

EMCO LIMITED (IN LIQUIDATION)

**PROCESS DOCUMENT FOR SALE OF ASSETS OF EMCO LIMITED COMMENCED
VIDE ADVERTISEMENT DATED 08 MARCH 2022.**

(“PROCESS DOCUMENT”)

Date: 08 March 2022

Issued by Mr. Sundaresh Bhat

Liquidator of EMCO Limited

A company under liquidation process vide order dated August 09, 2021, passed by the Hon’ble NCLT Mumbai bench (order copy made available on September 23, 2021).

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It is to be noted that no information being provided hereunder claims it to be comprehensive. The objective of this Process Document is to provide interested parties with information that may be useful to them in making/ submitting their bids. It may be noted that the assumptions, assessments, statements, and information contained hereunder may not be complete, accurate, adequate, or correct. Each interested party/ 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 and should get independent advice from appropriate sources. While the data/ information provided hereunder has been prepared and provided in good faith, the Liquidator shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information hereunder and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this Process Document, even if any loss or damage is caused by any act or omission on its part. This Process Document may not be all inclusive and may not contain all of the information that the recipient may require or consider material for the purpose of sale. Information provided hereunder has been collected and collated from several sources. The information given hereunder by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility, whatsoever, for the authenticity, accuracy, correctness, completeness, or otherwise for any statement or information contained hereunder. This Process Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without the prior written approval from the Liquidator.

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otherwise. Therefore, the participants acknowledge that they shall not have any right to, and also undertakes that it shall not, take any legal action against the Liquidator, the Insolvency Professional Entity (BDO Restructuring Advisory LLP) or any of its partners or respective affiliates or any of their advisors as aforesaid for any damages caused for any reason whatsoever for anything arising from or in relation to this Process Document or this process and the applicant/ buyer hereby unconditionally waives its right to take such legal action.

Further, apart from the provisions set out hereunder, the participants shall be responsible for fully satisfying all the requirements and obligations stipulated under the provisions of the Insolvency & Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 as well as any other laws for time being in force that are or may be applicable to the participant or the sale process and for obtaining requisite regulatory consents, licenses, and approvals. It is to be noted that by procuring a copy of this Process Document, the recipient accepts the terms of this disclaimer, which forms an integral part thereof. Under no circumstances shall any participant make any contact, direct or indirect, by any mode whatsoever, with EMCO Limited until the Liquidator gives his written permission.

The assets of EMCO Limited are proposed to be sold on an “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis” and the proposed sale of asset of EMCO Limited does not entail transfer of any other title, except the title which EMCO Limited had on its asset as on the date of transfer. The Liquidator does not take nor assume any responsibility for any shortfall or defect or shortcoming of whatsoever nature in the moveable/ immovable assets of EMCO Limited or in the title/ownership thereof. The sale of the assets of EMCO Limited shall be subject to all the secured creditors relinquishing their security interest in the encumbered assets of EMCO Limited.

The participants shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to inspection, 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 document contains confidential, proprietary, and/ or legally privileged information and must be kept confidential. By accepting a copy of this Process Document (whether by receipt of an electronic copy of or otherwise) (“**Acceptance**”), the recipient accepts the terms of this disclaimer notice, which forms an integral part of this Process Document. The recipient should not use this Process Document, or any other document annexed herewith for any purpose other than as stated herein. Further, no representation or warranty, expressed or implied, is made or given by or on behalf of the Liquidator, Insolvency Professional Entity or their affiliates or advisors (collectively the “**Parties**”) as to the accuracy, authenticity, completeness, correctness, or fairness of the information or opinions contained hereunder and receipt of this Process Document shall be deemed to be an unconditional acknowledgement by the recipient that the Parties do not accept any responsibility or liability for any information in the Process Document and therefore, any liability or responsibility is expressly disclaimed by the Parties.

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PROCESS DOCUMENT

1. DEFINITIONS

The key definitions are set out under **“Schedule-A”** hereto. Participants are requested to peruse the same prior to proceeding to read this Process Document (*defined below*).

2. BACKGROUND

- 2.1. Pursuant to the order of the Hon’ble National Company Law Tribunal, Mumbai Bench (**“NCLT/ Adjudicating Authority”**) dated August 09, 2021 (made available on September 23, 2021), EMCO Limited (**“EMCO/ Company/ Corporate Debtor”**) was admitted into liquidation under the provisions of the Insolvency and Bankruptcy Code, 2016, (**“I&B Code/ IBC”**) and insolvency professional, Mr. Sundaresh Bhat was appointed as the liquidator of the Company (**“Liquidator”**) to perform duties and exercise powers as the liquidator under the provisions of IBC and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**“Liquidation Process Regulations”**).
- 2.2. In view of the aforesaid and as per the provisions of I&B Code, the Liquidator issued an advertisement dated 08 March 2022 (**“Advertisement”**) to give notice to persons interested in participating in electronic auction sale process for purchase of Auction Asset (defined below). The terms of the Advertisement shall be deemed to form part of this process document (**“Process Document”**) and be included herein and in case of any inconsistency in any terms between the Process Document and the Advertisement, then the terms and conditions of the Process Document shall prevail, to the extent to such inconsistency.
- 2.3. The present Process Document sets out the process to be followed for participating in the electronic auction process for purchase of Asset (**“E-Auction Process”**). All documents required to be submitted hereunder must be submitted strictly as per the formats hereunder and any deviation therefrom may lead to disqualification of Bidder/ EoI Applicant (*defined below*) from the E-Auction Process.

3. AUCTION ASSET

- 3.1. It is hereby stated that EMCO as a whole including its legal entity, brand name and its financial assets, the particulars whereof (including the details of the assets included and the exclusions) are described in detail in **Schedule D** (**“Auction Asset”**) is available for sale under Regulation 32(e) of the Liquidation Process Regulations pursuant to the terms of the Process Document, as per the provision of I&B Code and its applicable regulations, on the terms contained hereunder and any other terms/ process documents that may be issued by the Liquidator in this regard (in each case as amended, varied, modified, supplemented or replaced from time to time).

- 3.2. The Auction Asset is being sold on an “as is where is basis”, “as is what is basis”, “whatever there is basis” and “no recourse basis” and the proposed sale of the Auction Asset does not entail a transfer of any title, except the title which EMCO has on its assets, as on date of such transfer **and will remain subject** to the receipt of requisite approvals, prior permissions/ consents/ no objection certificates, etc. of relevant authorities as applicable (including in connection with acquisition of the shareholding of EMCO), which shall be the sole responsibility and at the cost of the Successful Bidder.
- 3.3. All permissions, approvals, consents, concessions, reliefs, etc. that may be required or desired to be obtained by the Successful Bidder, with respect to the acquisition of the Auction Assets shall be the sole responsibility of the Successful Bidder, and the payment of the entire sale consideration shall be made, within a period of 90 days in accordance with applicable law, irrespective of the status of any such permissions, approvals, consents, concessions, reliefs, etc.
- 3.4. Notwithstanding anything contained herein, ownership and title, and the right to take possession/ lift/ move/ access/ enter/ dispose the Auction Asset, or any part of it, shall not vest with the Successful Bidder (*defined below*) until after the entire Sale Consideration (*defined below*) including all applicable duties, charges, cess, and taxes such as GST, TCS etc. has been paid by the Successful Bidder, sale certificate has been issued by the Liquidator and the requisite permissions/ approvals have been obtained by the Successful Bidder as may be inter alia required under Companies Act 2013 and/ or from NCLT, stock exchanges or SEBI, in relation to the acquisition of the Auction Asset/ share capital of EMCO by the Successful Bidder, in accordance with the provisions of the I&B Code and Applicable Laws. Hence, no ownership, title, interest, possession or other rights, vested or otherwise, shall be created in favour of the Successful Bidder merely upon payment of full Sale Consideration and payment of the same shall not imply legal transfer of the Auction Asset. The Liquidator will require the Successful Bidder to enter into definitive agreements, as per the formats provided by the Liquidator.
- 3.5. The Liquidator expressly reserves the right to abandon/ cancel/ terminate/ waive the E-Auction Process, or a part thereof contemplated hereunder (at any stage without any liability), including in the event no valid EOIs/ Bids are received for the Asset.

4. RESERVE PRICE

- 4.1. The Advertisement specifies the ‘reserve price’ (as per its meaning under the Liquidation Process Regulations), of the Auction Asset (“**Reserve Price**”) along with an indicative description of the Auction Asset and its applicable exclusions.
- 4.2. It is clarified that the Reserve Price of the Auction Asset is as per its meaning under I&B Code, and it is to be noted that a Bid cannot be placed at a value below the Reserve Price, in accordance with I&B Code and that the E-Auction Portal (*defined below*) will not allow a Bid to be placed at a value below the Reserve Price. A Bid can only be placed with an Incremental Bid Amount (*defined below*) for an amount higher than the Reserve Price. No Bid for an amount equal to, or lower than the Reserve Price will be valid or entertained.

- 4.3. A Bid can only be placed with an incremental bid amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) (“**Incremental Bid Amount**”) and any Bid that is not incremental to Reserve Price of the Auction Asset or where Bid is not a multiple of the Incremental Bid Amount, such Bid shall not be accepted by the E-Auction Portal (*defined below*).

5. ELIGIBILITY CRITERIA

- 5.1. IBC stipulates that a liquidator shall not sell the immovable and movable property or actionable claims of a corporate debtor in liquidation to any person who is not eligible to be a resolution applicant (as per its meaning under IBC). Therefore, no person shall be eligible to submit EOI/ Bid for purchase of the Auction Asset if it fails to meet the eligibility criteria as set out under Section 29A of IBC (as amended from time to time).
- 5.2. Therefore, if at any time during the E-Auction Process or thereafter, if the participant/ EoI Applicant/ Bidder/ Qualified Bidder/ Successful Bidder (as the context so requires) is no longer eligible as per the criteria stipulated herein and as per IBC, the said participant/ EoI Applicant/ Bidder/ Qualified Bidder/ Successful Bidder, will stand liable for rejection, disqualification and expungement from the E-Auction Process and no sale will be made to such participant/ EoI Applicant/ Bidder/ Qualified Bidder/ Successful Bidder. It is expressly clarified that allowance of a person through the various stages of the E-Auction Process cannot be assumed to be a confirmation from the Liquidator that the said person is not ineligible as per the I&B Code to purchase the Auction Asset.
- 5.3. It is to be noted that the EoI Applicant/ Bidder/ Qualified Bidder/ Successful Bidder must be the intended legal and beneficial owner of the Auction Asset. The Auction Asset will be transferred to the Successful Bidder only after it is confirmed that the said Successful Bidder is eligible in terms of Section 29A of I&B Code, notwithstanding payment of full Sale Consideration for the Asset. In case the Successful Bidder is deemed ineligible under Section 29A of I&B Code, the Liquidator reserves the right to disqualify such Successful Bidder and proceed to sell the Auction Asset to next highest bidder, as per the terms more specifically detailed in the Process Document. In case the Successful Bidder is found to be ineligible after being declared as the Successful Bidder, 100% (hundred per cent) of the Earnest Money Deposit will be forfeited.

6. SCHEDULE OF E-AUCTION PROCESS FOR AUCTION ASSET

The following schedule shall apply to the E-Auction Process for Auction Asset and shall be read in context of the terms and conditions set out hereunder. The schedule or a part thereof may be extended/ advanced/ modified/ altered/ waived by the Liquidator through issuance of communication/ amendment or addendum to the Process Document.

