	Announcement of Successful Bidder	09-08-2019



9	Issuance of email confirmation as successful bidder	09-08-2019
10	Return of EMD for unsuccessful bidders	After Full payment by successful bidder
11	Payment of balance consideration by successful bidder	24-08-2019

*While the timeline for submission of bid forms and declaration forms is from 02-08-2019 to 08-08-2019 , please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.

Note –

The timeline for payment of final sale consideration may be extended at the sole discretion of IRP, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the RP shall forfeit EMD.

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 “On- Line”. The auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited, at the web portal <https://ncltauction.auctiontiger.net>. E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites <https://ncltauction.auctiontiger.net>. Interested bidders can register, bid and receive confirmation of their bid online.
The requisition of additional information, if any, be sent to insolvency@arck.in disclosing the identity of the Applicant under the captioned subject line “E- Auction – M/s Kannu Aditya (India) limited”.
2. The Prospective Bidders should make their own Independent inquiries regarding the claims/rights/dues/ affecting the Rice Stock 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 RP. The Rice stock is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the RP. RP shall not be responsible in any of way for any third party claims/ rights/ dues.
3. The Prospective Bidders should submit the evidence for 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 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 RP by 08/08/2019, 5:00 PM. Scanned copies of the original of these documents can also be submitted to the Email ID of IRP.

4. Name of Eligible Bidders will be identified and conveyed by RP to participate in online e-auction on the portal <https://ncltauction.auctiontiger.net>, "Auction Tiger". The RP will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the Stock of Rice before submission of the bid.
6. RP has right to demand documents from bidder for the process and in case the documents are not provided, the RP may disqualify the bid.
7. The E-Auction / bidding of the assets of "KAIL" would be conducted exactly on the schedule Date & Time as mentioned by way of inter-se bidding amongst the bidders. **the bidders can increase their bid by a minimum incremental amount Rs. 1 Lakh per lot.** 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.
8. The EMD of unsuccessful bidders shall be refunded on full payment by successful bidder. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD (Pay order/Demand Draft) may be banked. The EMD shall not bear any interest.
10. The RP will intimate through mail to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to pay 10% less EMD within time stipulated in this document. Any default in Payment by the successful bidder would entail forfeiture of EMD already deposited and the Rice Stock shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of such stock, whatsoever.
11. The Successful Bidder shall bear the applicable Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody, if any
12. The RP 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 Rice



Stock thereof from the auction proceedings at any stage without assigning any reason there for.

13. The sale certificate will be issued in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
14. The decision of the RP on declaration of Successful Bidder shall be final and binding on all the Bidders.

Contact Person:

Mr. Saurabh Chawla – Mob: 8929106031

Mr. Anil Kohli has been appointed by NCLT as IRP of KAIL and subsequently confirmed as RP of KAIL in the meeting held on 25.07.2019 through E-voting held between 29.07.2019- 31.07.2019. Mr. Anil Kohli has been granted a certificate of registration to act as IP by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI/IPA-001/IP-P00112/2017-18/10219

Date: 02-08-2019

Place: New Delhi

Anil Kohli
RP - M/s Kannu Aditya (India) Limited

Correspondence Address:

ARCK Resolution Professionals LLP

409, Ansal Bhawan, 16 K.G. Marg (Connaught Place), New Delhi – 110001

Tel: 011-45101111

IP's IBBI Registration Details:

IP Reg No - IBBI/IPA-001/IP-P00112/2017-18/10219

Regd. Email: insolvecny@arck.in

Regd. Address: 409, Ansal Bhawan, 16 K.G. Marg (Connaught Place), New Delhi – 110001



FORMAT A
EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE COMPANY

To
Mr Anil Kohli
RP— M/s Kannu Aditya (India) Limited
Correspondence Address: ARCK Resolution Professionals LLP, 409, Ansal Bhawan,
16 K.G. Marg, Connaught Place, New Delhi -110001

[Copy to:]

[Name of the Bidder with Address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of Rice Stock of M/s Kannu Aditya (India) Limited.

In light of the bid for assets of M/s Kannu Aditya (India) Limited 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 in relation to the captioned transaction ("**E-Auction Process Information Document**"), issued by the IRP, **[Insert name and address of the Associate Company and address of the head office]** hereby declares and confirms it is [an / the] **[Insert relationship of the Associate Company with the Bidder]** of the Bidder ("**Associate Company**"), and the payment of the Earnest Money amount vide **[Insert mode of payment]** ("**Payment**") is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money 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 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.



Thank you.

Yours sincerely,

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

ACKNOWLEDGMENT

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

Yours sincerely,

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



Annexure I
BID Application Form

(Please fill up separate Bid application forms for each Lot)

Date:

To

Mr. Anil Kohli, RP— M/s Kannu Aditya (India) Limited
Correspondence Address: ARCK Resolution Professionals LLP, 409, Ansal Bhawan,
16 K.G. Marg, Connaught Place, New Delhi -110001

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated in (name of Newspaper(s))

Details of Corporate Debtor:

Name	M/s Kannu Aditya (India) Limited
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Details of Bidder / Bid Price Offered

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

Details of Division / Asset:

Stock Rice	
Description of Lot	
Reserve Price of Lot as per sales Notice	



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

Date:

Signature

Place:

STAMP



Annexure II
Declaration by Bidders

To

Mr. Anil Kohli, RP— M/s Kannu Aditya (India) Limited

Correspondence Address: ARCK Resolution Professionals LLP, 409, Ansal Bhawan,
16 K.G. Marg, Connaught Place, New Delhi -110001

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 assets as specified in the Information Sheet and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further 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 Seller ("IRP") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us alongwith the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of IRP, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the RP shall forfeit EMD.
5. I / We understand that the EMD of all Bidders shall be retained by the RP and returned only after the successful conclusion of the sale of Rice Stock. 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 pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any 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. The decision taken by the RP with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. I / We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal and Rice Stock being offered for sale.
9. I / We confirm that the Seller 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 auction event.

(Signature with SEAL)

Name:

Address:

Email



Annexure III
Technical Terms & Conditions of e-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the e-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property/asset.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Declaration as per the formats set out in this document must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the e-auction for Rice Stock, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the e-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment



**Annexure IV
(Description of Assets)**

Semi Organic Khanjan Basmati Rice Stock 1032 MT of 43000 / MT = INR 4,43,76,000

**Note: Sale consideration to be paid within 15 days of close of Auction Date and delivery will be given after receipt of full and final payment/ sale consideration.*

The auction is being conducted on **“AS IS WHERE IS” & “AS IS WHAT IS” “WHATEVER THERE IS” AND “WITHOUT ANY RECOURSE BASIS”**. Bidders are advised to conduct their own due diligence and satisfy themselves on the quantities / measurements/ quality etc of all the Rice Stock, before participating in the auction. The IRP will not be responsible for any short / excess.

*For the details of assets as mentioned above, please refer to the files uploaded on site <https://ncltauction.auctiontiger.net> and www.arck.in

*For further details such as documents etc., prospective bidders can refer to detail annexure which is available at the site <https://ncltauction.auctiontiger.net> and www.arck.in