#	Date	Event Description
1.	08 March 2022	<u>Stage 1</u> Publication of Advertisement and issuance of Process Document.
2.	11 March 2022	<u>Stage 2</u> Last date for submission of Expression of Interest.
3.	21 March 2022	<u>Stage 3</u> Last date for conducting Due Diligence.
4.	22 March 2022	<u>Stage 4</u> Last date for submission of non-interest-bearing refundable/ adjustable Earnest Money Deposit.
5.	23 March 2022	<u>Stage 5</u> Declaration of Qualified Bidder(s).
6.	24 March 2022	<u>Stage 6</u> Date of E-Auction.
7.	25 March 2022	<u>Stage 8</u> Declaration of Successful Bidder.
8.	23 June 2022	<u>Stage 10</u> Payment of Balance Sale Consideration by Successful Bidder. Please note that in accordance with Applicable Laws, payment of Balance Sale Consideration made after thirty (30) days i.e., after 24 April 2022 shall attract interest at the rate of twelve per cent (12%). Provided that the sale shall be cancelled if the payment is not received within ninety (90) days i.e., on or before 23 June 2022.

7. STAGE DESCRIPTION

7.1. Stage 1 - Publication of Advertisement and issuance of the Process Document.

Stage completed.

7.2. Stage 2 – Last Date for Submission of Expression of Interest.

7.2.1. Expression of Interest (“**EoI(s)**”) are mandatorily required to be submitted in the name of the interested persons proposed to be the legal and beneficial owner of the Auction Asset

7.2.2. Interested parties are required to submit their EoIs along with the documents as set out hereinbelow, within the last date specified therefor as per the schedule provided under Clause 6 of the Process Document, in both soft copy through email with subject – “**Expression of Interest for EMCO Limited – E-Auction of the Asset**” to LQEMCO@bdo.in and sundareshbhat@bdo.in and through hardcopy in a plain sealed envelope at the address – BDO Restructuring Advisory LLP, Level 9, The Ruby, North West Wing, Senapati Bapat Road, Dadar (W), Mumbai 400028, India:

- (i) Expression of Interest Letter as per the “**Format-I**” set out hereunder (along with the documents required as set out under “**Annexure-1**” to Format-I),
- (ii) Duly executed Affidavit-cum-Undertaking as per the “**Format-II**” set out hereunder,
- (iii) Duly executed Affidavit under Section 29A of IBC as per the “**Format-III**” set out hereunder, and
- (iv) Duly executed Confidentiality Undertaking as per the “**Format-IV**” set out hereunder.

The documents set out above shall collectively referred to as an “**EoI Application(s)**”.

7.2.3. Persons not fulfilling the above conditions in relation to submission of EoIs are liable to be disqualified without any further communication, at any stage of the E-Auction Process.

7.2.4. Non-adherence to forms, documents or authorizations and/ or submission of incomplete information may be grounds for declaring that particular EoI as non-responsive and may be rejected. Each form, document or authorization has to be duly signed and appropriately stamped/ company seal affixed by the EoI Applicant.

7.2.5. If the EoI Applicant is submitting EoI Applications in consortium, each member of the consortium shall individually submit all documents/ annexures required under this Process Document. However, the documents of each member of the consortium shall be submitted to the Liquidator, collectively, along with a cover letter stating the lead member of the consortium, who (if the EoI successfully meets the stipulated criteria) will be treated as the Prospective Bidder (*defined hereinafter*).

7.2.6. The Liquidator reserves the right to communicate with the EoI Applicant for any further details, if required, in relation to the EoI submitted, at any stage, of the E-Auction Process.

7.2.7. The EoI Applicant shall not challenge nor seek extension or relaxation in any timelines (including but not limited to the timelines for conducting the due diligence) and/ or the terms and conditions of the Process Document.

7.2.8. By submitting EoI Applications, each EoI Applicant shall be deemed to acknowledge that it has carefully read the entire Advertisement and Process Document and has informed itself and deemed to have accepted all existing terms, conditions and limitations mentioned in the Advertisement, this Process Document, and any other information provided by the Liquidator which was uploaded on the website (www.emco.co.in) of the Corporate Debtor.

7.2.9. The EoI Applicants, who have submitted EoI Applications and are confirmed by the Liquidator in writing as entitled to further participate in the E-Auction Process shall be referred to as “**Prospective Bidders**”.

7.2.10. There will be no further communication to EoI Applicants, if their EoI Applications are rejected.

7.3. **Stage 3 - Due Diligence.**

7.3.1. Prospective Bidders shall be entitled to conduct due diligence for the Auction Asset, within the last date specified therefor as per the schedule provided under Clause 6 of the Process Document.

7.3.2. The due diligence process and rules are set out under **Error! Reference source not found.** hereto and all persons are required to strictly adhere to the same.

7.4. **Stage 4 - Last Date for submission of Refundable/ Adjustable Earnest Money Deposit.**

7.4.1. Prospective Bidders are mandatorily required to submit, within the timeline specified in the schedule set out under Clause 6 of the Process Document, a non-interest bearing adjustable/ refundable earnest money deposit, equivalent to 10% of the Reserve Price of the Auction Asset (“**Earnest Money Deposit**”/ “**EMD**”), into the Liquidation Account (“**Liquidation Account**”) through RTGS/ NEFT as per details below:

Name of the Bank Account: **EMCO Limited in Liquidation**

Account Number: **71240200002292**

Bank Branch: **JVPD JUHU**

Address: **SHARDA BHUVAN, V. M. ROAD, JUHU, VILE PARLE WEST, MUMBAI-400056**

IFS Code: **BARB0DBJHU**

MICR Code: **400012261**

7.4.2. The details of any remittances in this regard shall be submitted by the Prospective Bidder to the Liquidator. All the payments to be made by the Prospective Bidder under the E-Auction Process for the Auction Asset shall be intimated to the Liquidator through an email to LQEMCO@bdo.in along with proof of payment. The entire EMD amount shall be remitted by the Prospective Bidder from one bank account only which shall be in the name of the Prospective Bidder. The Prospective Bidder shall preserve the remittance challan and shall produce the same before the Liquidator as and when demanded. Detailed terms and conditions regarding EMD are contained hereinbelow.

7.5. Stage 5 - Declaration of Qualified Bidders.

7.5.1. Those Bidders who have submitted an EMD and other requirements and documents that were required to be met with in the earlier stages of the E-Auction Process for Auction Asset and intimated in writing by the Liquidator, shall be entitled to participate in the E-Auction Process and shall be termed as “**Qualified Bidder(s)**”.

7.5.2. The Bidders who have not submitted the requisite documents and EMD within the timeline mentioned under the schedule set out under Clause 6 of the Process Document will not be permitted to participate in the next stages of the E- Auction Process. There will be no further communication to Bidders, if they are ineligible to participate ahead in the E-Auction Process, contemplated in the Process Document.

7.5.3. The Qualified Bidders may be provided training on the E-Auction Platform before the date of the E-Auction as mentioned under the schedule set out in Clause 6 of the Process Document.

7.6. Stage 6 – Date of E-Auction.

7.6.1. Qualified Bidders shall be entitled to submit Bid(s) for an amount higher than the Reserve Price in accordance with the Incremental Bid Amount for purchase of Auction Asset, electronically on the website of the E-Auction Service Provider (*defined below*) on the date specified in the schedule set out in Clause 6 of the Process Document and in the manner and as per the terms of E-Auction set out under “**Schedule-B**” hereto.

7.6.2. The Login ID and password for Bid submission will be shared by the Liquidator.

7.6.3. Neither the Liquidator, nor his team/ associate/ advisors/ affiliates and/ or BDO Restructuring Advisory LLP and/ or E-Service Provider shall be liable for any internet network problem and/ or any technical difficulty and it shall be the sole duty and responsibility of the Eligible Bidders to ensure that they are technically well equipped for participating in the E-Auction Process.

7.6.4. The Eligible Bidders are advised to go through the detailed terms & conditions of E-Auction Process available on the web portal of E-Service Provider at (<https://ncltauction.auctiontiger.net>) and the technical terms and conditions of the E- Auction Process (provided in **Schedule-B** hereunder) before submitting their Bids.

7.6.5. A Bid shall be irrevocable, unconditional, firm, final and binding on the Bidder, as per the terms of this Process Document. It is clarified that no Bid which is not in a multiple of the Incremental Bid Amount and/ or is below or equal to the Reserve Price, shall be entertained in the E-Auction Process.

7.7. Stage 7 – Declaration of Successful Bidder.

- 7.7.1. The Liquidator shall declare the Successful Bidder (being the Bidder that places the highest bid in the E-Auction Process of the Assets) (“**Successful Bidder**”) as per the schedule set out in Clause 6 of the E- Auction Process Document. The amount of the highest bid so placed plus taxes, levies, transfer charges, cess, costs etc., as applicable, shall be the consideration for the sale of the Auction Asset to the Successful Bidder (“**Sale Consideration**”).
- 7.7.2. The Successful Bidder shall be invited to provide the Balance Sale Consideration within ninety (90) days of the date of such demand. In accordance with Applicable Laws: payments made after thirty (30) days shall attract interest at the rate of twelve per cent (12%). Provided that the sale shall be cancelled if the payment is not received within ninety days.
- 7.7.3. On payment of the full Sale Consideration, the Liquidator shall execute a sale certificate and enter into definitive agreements in accordance with Applicable Laws with the Successful Bidder to effectuate the sale/ transfer of Auction Asset, and the Auction Asset shall be transferred to the Successful Bidder in the manner specified therein and in accordance with Applicable Laws.
- 7.7.4. The transfer of the Auction Asset in favour of the Successful Bidder will remain subject to the receipt of requisite approvals, prior permissions/ consents/ no objection certificates, etc. of relevant authorities as applicable (including in connection with acquisition of the shareholding of EMCO), which shall be the sole responsibility of the Successful Bidder.
- 7.7.5. All permissions, approvals, consents, concessions, reliefs, etc. that may be required or desired to be obtained by the Successful Bidder, with respect to the acquisition of EMCO, shall be the sole responsibility of the Successful Bidder, and the payment of the entire Sale Consideration shall be made, within the abovementioned period of 90 days in accordance with Applicable Laws, irrespective of the status of any such permissions, approvals, consents, concessions, reliefs, etc.
- 7.7.6. The sale/ transfer of ownership and title of EMCO in favour of the Successful Bidder shall stand completed only upon the payment of the entire Sale Consideration plus applicable duties, charges, cess, taxes etc. by the Successful Bidder, the issuance of sale certificate by the Liquidator and the requisite permissions/ approvals have been obtained by the Successful Bidder as may be inter alia required under Companies Act 2013 and/ or from NCLT, stock exchanges or SEBI, in relation to the acquisition of the Auction Asset/ share capital of EMCO by the Successful Bidder, in accordance with the provisions of the I&B Code and Applicable Laws. Hence, no ownership, title or other rights, vested or otherwise, shall be created in favour of the Successful Bidder merely upon payment of full Sale Consideration and payment of the same shall not imply legal transfer of EMCO.

- 7.7.7. The right of selecting and declaring the Successful Bidder shall solely rest with the Liquidator at all times. The decision of the Liquidator in this regard shall be final and binding on the Bidders.
- 7.7.8. If the Successful Bidder is rejected for any reason whatsoever, the Liquidator may consider offers from other Bidder(s) for the Auction Asset or take any such measures as may be deemed fit at the sole discretion of the Liquidator.
- 7.7.9. The Successful Bidder will be required to bear all the expenses for transfer of the Auction Asset in his/ her/ its name. It is expressly stipulated that there are no implied obligations on the part of the Liquidator or Corporate Debtor, and it shall be solely the obligation of the Successful Bidder, at his/ her/ its own cost, to do all acts, things, and deeds whatsoever for the completion of the sale. The Liquidator does not take any responsibility to provide information on the same.
- 7.7.10. The Liquidator shall not proceed with the sale of the Auction Asset, if he has reason to believe that there is any collusion between the Bidder(s), or the Corporate Debtor's related parties and Bidder(s)/ buyers, or the creditors and the Bidder(s)/ buyer and shall submit a report to the Adjudicating Authority in this regard, seeking appropriate orders against the colluding parties.
- 7.7.11. The Successful Bidder has to make payment within 90 (ninety) days of being declared the Successful Bidder by the Liquidator. The payment has to be a direct remittance of the amount into Liquidation Account. Security receipts or non - cash instruments will not be accepted.
- 7.7.12. The payment obligation by the Successful Bidder has to be completed, irrespective of any kind of hindrances like labour strike, delay in court orders, any kind of settlement, attachments/ confiscations by government authorities/ departments or investigative agencies/ pendency of approval in relation to transfer of the Auction Asset, *etc.*

7.8. Stage 8 – Last Date for payment of Sale Consideration by Successful Bidder.

- 7.8.1. The date set out under the schedule set out in Clause 6 of the Process Document, shall be the last date for payment of Balance Sale Consideration by the Successful Bidder.
- 7.8.2. The details of any remittances in this regard shall be submitted by the Successful Bidder to the Liquidator. All the payments to be made by the Successful Bidder under the E-Auction Process shall be intimated to the Liquidator through an email to LQEMCO@bdo.in along with proof of payment. The entire Balance Sale Consideration shall be remitted by the Successful Bidder from one bank account only which shall be in the name of the Successful Bidder. The Successful Bidder shall preserve the remittance challan and shall produce the same before the Liquidator as and when demanded.

- 7.8.3. EMD of the second highest Bidder from the E-Auction (“H2”/ “H2 Bidder”) shall be withheld until the last date of payment of Sale Consideration for the Successful Bidder. If the Successful Bidder defaults in payment of Sale Consideration, the Liquidator may declare H2 Bidder as the Successful Bidder and accordingly, adjust the EMD of the H2 Bidder against the Sale Consideration to be received from the H2 Bidder.
- 7.8.4. In case the Successful Bidder defaults on its payment obligations as per the process contemplated herein, or if the Successful Bidder is rejected for any reason whatsoever, the Liquidator may consider offers from other Bidder(s) for the Auction Asset or take any such measure as may be deemed fit at the discretion of the Liquidator.
- 7.8.5. The Liquidator reserves his right to negotiate/ sell the Auction Asset to H2 Bidder/ next highest Bidder or any other Bidder, or person outside of the E-Auction Process in case the Successful Bidder is rejected/ disqualified/ defaults on its obligations hereunder, such as failing to make the complete payment towards Sale Consideration. In such cases, the Liquidator reserves the right to issue fresh/ revised terms and/ or revised timelines (as the situation may require) that may be notified upon the occurrence of such an event of default by the Successful Bidder. The Bidders shall be bound by the decision of the Liquidator in this regard.

8. EARNEST MONEY DEPOSIT- TERMS AND CONDITIONS.

- 8.1. The non-interest bearing adjustable/ refundable EMD to be submitted by a Prospective Bidder, in the Liquidation Account as per the terms of the Process Document, shall be equal to 10% of the Reserve Price of the Auction Asset.

8.2. Forfeiture of EMD

EMD furnished by the Bidder/ Successful Bidder can be forfeited by the Liquidator at any time, upon the occurrence of any of the following events at any stage of the E-Auction Process:

- 8.2.1. if there is a breach of any of the conditions under this Process Document by the Bidders or in case the Bidder/ Successful Bidder is found to have made any misrepresentation; or conceals any material information; or any information provided, or statement made by such Bidder/ Successful Bidder is found to be false and/ or misleading and/ or incomplete; or
- 8.2.2. if Bidder/ Successful Bidder is found to be ineligible to submit the Bid as per the conditions set out in Section 29A of I&B Code (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of I&B Code (as amended from time to time); or
- 8.2.3. if such Bidder/ Successful Bidder does not meet the eligibility criteria set out hereunder; or

- 8.2.4. if the Bidder/ Successful Bidder is found to be acting in collusion with the other Bidders or EMCO's related parties, or the creditors of EMCO; or
- 8.2.5. if the Bidder/ Successful Bidder at any point during the E-Auction Process, including but not limited to after being intimated by the Liquidator as the Successful Bidder, withdraws his Bid at any time or fails to make the complete payment of Sale Consideration due as per the terms of the Process Document and the Liquidation Process Regulations.
- 8.3. In case of the occurrence of any/ all of the events as abovementioned in Clause 8.2, the Liquidator will be at liberty to reject and annul the Bid and all the amounts deposited till that date by the Bidder/ Successful Bidder shall be forfeited. The Liquidator reserves his right to negotiate/ sell the Auction Asset to H2 Bidder/ next highest Bidder after the Successful Bidder in case the Successful Bidder is rejected/ disqualified/ defaults on its obligations hereunder, such as failing to make the complete payment towards Sale Consideration.
- 8.4. In cases of disqualification of the Bidder/ Successful Bidder, the Liquidator reserves the right to issue fresh/ revised terms and/ or revised timelines (as the situation may require) that may be notified upon the occurrence of such an event of default by the Successful Bidder. The Bidder/ Successful Bidders shall be bound by the decision of the Liquidator in this regard and shall not challenge or contest the decision of the Liquidator to forfeit the amounts as aforesaid or to reject the Bid/ or to sell the Auction Asset or negotiate with the next highest bidder, which decision(s) shall be final and binding on the Bidder/ Successful Bidder.
- 8.5. **Set-off of EMD of the Successful Bidder.**

Subject to the right of the Liquidator relating to forfeiture of EMD as abovementioned, the EMD shall be set-off against or used/ adjusted as part of the Sale Consideration that the Successful Bidder is required to pay for the Auction Asset for which his/ her/ its Bid has been declared successful.

8.6. **Refund of EMD.**

- 8.6.1. After declaration of Successful Bidder, other Bidders, save and except the H2 Bidder, will be eligible for a full refund (without interest) of EMD and any other monies that may have been deposited by them in the Liquidation Account, within fifteen (15) working days (Saturdays, Sundays and any notified public holidays shall be excluded) from such date. EMDs and other monies of the H2 Bidder shall be withheld until the conclusion of sale process of the Auction Asset so that in case the Successful Bidder is rejected/ disqualified/ defaults, the Liquidator may commence a process to determine the next Successful Bidder or declare the next highest Bidder as the Successful Bidder and accordingly, adjust the EMD of the next highest Bidder against the Sale Consideration to be received from such next highest Bidder.

8.6.2. Upon conclusion of the sale process i.e., after the Successful Bidder has deposited all amounts towards Sale Consideration in the Liquidation Account, EMD and any other monies deposited by the H2 Bidder shall be refunded within fifteen (15) working days (Saturdays, Sundays and any notified public holidays shall be excluded) therefrom. Notwithstanding anything to the contrary, the Successful Bidder will not be entitled to any refund of EMD and any other monies, as those amounts will be adjusted against the Sale Consideration, as per the terms and conditions herein. In case the E-Auction Process is cancelled or terminated due to any reason including at the instruction of a court of law, tribunal or at the discretion of the Liquidator, EMD submitted by Bidders shall be refunded without interest within fifteen (15) working days (Saturdays, Sundays and any other notified public holidays shall be excluded) from the date of notice of cancellation of the E-Auction Process by the Liquidator or court order, as may be applicable.

8.7. Non-interest bearing EMD.

Notwithstanding anything to the contrary, EMD or any other amounts whatsoever paid/ deposited by the Bidders/ Successful Bidder with the Liquidator shall not carry any interest whatsoever under any circumstances and any amounts that are required to be refunded by the Liquidator shall be refunded without any interest whatsoever.

9. COSTS, EXPENSES AND TAX IMPLICATIONS.

9.1. It is to be noted that over and above the Sale Consideration:

9.1.1. all taxes, duties, cess, transfer charges or other charges applicable (including stamp duty implications and registration charges) as applicable on sale of the Auction Asset would be borne by the Successful Bidder.

9.1.2. the sale may attract stamp duty, registration charges etc. as per relevant laws.

9.1.3. the Successful Bidder shall bear all the necessary expenses like applicable stamp duties, additional stamp duty, transfer charges, registration charges, fees, etc. for transfer of the Auction Asset in his/ her/ its name, if applicable.

9.1.4. the payment of all statutory/ non-statutory dues, taxes, rates, assessments, charges, fees, etc. owed by the Company to anybody in respect of the Auction Asset shall be the sole responsibility of the Successful Bidder.

9.1.5. the Successful Bidder has to bear cess or other applicable tax i.e., customs duty, excise duty, GST, TDS, TCS, etc.

9.1.6. The payment of all costs, charges, or expenses incurred towards obtaining permission/ approval/ consent/ no objection certificates from statutory and government authorities,

courts of law/ tribunals in respect of the Auction Asset and/ or transfer or acquisition thereof shall be sole responsibility of the Successful Bidder.

- 9.1.7. It shall be the sole responsibility of the Successful Bidder to liaise with government authorities etc. to effectuate transfer and seek permissions etc.
- 9.2. It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the Auction Asset in the name of the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.
- 9.3. The EOI Applicant/ Bidder/ Prospective Bidder/ Qualified Bidder/ Successful Bidder, as the case may be, shall be responsible for fully satisfying the requirements of I&B Code and the related regulations as well as all Applicable Laws, such as obtaining any requisite permissions/ approvals that may be inter alia required under Companies Act 2013 and/ or from NCLT, stock exchanges or SEBI in relation to acquisition of the Auction Asset/ share capital of EMCO that are relevant for the E-Auction Process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, or licenses, if any, that are or may be required under Applicable Laws for purchasing the Auction Asset.
- 9.4. It is the sole responsibility of the EOI Applicant/ Bidder/ Prospective Bidder/ Qualified Bidder/ Successful Bidder, as the case may be, to undertake the requisite diligence to determine all the implications of costs, expenses and tax in connection with participation in the E-Auction Process/ purchase of the Auction Asset and no reliance can be placed on contents hereunder or any oral discussions, in this regard.

10. E-AUCTION SERVICE PROVIDER AND E-AUCTION PORTAL.

- 10.1. The Liquidator shall shortly announce the electronic auction service provider (“**E-Auction Service Provider**”) hosting the e-auction portal.
- 10.2. The sale of the Auction Asset shall be undertaken by the E-Auction Service Provider for and on behalf of the seller (Liquidator herein) through the website portal of the E-Auction Service Provider (“**E-Auction Portal**”).

11. TERMS AND CONDITIONS.

The detailed terms and conditions of this E- Auction Process are contained under “**Schedule-C**” hereunder and form an integral part of this Process Document.

12. GOVERNING LAW AND JURISDICTION.

The Advertisement and any amendments thereto, to the Process Document and the other documents pursuant to, arising from, in connection with the Process Document shall be governed by the laws of India and any dispute arising out of or in relation thereto shall be subject to the exclusive jurisdiction of the Adjudicating Authority.

Sincerely,

Sd/-

Sundaresh Bhat

Liquidator of EMCO Limited

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Senapati Bapat Road, Dadar (W), Mumbai 400028.

SCHEDULE-A
DEFINITIONS

“**Adjudicating Authority**” or “**NCLT**” shall have the meaning ascribed to such term under Clause 2.1 of this Process Document.

“**Advertisement**” shall have the meaning ascribed to such term under Clause 2.2 of this Process Document.

“**Affidavit cum Declaration**” shall mean the Affidavit cum Declaration duly executed by the EOI Applicant as per the format contained under “Format-II”.

“**Affidavit under Section 29A**” shall mean the affidavit under Section 29A of I&B Code duly executed by the EOI Applicant as per the format contained under “Format-III”.

“**Applicable Law(s)**” 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 but not limited to the I&B Code, Liquidation Process Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, The Indian Contract Act, 1872, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as on the date of this Process Document or thereafter and each as amended or replaced from time to time.

“**Associate**” shall mean a person that, directly or indirectly, (a) controls; or (b) is controlled by; or (c) is under the common control, with the Bidder.

“**Auction Asset**” shall have the meaning ascribed to such term under Clause 3.1 of this Process Document.

“**Authorized Representatives**” shall mean person or persons holding in his/ her favour a board resolution or authority letter to represent his/ her company for performing necessary acts as required on behalf of the company to participate in the E-Auction Process of EMCO.

“**Balance Sale Consideration**” means the amount payable by the Successful Bidder towards purchase of the Auction Asset after adjusting the Earnest Money Deposit (*if any*) deposited in the present E-Auction Process including all applicable duties and taxes for example GST, TCS etc.

“**Bid**” shall mean any firm and final offer/ bid for purchase of the Auction Asset submitted together with all the requisite documents and EMD, as per the E-Auction Process contemplated hereunder.

“**Bidder**”/ “**Bidders**” shall mean the bidders participating in the E-Auction Process being the Prospective Bidders, Qualified Bidders and Successful Bidder, or any of them as the context may require or admit.

“**Control**” shall mean (a) the person holding more than 26% (twenty six percent) of the paid up and voting share capital in a company or (b) the ability to appoint and/ or remove the majority of the directors on the board of another company or (c) 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.

“**Confidentiality Undertaking**” shall mean confidentiality undertaking duly executed by the Prospective Bidder as per the format contained under “Format-IV”.

“**E-Auction Process**” shall have the meaning ascribed to such term under Clause 2.3 of this Process Document.

“**E-Auction Portal**” shall have the meaning ascribed to such term under Clause 10.2 of this Process Document.

“**E-Auction Service Provider**” shall have the meaning ascribed to such terms under Clause 7.1 of this Process Document.

“**Earnest Money Deposit**” or “**EMD**” shall, in case of the Bidder(s) have the meaning ascribed to such terms under Clause 7.4.1 of this Process Document.

“**EMCO**”/ “**Company**”/ “**Corporate Debtor**” shall have the meaning ascribed to such terms under Clause 2.1 of this Process Document.

“**EOI(s)**” shall have the meaning ascribed to such term under Clause 7.2.1 of this Process Document.

“**EOI Application(s)**” shall have the meaning ascribed to such term under Clause 7.2.2 of this Process Document.

“**EOI Applicant**” shall mean any person that has submitted an EOI Application.

“**Final Sale Consideration**” means the total consideration payable by the Successful Bidder towards the purchase of the Auction Asset.

“**H2**”/ “**H2 Bidder**” shall have the meaning ascribed to such term under Clause 7.8.3 of this Process Document.

“**I&B Code**” or “**IBC**” shall have the meaning ascribed to such terms under Clause 2.1 of this Process Document.

“**Incremental Bid Amount**” shall have the meaning ascribed to such term under Clause 4.3 of this Process Document.

“**Liquidation Account**” shall have the meaning ascribed to such terms under clause 7.4.1 of this Process Document.

“**Liquidation Process Regulations**” shall mean the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016.

“**Liquidator**” shall have the meaning ascribed to such term under Clause 2.1 of this Process Document.

“**Process Document**” shall have the meaning ascribed to such terms under Clause 2.2 of this Process Document.

“**Prospective Bidder**” shall have the meaning ascribed to such term under Clause 7.2.9 of this Process Document.

“**Qualified Bidder**” shall have the meaning ascribed to such term under Clause 7.5.1 of this Process Document.

“**Reserve Price**” shall have the meaning ascribed to such term under Clause 4.1 of this Process Document.

“**Sale Consideration**” shall have the meaning ascribed to such term under Clause 7.7.1 of this Process Document.

“**Site Visit**” shall have the meaning ascribed to such term under Clause 3 of Schedule C of this Process Document.

“**Successful Bid**” shall mean the highest bid submitted by a Bidder, for purchase of the Auction Asset.

“**Successful Bidder**” shall have the meaning ascribed to such term under Clause 7.7.1 of this Process Document.

SCHEDULE-B
TERMS & CONDITIONS OF E-AUCTION PROCESS

1. This is not an offer document and is issued with no commitment or assurances. This intimation document does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator/ EMCO.
2. In case no eligible EOI is received within the specified period, or no party submits an EMD or participates in the E-Auction Process, the said E-Auction Process shall be deemed to have failed (as per the meaning of failed auction under I&B Code), without prejudice to the rights of the Liquidator to proceed with a fresh auction sale. The Liquidator shall not be liable to issue any notice in regard to the failed auction or otherwise be liable in any manner whatsoever.
3. In case, any deficiencies are found in the documents submitted by the EOI Applicant/ Bidder(s), the Liquidator reserves the right, at its sole discretion, to reject such EOI Applicant/ Bidder or provide time as decided by the Liquidator to the EOI Applicant/ Bidder(s) to remedy the deficiencies in documents submitted. The timelines for such rectification shall be communicated at the appropriate stage/ time of the E-Auction Process by the Liquidator.
4. It is clarified that issuance of this Process Document does not create any kind of binding obligation on the part of the Liquidator or EMCO to effectuate the sale of the Auction Asset.
5. No oral communication with the Liquidator or any official, agent or representative of the Liquidator, any creditor or any class of creditors, any member of EMCO shall affect or modify any terms of this Process Document or the E-Auction Process. Any modifications to this Process Document or Advertisement shall be binding only if such modification/ amendment has been expressly published as a modification and made available by its publication on the website of the Corporate Debtor or by specific intimation/ communication.
6. If required, the Liquidator may conduct multiple rounds of auctions to maximize the realization from the sale of the Auction Asset, and to promote the best interests of the stakeholders.
7. A Bid shall be irrevocable, unconditional, firm, final and binding on the Bidder in the E-Auction Process.
8. In case there is no EOI Applicant/ Bidder or Qualified Bidder, the E-Auction Process shall be deemed to have failed (as per the meaning of failed auction under IBC), without prejudice to the rights of the Liquidator to proceed with a subsequent auction sale. The Liquidator shall not be liable to issue any notice in regard to the failed auction or otherwise be liable in any manner whatsoever.

9. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under IBC and its rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this Process Document.
10. To the extent practicable, and subject to the applicable exclusions, the Liquidator proposes to sell the Company as a legal entity under Regulation 32(e) of the Liquidation Process Regulations to maximize the overall recovery and the decision for sale of the Company as a legal entity shall be made by the Liquidator after taking cognizance of operational management matters to effectuate and practically enable the sale process for sale of the Company as a legal entity.
11. Notwithstanding anything to the contrary, in accordance with Applicable Law: the Successful Bidder shall make payment of the entire Sale Consideration within 90 (ninety) days of being declared as the Successful Bidder by the Liquidator. The sale shall be cancelled if the payment is not received within 90 (ninety) days.
12. The transfer of EMCO in favour of the Successful Bidder will remain subject to the receipt of requisite approvals, prior permissions/ consents/ no objection certificates, etc. of relevant authorities as applicable (including in connection with acquisition of the shareholding of EMCO), which shall be the sole responsibility of the Successful Bidder.
13. All permissions, approvals, consents, concessions, reliefs, etc. that may be required or desired to be obtained by the Successful Bidder, with respect to the acquisition of EMCO, shall be the sole responsibility of the Successful Bidder, and the payment of the entire sale consideration shall be made, within the abovementioned period of 90 days in accordance with Applicable Law, irrespective of the status of any such permissions, approvals, consents, concessions, reliefs, etc.
14. The sale/ transfer of ownership and title of EMCO in favour of the Successful Bidder shall stand completed only upon the payment of the entire Sale Consideration plus applicable duties, charges, cess, taxes etc. by the Successful Bidder, the issuance of sale certificate by the Liquidator and the acquisition of the share capital of EMCO by the Successful Bidder, in accordance with the provisions of the I&B Code and Applicable Laws. Hence, no ownership, title or other rights, vested or otherwise, shall be created in favour of the Successful Bidder merely upon payment of full Sale Consideration and payment of the same shall not imply legal transfer of EMCO.
15. It is understood that each Bidder has completed the required due diligence and has submitted a Bid and is agreeing to bid for the Auction Asset, with the full knowledge of the requirements of requisite regulatory consents, licenses, and approvals, statutory criteria/ fulfilment of other conditions etc. for transfer of ownership of the Corporate Debtor, and that the Successful Bidder has taken sufficient care and steps to ensure that before the stage of transfer of Auction Asset arrives, the Successful Bidder has the knowledge of and shall be able to meet all the conditions including obtaining requisite regulatory consents, licenses, and approvals, statutory criteria/ fulfilment of other conditions etc. in connection with transfer of the Auction Asset.

16. The E-Auction Process may be modified/ amended/ cancelled/ terminated or abandoned at any time at the sole discretion of the Liquidator on account of interest evinced from interested buyers to purchase EMCO as a whole including its legal entity, brand name and its financial assets.
17. Even in case a sole EOI Applicant/ Bidder is confirmed to participate in the E-Auction Process by the Liquidator, the said EOI Applicant/ Bidder, regardless of being the sole EOI Applicant/ Bidder qualified to participate in the E-Auction Process, will have to mandatorily undertake the process set by the Liquidator to submit a Bid as per terms and conditions of this Process Document.
18. The EOI Applicant/ Bidder is in receipt of critical information including commercially sensitive information relating to the Corporate Debtor and the Liquidator; and the EOI Applicant/ Bidder shall keep all such critical information, including the commercially sensitive information, confidential and shall not disclose or divulge such critical information or commercially sensitive information, to any person. The EOI Applicant/ Bidder shall use such critical information including the commercially sensitive information relating to the Corporate Debtor only for the purpose of submission of EOI Application/ Bid for the Auction Asset, in accordance with the terms of this Process Document.
19. The EOI Applicant/ Bidder shall indemnify the Corporate Debtor, the Liquidator, team members/ representatives of the Liquidator including the insolvency professional entity (BDO Restructuring Advisory LLP) and the Liquidator's advisors in the event of any claims or actions which may arise against the Corporate Debtor, the Liquidator, team members/ representatives of the Liquidator including the insolvency professional entity (BDO Restructuring Advisory LLP) and the Liquidator's advisors in relation to the E-Auction Process or the sale of the Auction Asset.
20. The Bidder represents that it has the necessary financial resources available to meet the payment obligations for Sale Consideration in case of being selected as Successful Bidder, as per the terms and conditions hereunder.
21. Notwithstanding anything contained herein and contrary thereto, the Liquidator may at any stage include an EOI Applicant/ Bidder for participation in the E-Auction Process. The Liquidator reserves the right to decide the procedure for including such potential Bidders into the E-Auction Process. All EOI Applicants/ Bidders agree and accept that the Liquidator has the right to accept or reject any bids even after the deadline as prescribed herein or at any stage of the E-Auction Process in order to maximize the realization from the sale of the Auction Asset in the best interest of the stakeholders.
22. The EOI Applicant/ Bidder hereby agrees and releases the Liquidator and his representatives and Corporate Debtor irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations set out under this Process Document, and/ or in connection with the submission of a Bid, and/ or sale of the Auction Asset,

and waives any and all rights and/ or claims which the EOI Applicant/ Bidder may have in this respect, whether actual or contingent, whether present or in future.

23. If the EOI Applicant/ Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in any manner whatsoever, the Liquidator reserves the right to reject and disqualify such EOI Applicant/ Bidder from the E-Auction Process and forfeit the Earnest Money Deposit. The EOI Applicant/ Bidder shall be solely responsible for such disqualification.
24. The EOI Applicant/ Bidder should make their own independent inquiries regarding the encumbrances, title of the Auction Asset put on sale/ e-auction and claims/ rights/ dues/ affecting the Auction Asset and should conduct their own due diligence prior to submitting their Bid. The Process Document does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The Auction Asset is being sold with all the existing and future encumbrances/ claims/ dues/ demands whether known or unknown to the Liquidator. The Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.
25. It should be the sole responsibility of the EOI Applicant/ Bidders to inspect and satisfy themselves about the Auction Assets before submission of the bid.
26. The Liquidator has the right to demand any documents from the EOI Applicant/ Bidder relevant to the E-Auction Process and in case the documents are not provided, the Liquidator may disqualify such EOI Applicant/ Bidder.
27. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, GST, etc. and also all the statutory/ non-statutory dues, taxes, rates assessment charges fees etc. payable to any government or authority in connection with the Auction Asset/ transfer of the Auction Asset.
28. The Liquidator has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ terminate/ cancel the E-Auction Process at any stage without assigning any reason therefor and without any liability.
29. The sale certificate will be issued and/ or transaction/ sale documents executed in the name of Successful Bidder only and will not be issued in any other name(s).
30. The sale of the Auction Asset shall be subject to the Applicable Law, the conditions prescribed under the provisions of I&B Code, and relevant regulations thereunder.
31. The Liquidator reserves the right to cancel, abandon or reject any EOI Applicant/ Bidder at any time during the E-Auction Process including after he has placed the Bid and has been declared the Successful Bidder.

32. All the terms and conditions as set forth in the Process Document, a copy of which has been provided to Bidder/ EOI Applicant and which has been read, understood, acknowledged and agreed by Bidder/ EOI Applicant; and which terms and conditions of the Process Document shall be binding on the Bidder/ EOI Applicant.
33. The decision of the Liquidator on declaration of Prospective Bidder, Qualified Bidder and Successful Bidder shall be final and binding on all the Bidders.
34. It is clarified that issuance of Process Document does not create any kind of binding obligation whatsoever on the part of the Liquidator or EMCO to effectuate the sale of the Auction Asset. All taxes/ levies of whatsoever nature in connection with the sale of the Auction Asset will be borne solely by the Successful Bidder.
35. The Liquidator reserves the right to suspend/ abandon/ cancel/ extend or modify the terms of E-Auction Process and/ or Process Document and/ or reject or disqualify any EOI Applicant/ Bidder at any stage of the E-Auction Process without assigning any reason and without any notice or liability of whatsoever nature.
36. Neither the EOI Applicant/ Bidders nor any of representatives of the EOI Applicant/ Bidders shall have any claims whatsoever against the Liquidator or his advisors/ representatives or any of their officials, agents or employees arising out of or relating to the E-Auction Process or sale of the Auction Asset.
37. Any notice of adjournment/ postponement/ cancellation/ termination of the electronic auction/ sale of the Auction Asset may be published on the website of the Company at www.emco.co.in or otherwise notified to the concerned parties, and no public notice thereof shall be published.
38. EOI Applicant/ Bidders shall not challenge nor seek extension or relaxation in timelines and/ or terms and conditions of the Process Document.
39. The EOI Applicant/ Bidders should thoroughly satisfy itself about the nature, conditions and quality of the Auction Asset being put on sale. The Liquidator gives no guarantee or warranty as to title of the Auction Asset or the conditions of the Auction Asset or/ its quality for any specific purpose or use. It should be clearly understood that no claim/ complaint about the quality/ conditions/ fitness for use/ title of the Auction Asset will be entertained by the Liquidator; and the EOI Applicant/ Bidders acknowledge that no such claim/ complaint would be maintainable against the Liquidator under any law or otherwise and the EOI Applicant/ Bidders expressly and irrevocably waive any right to make such claim/ complaint.
40. The Bidder agrees that it shall be presumed that all the facts were taken into account by the EOI Applicant/ Bidder while submitting its EOI Application/ Bid if participating in the E-Auction Process. Even if the EOI Applicant/ Bidder chooses not to inspect or conduct due diligence on the Auction Asset, it shall be presumed that the EOI Applicant/ Bidder has made himself aware of the physical condition, market value, etc., of the Auction Asset and therefore, no complaint/

claim against the same shall be entertained in this regard by the Liquidator after the submission of the Bid. The Bidder shall bear any and all risks arising out of the inadequacy or physical condition of the Auction Asset.

41. All the EOI Applicants/ Bidders are required to confirm that they are not ineligible under Section 29A of I&B Code.
42. Each EOI Applicant/ Bidders shall be deemed to acknowledge that it has carefully read the entire Advertisement and Process Document and has informed itself as to all existing conditions and limitations and understands that the same are binding on the EOI Applicant/ Bidder.
43. Notwithstanding anything stated in this Process Document to the contrary, the Liquidator reserves the right to verify the authenticity of the information/ documents submitted by the EOI Applicants/ Bidders and may request for any additional information or clarification or documents, as may be required by the Liquidator for purposes of verifying/ validating the eligibility of the EOI Applicants/ Bidders and sources of funds or any other information required by the Liquidator. The Liquidator reserves the right, at his sole discretion, to contact the EOI Applicant's/ Bidder's bank, lenders, financing institutions and any other person as may be necessary or expedient to verify the EOI Applicant's/ Bidder's information/ documents including sources of funds.
44. Further, it should be noted that at any stage of the E-Auction Process, the Liquidator may ask for any documents from the EOI Applicants/ Bidders to evaluate their eligibility. The Liquidator, at his discretion may disqualify the EOI Applicant/ Bidder for non-submission of the requested documents.
45. The Liquidator reserves his right to halt any questionable/ non-compliant/ illegal activities that may be on-going in respect of the Auction Asset and until such time as till such questionable/ non-compliant/ illegal activities are not stopped and matters resumed to the satisfaction of the Liquidator, the Successful Bidder agrees that the entire area containing the Auction Asset may be sealed by the Liquidator for such time and all persons other than those of the Liquidator may be expelled from such area containing the Auction Asset. In case any such questionable/ non-compliant/ illegal activities are attributable to the Successful Bidder, the security and related expenses will be borne by the Successful Bidder and the Liquidator reserves the right to forfeit the Sale Consideration as well as terminate the agreement to sell the Auction Asset entered into between the Corporate Debtor, through the Liquidator and the Successful Bidder.
46. It shall be the sole responsibility of the Successful Bidder to obtain necessary permissions, approvals etc. from the relevant statutory/ governmental authorities, courts of law/ tribunals as may be required to effectuate the transfer of the Auction Asset in accordance with Applicable Laws and to ensure that the Corporate Debtor and Liquidator do not receive any claims on account of the transfer of the Auction Asset in favour of the Successful Bidder.

47. The Successful Bidder shall be responsible for maintaining the security and safekeeping of the Auction Asset and any spare parts, equipment etc. upon payment of the full and final Sale Consideration towards the Auction Asset. The Liquidator shall not be liable to maintain the security of the Auction Asset.

Technical Terms & Conditions of E-Auction Process

48. The Bidders/ Qualified Bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider.
49. The Bidders/ Qualified Bidders have to register with the E-Auction Service Provider.
50. The Bidder/ Qualified Bidders 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 Liquidator. Hence, Bidders are cautioned to be careful to check the Bid amount and alter/ rectify their Bid if required before confirming the Bid submission.
51. The Bidder/ Qualified Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone so as to safeguard its secrecy.
52. The Bidder/ Qualified Bidders are advised to change the password immediately on receipt thereof.
53. In case of the Bidder/ Qualified Bidder being an individual, the formats/ affidavits/ declaration/ letters must be personally signed by the Bidder/ Qualified Bidder. In case the Qualified Bidder is not an individual, the declaration must be signed by an Authorized Signatory who is in the full time employment of the Qualified Bidder. The Authorized Signatory/ Representatives shall mean person or persons holding in his/ her favor a board resolution or authority letter to represent his/ her company for performing necessary acts as required on behalf of the company to participate in the E-Auction Process of EMCO.
54. After the conclusion of the e-auction for the Auction Asset, the highest Bidder may be informed through a message generated automatically on the platform regarding the outcome of the E-Auction Process. However, this does not automatically constitute the highest Bidder as the Successful Bidder. A separate communication will be issued by the Liquidator, declaring the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the intimation.
55. Qualified Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Qualified Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submission of Bid.

SCHEDULE-C
DUE DILIGENCE RULES

1. Due Diligence

- 1.1. The Liquidator shall permit Prospective Bidders to undertake and conduct due diligence of the Auction Asset. The Liquidator shall provide Prospective Bidders access to a Virtual Data Room wherein the information sheets and details/ information regarding the Auction Asset will be contained.
- 1.2. The Liquidator shall endeavor to provide assistance on a best effort basis to facilitate the conduct of due diligence. The information and documents available with the Liquidator shall be provided by the Liquidator in good faith and on a best effort basis.
- 1.3. EMCO is proposed to be sold on an “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis” and the proposed sale of the Auction Asset does not entail transfer of any title, except the title which the Company has on its asset as on the date of transfer. All local taxes/ maintenance fee/ electricity/ water charges/ annual lease rentals/ unearned income in case of leasehold properties, operational charges etc., outstanding as on date or yet to fall due in respect of the Auction Asset should be ascertained by the Prospective Bidders and would be borne by the eventual purchaser. By undertaking the E-Auction Process, the Prospective Bidders accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Auction Asset.
- 1.4. Incomplete or non-undertaking of due-diligence and non-attendance at the Site Visit (*defined below*) on the part of a Prospective Bidders cannot be used as a reason for requesting additional time in the E-Auction Process or otherwise.
- 1.5. The Prospective Bidders shall not be entitled to receive re-imbusement of any expenses which may have been incurred in towards submission of bid/ offer and/ or for carrying out of due diligence, search of title to the Auction Asset and matters incidental thereto or for any purpose in connection therewith.
- 1.6. The Prospective Bidders shall be deemed to have full knowledge of the Company, at the time when it submits its Bid, irrespective of whether or not the Prospective Bidders actually inspects or participates in the Site Visit or verifies the documentation or undertakes due diligence and shall not cite lack of information to challenge the Liquidator, his processes, Corporate Debtor nor use lack of information for defaulting on payment in the event declared as the Successful Bidder.

2. Virtual Data Room (VDR/ Data Room) Rules

- 2.1. The rules set out below shall regulate the terms of use of the information, facilities, and documents, including any commercially sensitive information, provided in the Data Room.

- 2.2. The rules set out below shall regulate the terms of use of the information, facilities, and documents, including any commercially sensitive information, provided in the Data Room.
- 2.3. Every person given VDR access shall at all times strictly comply with these rules.
- 2.4. These rules apply to each and every occasion that the Data Room is accessed.
- 2.5. Confidentiality

Access to and review of the information, documents contained in the Data Room or received in the course of the due diligence process, including any commercially sensitive information in relation to the Corporate Debtor shall be treated as confidential and shall be subject to the provisions of the Confidentiality Undertaking and the I&B Code and other terms stipulated by the Liquidator. The terms and conditions of the Confidentiality Undertaking are incorporated herein by express reference and shall apply *mutatis mutandis* to all information and documents contained in the Data Room or received in the course of the due diligence process. In this regard, all references to the “Disclosing Party” in the Confidentiality Undertaking shall be construed to include references to the Liquidator (acting on behalf of the Corporate Debtor) and personnel/ advisors of the Liquidator.

- 2.6. The documents and the information set out in the Data Room are confidential in nature and contain commercially sensitive information.
- 2.7. The Prospective Bidders shall be permitted to use the Data Room for carrying out a due diligence exercise on the Corporate Debtor only as per the relevant Stage hereunder after which such permission shall be revoked by the Liquidator.
- 2.8. Documents contained in the Data Room or as obtained during the due diligence process, shall not be copied without the prior written permission of the Liquidator.
- 2.9. The Liquidator/ his team will co-ordinate for providing data access on a best effort basis.
- 2.10. Any written or oral information or representation supplied or made in connection with the use of the Data Room or any investigation or negotiations shall not be considered as constituting an offer or invitation for the sale of any securities or assets or as a prospectus, offering circular or offering memorandum or the solicitation of an offer to buy or acquire securities of the Corporate Debtor or any of its subsidiaries or affiliates in any jurisdiction or as an inducement to enter into investment activity, and shall not be considered as forming the basis of or relied upon or in connection with any contract, agreement, undertaking, understanding or any commitment or investment decision whatsoever.
- 2.11. Nothing contained in the Data Room is, or shall constitute a representation or warranty, expressed or implied, as to the accuracy or completeness of the information disclosed in the

Data Room or in any other written or oral communication transmitted or made available by the Liquidator.

- 2.12. Nothing contained in the Data Room is, or shall be relied upon as, a proposal, offer, promise or representation, whether as to the past, current or future performance of the Corporate Debtor;

3. Site Visits

- 3.1. The Prospective Bidders may request the Liquidator to arrange for physical verification and visit of the Auction Asset (“**Site Visit**”).
- 3.2. The Prospective Bidders, who are/ is desirous of undertaking a Site Visit, may depute a team comprising of a maximum of 4 (four) authorized personnel of the Prospective Bidders, for such a Site Visit. The Prospective Bidders shall intimate the Liquidator at least 48 (fourty Eight) hours prior to the suggested date of the Site Visit along with details of the said authorized personnel such as full names along with copies of their identify proof in the form of passport copy/ Aadhar card copy/ PAN Card copy, of the Prospective Bidders, and Liquidator shall assist in facilitating the request of the Prospective Bidders on a best effort basis. The Site Visit shall be conducted upon the date so agreed upon by the Liquidator. The Liquidator shall make reasonable endeavors to schedule the Site Visit on the date(s) requested by the Prospective Bidders, depending on the availability of Corporate Debtor officials, the Liquidator and the Liquidator’s representative(s). The Liquidator may communicate, in advance, to such Prospective Bidders, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a Site Visit without providing any reason whatsoever, irrespective of the request of the Prospective Bidders.
- 3.3. Any unauthorized contact with the Corporate Debtor, the Liquidator and the Liquidator’s representatives/ affiliates/ advisors such as recording of conversations at any time, taking photographs and videos at the site may result in disqualification of the Prospective Bidders from the E-Auction Process and are strictly prohibited.
- 3.4. It is hereby clarified that the Prospective Bidders 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 Prospective Bidders.
- 3.5. All costs and expenses associated with such Site Visits by the Prospective Bidders, will be borne solely by the Prospective Bidders. The Prospective Bidders shall not be entitled to receive re-imbusement of any expenses which may have been incurred in connection with submission of offer/ bid, and/or for carrying out of Site Visit, due diligence, search of title to the Auction Asset and matters incidental thereto or for any purpose in connection with the Auction Asset.

- 3.6. It is acknowledged that the Liquidator has no obligation to respond to any queries with regard to the Auction Asset and the Liquidator shall incur no liability in case no response is provided. Any such clarification taken shall be valid and binding only if given in writing from the Liquidator.

- 3.7. The Liquidator may amend/ revise/ supplement the aforesaid at any stage and all such change shall be valid and binding and the Liquidator reserves the right to modify or amend the present procedures and the timelines with respect to the use of the Data Room and the contents thereof, at any time and at the sole discretion of the Liquidator. This document is not for further circulation.

SCHEDULE-D**DESCRIPTION OF AUCTION ASSET****The Auction Assets include the below:**

Sr. No.	List and short particulars of the assets	Location - Address
1	Flat No T1-301, Saket Tower, Majiwada, Thane, Maharashtra	Flat No T1-301, Saket Tower, Majiwada, Thane, Maharashtra
2	Flat No T1-303, Saket Tower, Majiwada, Thane, Maharashtra	Flat No T1-303, Saket Tower, Majiwada, Thane, Maharashtra
3	Flat No T1-404, Saket Tower, Majiwada, Thane, Maharashtra	Flat No T1-404, Saket Tower, Majiwada, Thane, Maharashtra
4	Flat No T1-603, Saket Tower, Majiwada, Thane, Maharashtra	Flat No T1-603, Saket Tower, Majiwada, Thane, Maharashtra
5	Flat No T2-604, Saket Tower, Majiwada, Thane, Maharashtra	Flat No T2-604, Saket Tower, Majiwada, Thane, Maharashtra
6	Flat No T2-804, Saket Tower, Majiwada, Thane, Maharashtra	Flat No T2-804, Saket Tower, Majiwada, Thane, Maharashtra
7	Flat No B7-203, Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No B7-203, Saket Co Operative Society, Majiwada, Thane, Maharashtra
8	Flat No B8-304, Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No B8-304, Saket Co Operative Society, Majiwada, Thane, Maharashtra
9	Flat No A1-404 Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No A1-404 Saket Co Operative Society, Majiwada, Thane, Maharashtra
10	Flat No B4-404, Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No B4-404, Saket Co Operative Society, Majiwada, Thane, Maharashtra
11	Flat No A4-504, Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No A4-504, Saket Co Operative Society, Majiwada, Thane, Maharashtra
12	Flat No B7-601, Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No B7-601, Saket Co Operative Society, Majiwada, Thane, Maharashtra
13	Flat No B7-701, Saket Co Operative Society, Majiwada, Thane, Maharashtra	Flat No B7-701, Saket Co Operative Society, Majiwada, Thane, Maharashtra
14	Flat No C3-701, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra	Flat No C3-701, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra
15	Flat No C4-701, Kalyan Nandi At Lok Dhara, Kalyan (E), Maharashtra	Flat No C4-701, Kalyan Nandi At Lok Dhara, Kalyan (E), Maharashtra
16	Flat No C2-702, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra	Flat No C2-702, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra

17	Flat No C4-703, Kalyan Nandi At Lok Dhara Kalyan (E) , Maharashtra	Flat No C4-703, Kalyan Nandi At Lok Dhara Kalyan (E), Maharashtra
18	Flat No C1-704, Kalyan Tripura At Lok Dhara, Kalyan (E) , Maharashtra	Flat No C1-704, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra
19	Flat No C2-705, Kalyan Tripura At Lok Dhara, Kalyan (E) , Maharashtra	Flat No C2-705, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra
20	Flat No C2-706, Kalyan Tripura At Lok Dhara, Kalyan (E) , Maharashtra	Flat No C2-706, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra
21	Flat No C3-706, Kalyan Tripura At Lok Dhara, Kalyan (E) , Maharashtra	Flat No C3-706, Kalyan Tripura At Lok Dhara, Kalyan (E), Maharashtra
22	Jalgaon Mehrun Plot including the building structures	Plot No.15 & 16, Gut No. 413 , Mehrun, Jalgaon, Maharashtra
23	Nagpur Land	Survey No.10, 59,61/1,61/2,62 Mouza Chimnazari, tahsil Nagpur (Rural), disctric Nagapur, Patwari Halka No. 84, Nagpur, Maharashtra
24	Rajkot Land	Survey No. 774, Meravader, Rajkot, Gujarat
25	Rahkui Land	Survey No. 129/2, 129/3, 129/4 Taluka Waghodia, Dist. Waghodia, Gujarat
26	Delhi office	Flat No. 401,411, 412, Devika Tower, Nehru Place, Delhi office
27	Kolkata Office	Unit No.203, Om Tower, 32 Chowringhee Road , Kolkata
28	Ascot-Raheja Garden Flat No. 1203	Flat No.1203, 12th Floor, Ascot, Raheja Gardens, L. B. S. Marg, Thane
29	Ascot-Raheja Garden Flat No. 1204	Flat No.1204, 12th Floor, Ascot, Raheja Gardens, L. B. S. Marg, Thane
30	Investments (Morarka + Cozy Properties), other investments	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
31	Helicopter BELL 427 (16.68% Share)	Airport Authority of India, Opp Nanawati Hospital VileParle (w). Next to Indian oil petrol pump
32	Income Tax receivables	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
33	Indirect Tax receivable	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
34	Trade Receivables	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
35	Vadodara-Inventory	Survey No. 519, 520, 521, 523Vilage Asoj, Dist.Vadodara, Gujarat -Asoj Factory Land
36	Bihar-Inventory	Mouza Karigaon, Thana No.558, Anchal, Mohaniya, Dist. Kaimur Bihar

37	Jalgaon 1-Inventory	Plot No. N104 MIDC Internal Road, Jalgaon industrial Area, Ajantha Road, Jalgaon 425003
38	Jalgaon 2-Inventory	Gut No. 113,114,115, Village Umale, Jalgaon, Maharashtra - J2 Plant
39	ORAI-Inventory	Etah sikohabad Highway, Near sakit Road, Chaprai Village, Etah UP - 207001
40	Raigarh Puglur-Inventory	35, Pemberthy. Jangaon, M.D. Dist Jangaon , Telangana - 506167
41	Thane-Inventory	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
42	Other financial assets	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
43	Thane Factory Land & Building	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
44	Vadodara Factory Land & Building	Survey No. 519, 520, 521, 523Vilage Asoj, Dist.Vadodara, Gujarat -Asoj Factory Land
45	Jalgaon- N104 MIDC -J1 Factory Land & Building	Plot No. N104 MIDC Internal Road, Jalgaon industrial Area, Ajantha Road, Jalgaon 425003
46	Jalgaon- Umala -J2 Factory Land & Building	Gut No. 113,114,115, Village Umale, Jalgaon, Maharashtra - J2 Plant
47	Silvassa Land	survey NO. 207,208, Village Umarkui, U.T of Dadra and Nagar Haveli
48	Thane factory- plant and equipment	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
49	Vadodara factory- plant and equipment	Survey No. 519, 520, 521, 523Vilage Asoj, Dist.Vadodara, Gujarat -Asoj Factory Land
50	Jalgaon- N104 MIDC -J1 Factory - PPE	Plot No. N104 MIDC Internal Road, Village Mehrun, Jalgaon, Maharashtra J1 Plant
51	Jalgaon- Umala -J2 - plant and equipment	Gut No. 113,114,115, Village Umale, Jalgaon, Maharashtra - J2 Plant
52	Other locations- plant and equipment -Merrut	Kithore Road, Hasanpur Chungi Meerut
53	Audi Q7 MH -19 - AS -1111 YOM 2010	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
54	Fortuner MH-19-BU-9933 YOM 2015	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
55	Honda City MH-19-BU-2826 YOM 2014	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
56	Honda Civic MH-19-AX -0029 YOM 2010	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
57	Innova MH-19-BU-0023 YOM 2014	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
58	Duster MH-19-BU-0221 YOM 2014	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
59	Innova MH-19-BU-2496 YOM 2014	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra

60	Bike MH15 AN 2964	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
61	Bike MH04 BL 1614	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
62	Bike CG04 CD 3363	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
63	Bike MH15BF 882	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra
64	Xylo Car GJ-6DB 7150	Survey No. 519, 520, 521, 523 Vilage Asoj, Dist.Vadodara, Gujarat -Asoj Factory Land
65	Tata ACE GJ 6Z 9715	Survey No. 519, 520, 521, 523 Vilage Asoj, Dist.Vadodara, Gujarat -Asoj Factory Land
66	Fortuner MH 19 CF 0333 YOM 2016	Gut No. 113,114,115, Village Umale, Jalgaon, Maharashtra - J2 Plant
67	Innova MH-19-AP-4974 YOM 2010	Gut No. 113,114,115, Village Umale, Jalgaon, Maharashtra - J2 Plant
68	Tata Sumo MH-19-AX-5631 YOM 2011	Plot No. N104 MIDC Internal Road, Jalgaon industrial Area, Ajantha Road, Jalgaon 425003
69	Bike MH-19-H-5389 YOM 1997	Plot No. N104 MIDC Internal Road, Jalgaon industrial Area, Ajantha Road, Jalgaon 425003
70	Bike MH-19-D-7074 YOM 1994	Plot No. N104 MIDC Internal Road, Jalgaon industrial Area, Ajantha Road, Jalgaon 425003
71	The Legal Entity EMCO Limited - Including its financial assets, Brand name, intangible assets and carry forward losses etc. (please refer the audited financials of F.Y. 2021 EMCO Limited contained in the VDR for details & any other asset not listed above)	Plot No. F-5, Thane Industrial Estate, Road No.28, Wagle Estate, Thane West, Maharashtra

Exclusions from the Auction Asset:

1. ICICI bank ATM machine lying in the Thane factory of the Corporate Debtor
2. Two Vehicles – Skoda Superb bearing registration number MH 19 CM 1919 and Toyota Innova bearing registration number MH 19 CF 3350
3. MSEDCL transformer lying in Thane factory warehouse (repair job)
4. MSEDCL meter in Thane Plant, Jalgaon plants.
5. Gas connection pipeline and meter provided by Mahanagar Gas Limited in Thane plant
6. Oxygen Cylinders belonging to M/s Kumar Oxygen
7. Gujarat Electricity Board's meter in Vadodara Plant and Gujarat Gas connection
8. Financial records pertaining to the CIRP and Liquidation process of the Corporate Debtor
9. MPLS router and rooftop Airtel antenna installed at the Thane plant, Jalgaon and Vadodara plant

10. Any kind of reports available with the Liquidator
11. Certain printers belonging to third parties kept at Thane office of the Corporate Debtor (please refer VDR for the detailed list)
12. Table and chairs, air conditioners, sofa, water purifier, other office equipment belonging to Shekhawati Transmission Private Limited at the thane corporate office of the Corporate Debtor
13. Crockery, plates etc. in the cafeteria area of the Thane plant – belonging to the cafeteria contractor
14. Any records, files kept by the workmen (personal belongings) in their respective lockers in the Thane, Vadodara, Jalgaon plants
15. 31 nos. UHP Nitrogen Cylinders kept in Thane plant belonging to a contractor
16. Tata Communication Router, UPS and network rack kept at Thane Plant
17. Any Third-Party assets lying anywhere in the company premises as and when discovered and claimed by the third party with proof

Note: kindly refer virtual data room for the detailed list of exclusions from the Auction Asset

FORMAT-I - LETTER FOR EXPRESSION OF INTEREST

Date: [●] March 2022

To,

Mr. Sundaresh Bhat

Liquidator of EMCO Limited

IBBI Registration no. IBBI/IPA-001/IP-P00077/2017-18/10162

BDO Restructuring Advisory LLP

Level 9, The Ruby, North-West Wing,

Senapati Bapat Road, Dadar (W),

Mumbai 400028, INDIA

Email: LQEMCO@bdo.in.

Sub: Expression of Interest (“EoI”) pursuant to Process Document dated [●] March 2022 in the liquidation process of EMCO Limited (“EMCO/ Company/ Corporate Debtor”).

Dear Sir/Madam,

Pursuant to your Process Document dated [●] March 2022 (“**Process Document**”), we, [*insert Name of the Company/ entity*], having registration number [●], at [*insert Registered Address*] hereby submit our Expression of Interest towards the Auction Asset as described in Clause 3.1 of the Process Document.

We have attached necessary information as requested in the Process Document.

The information furnished by us in this EoI is true, correct, and accurate to the best of our knowledge. All terms used herein, which are defined under the Process Document, shall have the respective meanings ascribed to such terms thereunder.

We hereby acknowledge and undertake that:

- (a) We have reviewed the Process Document and are aware of the terms and conditions contained therein and hereby accept the same.
- (b) We agree and acknowledge that the Liquidator and/ or the Company or any of its stakeholders do not provide any representation, warranty in relation to the Corporate Debtor or the Auction Asset and the expression of Interest is based on our own independent verification and diligence.
- (c) We acknowledge that the Liquidator has the sole right to determine at his discretion, our eligibility, and may reject our EoI Application without assigning any reason and without any liability whatsoever;

- (d) The Liquidator reserves the right to request for additional information or clarification(s) from us for the purposes of the EoI and we shall promptly comply with such requirements. Failure to satisfy the queries of Liquidator may lead to rejection of our EoI.

Please see enclosed herewith:

- (1) Confidentiality Undertaking
- (2) Affidavit under Section 29A
- (3) Affidavit-cum-Declaration

Sincerely,

On behalf of the firm/company/organization:

Signature: _____

Name of authorized signatory:

Designation:

Company Seal/stamp

Enclosures: (Annexures)

[The authorized signatory shall be duly authorized by Board resolution and/ or duly executed power of attorney and the expression of interest shall be accompanied with the said resolution/ power of attorney authorizing the signatory to execute and submit the expression of interest. In case of Consortium Applicant, the EoI shall be signed by each member]

ANNEXURE-I TO FORMAT-1

Supporting Documents to be submitted along with EOI

1. Details of the EoI Applicant as set out hereinbelow.
 - a. Name and address:

Name of the EoI Applicant:
Address:
Telephone No:
Fax:
Email:
 - b. Ownership Structure and Composition of the EoI Applicant:
 - c. Date of establishment of EoI Applicant:
 - d. Core area of expertise of the EoI Applicant:
 - e. Contact Person:

Name:
Designation with EoI Applicant:
Telephone No:
Email:
 - f. PAN No. or equivalent details of EoI Applicant:
 - g. Current Address-Proof:
 - h. Valid e-mail ID:
 - i. Landline and Mobile Phone number:
 - j. Authorization to the Signatory (in case the bidder is a legal entity):
2. Business Profile of the EoI Applicant:
3. Legal Documents: Copies of Certificate of Registration and Constitutional Documents of the EoI Applicant
4. Passport copies of directors/ partners/ individual

5. Preceding 3 (three) years audited financial results of the EoI Applicant.
6. Demonstration of fund availability: Net Worth statement/ financial statement substantiating funds availability of the EoI Applicant. In case of Asset Reconstruction Company or the like, a CA certificate confirming funds deployable will have to be provided.
7. Board Resolution/ Power of Attorney authorizing the submission of EoI and authorizing a person to act on behalf of the EoI Applicant.
8. Statement giving details if the EoI Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved by the Adjudicating Authority at any time in the past.

If in case EoI is submitted by a consortium, all of the above details of consortium members in respect of each of the consortium members along with a consortium agreement.

FORMAT-II-AFFIDAVIT-CUM-DECLARATION

<<to be executed on Rs.100 stamp paper and notarized>>

Date: [●] March 2022

To,

Mr. Sundaresh Bhat

Liquidator of EMCO Limited

IBBI Registration no. IBBI/IPA-001/IP-P00077/2017-18/10162

BDO Restructuring Advisory LLP
Level 9, The Ruby, North-West Wing,
Senapati Bapat Road, Dadar (W),
Mumbai 400028, INDIA
Email: LQEMCO@bdo.in

Dear Sir,

This is in reference to the E-Auction Process under the document for electronic auction process commenced vide Advertisement dated [●] March 2022 and its subsequent amendments and addendums if any ('**Process Document**').

We say that all terms used herein, which are defined under the Process Document, shall have the respective meanings ascribed to such terms thereunder.

In relation to the captioned matter, I/ We hereby represent, undertake, acknowledge, and confirm that:

1. I/ We do hereby state that, I/ We have read the entire terms and conditions contained for the sale of Auction Asset as specified in the Process Document and have understood them fully. I/ We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-Auction Process.
2. All the terms and conditions as set forth in the Process Document, a copy of which has been provided to us, has been read, understood, acknowledged and agreed by us; and the terms and conditions of the Process Document shall be deemed to be specifically incorporated herein and expressly acknowledged and agreed by us.
3. I/ We understand and agree that if any of the statement/ information made/ provided 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 any monies paid by me/ us is liable to be forfeited by the Liquidator and the Liquidator will be at liberty to annul the offer made to me/ us at any point of time.

4. I/ We understand and agree that the EMD shall not bear interest under any circumstances. In case we are the second highest bidder in the E-Auction Process of the Auction Asset, the Liquidator may retain our EMD in accordance with the terms of the Process Document, in order to consider (but not necessarily to accept) the bid submitted by the second highest Bidder.
5. All decisions taken by the Liquidator under the Process Document including with respect to the selection of the Prospective Bidder, Qualified Bidder etc. shall be binding on me/ us.
6. The decision taken by the Liquidator with respect to the selection of the Successful bidder shall be binding on me/ us.
7. I/ We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and/ or additions or deletions to the time of auction portal and property(ies) being offered for sale.
8. I/ We hereby agree and release the Liquidator and his representatives and the Corporate Debtor irrevocably, unconditionally, fully and finally, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations set out under this Process Document, and/ or in connection with the submission of a Bid, and/ or sale of the Auction Asset, and waive any and all rights and/ or claims which I/ we may have in this respect, whether actual or contingent, whether present or in future.
9. I/ We hereby undertake that in the event of us being declared as the Successful Bidder, all permissions, approvals, consents, concessions, reliefs, etc. that may be required or desired to be obtained, with respect to the acquisition of the Auction Asset shall be the sole responsibility of the Successful Bidder, and the payment of the entire Sale Consideration shall be made, within a period of 90 days in accordance with Applicable Law, irrespective of the status of any such permissions, approvals, consents, concessions, reliefs, etc.
10. I/ We hereby agree and understand that the sale/ transfer of ownership and title of the Auction Asset in favour of the Successful Bidder shall stand completed only upon the payment of the entire Sale Consideration plus applicable duties, charges, cess, taxes etc. by the Successful Bidder, the issuance of sale certificate by the Liquidator and the requisite permissions/ approvals have been obtained by the Successful Bidder as may be inter alia required under Companies Act 2013/ SEBI / NCLT and acquisition of the share capital of EMCO by the Successful Bidder, in accordance with the provisions of the I&B Code and Applicable Laws. Hence, no ownership, title or other rights, vested or otherwise, shall be created in favour of the Successful Bidder merely upon payment of full Sale Consideration and payment of the same shall not imply legal transfer of EMCO.
11. 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 for any reason whatsoever before or during the auction event.

12. I/ We hereby confirm that I/ we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.
13. I/ We hereby confirm that I am/ we are not acting in collusion with the other bidders/ buyers, or the Company's related parties, or the creditors of the Company.

Thank you.

Yours sincerely,

.....

[Signature and name of Authorised Representative]

(Signature with SEAL)

Name:

Address:

Email:

FORMAT III-AFFIDAVIT UNDER SECTION 29A OF I&B CODE

<<to be executed on Rs.100 stamp paper and notarized and submit along with annexure as required herein and mentioned under clause 1>>

Date: [●] March 2022

Mr. Sundaresh Bhat

Liquidator of EMCO Limited

IBBI Registration no. IBBI/IPA-001/IP-P00077/2017-18/10162

BDO Restructuring Advisory LLP Level 9,

The Ruby, North-West Wing, Senapati Bapat Road,

Dadar (W), Mumbai 400028, INDIA

Email: LQEMCO@bdo.in; sundareshbhat@bdo.in.

Sub: Affidavit and Undertaking by [*insert name of entity or individual*] on eligibility of [*insert name of entity or individual*] under Section 29A of the Insolvency and Bankruptcy Code, 2016.

Dear Sir,

I, [*Insert name of the authorized person of the interested person intended to be the legal and beneficial owner of the asset*], son/ daughter of [●], aged about [●] years, currently residing at [*Address to be inserted*] and having Aadhaar / Passport number [●], an authorised officer of [*name of interested person intended to be the legal and beneficial owner of the Auction Asset*] having [registered] office at [●] (“**EOI Applicant**”, a term which also includes any person acting jointly in a consortium), on behalf of the EOI Applicant, do solemnly affirm and state to Mr. Sundaresh Bhat, the Liquidator of EMCO Limited (“**Company/ Corporate Debtor**”) as follows:

1. That the EOI Applicant and any person acting jointly with the EOI Applicant or in concert with the EOI Applicant or any person who is a ‘connected person’ (as defined under the Insolvency and Bankruptcy Code, 2016 (“**Code**”), listed herein as ‘**Annexure A**’:
 - a) Is eligible to be a resolution applicant as per its meaning under the Code;
 - b) Is not an un-discharged insolvent;
 - c) Is not a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - d) Does not have 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 liquidation process of the corporate debtor;

Provided that the EOI Applicant shall be eligible to submit a bid, if such EOI Applicant makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid;

Provided further that nothing in this clause shall apply to the EOI Applicant where the EOI 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 the EOI 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 bidder for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under the Code.

- e) Has not been convicted for any offence punishable with imprisonment
 - (i) for two years or more under any Act specified under the Twelfth Schedule of the Code; 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*;

- f) is not 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*;

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

- h) Has not been a promoter or in the management 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 the 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 bidder pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such EOI Applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- i) Has not executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- j) Is not subject to any disability, corresponding to clauses (b) to (i), under any law in a jurisdiction outside India; or
- k) does not have a connected person not eligible under clauses (a) to (j).

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 sale process applicant/ EOI Applicant; or
- II. Any person who shall be the promoter or in management or control of the asset of the corporate debtor pursuant to sale thereof as part of the liquidation process of the corporate debtor; 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 this Explanation I shall apply to a EOI Applicant where such applicant is a financial entity and is not a related party of the corporate debtor.

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

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

- (a) a scheduled bank;
 - (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;
 - (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
 - (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
 - (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
 - (f) such categories of persons as may be notified by the Central Government.”
2. That the EOI Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
 3. I declare that I am not ineligible to be a Resolution Applicant as per the meaning and definition under the Code.
 4. That in the event any of the above statements are found to be untrue, incomplete, or incorrect, then the EOI Applicant unconditionally agrees to indemnify and hold harmless the Liquidator against any losses, claims or damages incurred by the Liquidator on account of such ineligibility of the EOI Applicant.
 5. That the list of the connected persons of the EOI Applicant/ or the person acting jointly with it or any of the connected person(s) set out in **Annexure-A** hereto is exhaustive and complete in all respects and the names of all the connected persons of the EOI Applicant have been set out thereunder without any omission whatsoever.
 6. I declare and undertake that in case [*insert name of EOI Applicant*] or the person acting jointly with it or any of the connected person(s) becomes ineligible at any stage during the Liquidation Process/ E-Auction Process, it would inform the Liquidator forthwith on becoming ineligible.
 7. I also undertake that in case [*insert name of EOI Applicant*] or the person acting jointly with it

or any of the connected person(s) becomes ineligible at any time during the after the date hereof and process for sale of the Auction Asset of the Company including after submission of Earnest Money Deposit towards bid, then the EMD would be forfeited and the same would be deposited in the account of EMCO Limited – in liquidation. EMD may be forfeited in accordance with the terms of the Process Document.

8. I also further undertake that my bid will remain binding unless rejected by the Liquidator.
9. I confirm that the said declaration and disclosure is true and correct, and I agree to compensate the Liquidator for any cost incurred in relation to ascertaining the veracity of this declaration.
10. I am duly authorized to submit this declaration by virtue of [•]. The said document is true, valid, and genuine to the best of my knowledge, information and belief.
11. All terms used herein, which are defined under the Code or Process Document dated March [•], 2022 for sale of the Auction Asset of the Company, shall have the respective meanings ascribed to such terms thereunder as the context may require or admit.

(DEPONENT)

[Signature and name of Authorized Representative]

(Signature with SEAL)

Name:

Address:

Email:

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)

FORMAT-IV-CONFIDENTIALITY UNDERTAKING

<<to be executed on Rs.600 stamp paper and notarized>>

Date: [●] March 2022

To,

Mr. Sundaresh Bhat

Liquidator of EMCO Limited

IBBI Registration no. IBBI/IPA-001/IP-P00077/2017-18/10162

BDO Restructuring Advisory

LLP Level 9, The Ruby, North-

West Wing, Senapati Bapat

Road, Dadar (W), Mumbai

400028, INDIA

Email: LQEMCO@bdo.in; sundareshbhat@bdo.in

Sub: Confidentiality Undertaking with respect to liquidation process of EMCO Limited (“**Corporate Debtor**”).

Dear Sir,

1. This acknowledgement and undertaking (“**Undertaking**”) is being furnished by (*insert the name of the recipient*) (“**Recipient**”, which term where relevant includes all directors, employees and consultants, successors and assigns of the Recipient), in respect of the Confidential Information (as defined herein) provided/ to be provided to us in relation to EMCO Limited (the “**Corporate Debtor**” or the “**Company**”) including information regarding its assets, and is in furtherance to the confidentiality obligations of the Liquidator under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) which term includes all rules and regulations made thereunder.
2. I/ We understand, acknowledge and agree that any and all information supplied, whether by you, the Corporate Debtor or anyone else on your or the Corporate Debtor’s behalf, to us whether in written form, electronically or orally, including the discussions between the parties, any of the terms or conditions with respect the said discussions and all information without limitation, written or oral, whether proprietary or confidential or otherwise, relating to the Liquidator or his representatives, Corporate Debtor, their respective assets, business or operations that is disclosed to Recipient from or on behalf of the Liquidator, marketing strategies, plans, financial information, or projections, operations, sales estimates, technical data, computer programs, software, computer application or know-how, business plans and performance results relating to the past, present or future business activities of the Liquidator and Corporate Debtor and their representatives, affiliates, subsidiaries and affiliated companies, including, without limitation, that which relates to research, products, services, customers, markets, developments, inventions, processes, designs, drawings, engineering, marketing or finances of the Liquidator, the Corporate Debtor and their representatives; plans for products or services, and customer or supplier lists; any scientific or

technical information, invention, design, process, procedure, formula, improvement, technology or method any concepts, reports, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, and all information belonging to the Liquidator, Corporate Debtor, their representatives which the Recipient may come across by using the virtual private network, virtual data room, electronic mail, internet and/ or SAP of the Corporate Debtor, shall constitute “**Confidential Information**” for the purposes of this Undertaking.

Confidential Information shall also include information or documents generated or derived by the Recipient from Confidential Information that contains, reflects, or is derived from any Confidential Information provided to the Recipient by the Liquidator or the Corporate Debtor.

However, Confidential Information shall not include:

- (a) information which, at the time of disclosure to the Recipient or Secondary Recipient(s) (defined below), is in the public domain through no violation of the provisions of the Code or a breach of this Undertaking; or
- (b) information which, after disclosure to the Recipient or Secondary Recipient(s) (as defined hereinunder), becomes publicly available and accessible through no violation of the provisions of the Code or a breach of this Undertaking; or
- (c) information which was, lawfully and without any breach of this Undertaking, known to, or in the possession of, the Recipient or Secondary Recipient(s) prior to its disclosure, as evidenced by the records of the Recipient or Secondary Recipients; or
- (d) information which is permitted by you or your authorized nominees/ persons to be disclosed solely for legal or regulatory requirements, provided that the obligation upon the Recipient to maintain confidentiality of such information permitted to be disclosed shall continue for all other purposes under this Undertaking.

The Recipient shall disclose such information only with prior intimation to the Liquidator or the Corporate Debtor or any person authorized on their behalf.

3. The Recipient hereby acknowledges, agrees and undertakes that:

- (a) the Recipient shall disclose the Confidential Information received under this Undertaking only to its representatives (“**Secondary Recipient**”) in accordance with applicable laws in relation to confidentiality on a strict "need-to-know" basis, for the sole purpose of enabling assessment and evaluation of the agreement that may be entered between the parties, subject to such representatives being bound by confidentiality obligations equivalent to those set out in this Undertaking;
- (b) the Recipient shall not use the Confidential Information to avail any undue gain or undue loss to itself or any other person and shall at all times be in compliance with the provisions of the Code and shall undertake (i) to comply with provisions of law for the time being in force relating to confidentiality and insider trading;(ii) to protect any

intellectual property of the corporate debtor it may have access to; and (iii) not share relevant information with third parties unless clauses (i) and (ii) of this sub-section are complied with;

- (c) the Confidential Information provided by the Liquidator (which term shall have the meaning assigned to it in the Code) in relation to the liquidation process (“**Liquidation**”) of the Corporate Debtor has been accepted by the Recipient and shall be utilized only in accordance with the Code;
- (d) this undertaking shall be valid in perpetuity;
- (e) the Confidential Information shall be kept secret and confidential by the Recipient and shall be used solely as allowed under the Code;
- (f) the Recipient shall not use Confidential Information to cause an undue gain or undue loss to itself or any other person;
- (g) the Recipient shall comply with the provisions of law from time to time in force relating to confidentiality and insider trading;
- (h) it shall ensure that all Confidential Information is kept safe and secured at all times and is properly protected against theft, damage, loss or unauthorised access, hacking, etc.;
- (i) by virtue of this Undertaking, it has not acquired, does not and shall not acquire at any time hereafter any right, title or interest of any nature whatsoever in the Confidential Information including any intellectual property;
- (j) the Recipient shall protect any intellectual property of the Corporate Debtor it may have access to;
- (k) Any oral discussions between the Recipient and the Liquidator or his representatives shall not be construed as any offer to sell nor deemed to constitute any terms/ offer/ proposal/ acceptance of offer and the like. At no time can the Liquidator or his representatives such as personnel(s) from BDO Restructuring Advisory LLP, be held responsible/ liable/ accountable for any of their verbal discussion and neither can any verbal discussion be relied upon.
- (l) no representation or warranty has been provided in relation to the authenticity or adequacy of the information provided, including Confidential Information, for the purposes for which the same has been received/ sought by the Recipient and the Recipient shall not have any claim against the Corporate Debtor or the Liquidator in relation to any information provided. Further, the Recipient merely because of receipt of any information or execution of this Undertaking shall not have any rights or entitlement against the Liquidator for undertaking any action/ transaction in connection

with the Liquidation of the Corporate Debtor.

4. The Recipient acknowledges and agrees that in the event of breach or threatened breach of the terms of this Undertaking, the Corporate Debtor shall suffer irreparable damages, for which monetary compensation may be an inadequate remedy. Accordingly, it is agreed that in addition to any other remedy to which they jointly or severally may be entitled to at law or in equity, the Liquidator and the Corporate Debtor, jointly or severally, shall be entitled to seek an injunction to prevent a breach or threatened breach of this Undertaking and/ or specific performance of the terms of this Undertaking and/ or any other remedies available at law. The Recipient shall indemnify the Liquidator, personnel(s) from BDO Restructuring Advisory LLP and the Corporate Debtor on demand in respect of any type of liability, loss, damage, claims and expenses (including legal/ attorney fees) arising out of or in connection with breach of this Confidentiality Undertaking by the Recipient.
5. Any material(s) or documents containing Confidential Information which have been furnished to the Recipient shall be promptly returned, accompanied by all copies of such documentation, within ten (10) days after receipt by the Recipient of a written notice from the Liquidator or his representatives requesting the return of the Confidential Information.
6. If the Confidential Information is destroyed, a certificate of destruction shall be furnished to the Liquidator.
7. This Undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian law and the courts and tribunals at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this undertaking.

IN WITNESS WHEREOF I/ We have set our hands hereunder on this ____day of March 2022 at _____.

SIGNED AND DELIVERED BY:

For and on behalf of _____

WITNESS:

1. (Name)
(Signature)
(Address)
2. (Name)
(Signature)
(Address)