

E-AUCTION PROCESS INFORMATION DOCUMENT

*INVITATION FOR BIDS FOR E-AUCTION OF PLOT OF
LAND LEASE-HOLD BY ZYNKE EXPORTS PRIVATE
LIMITED (IN LIQUIDATION)*

DISCLAIMER

1. *This E-Auction Process Information Document is issued by Gaurav Katiyar, the Liquidator appointed by NCLT, in the matter of Zynke Exports Private Limited (in Liquidation) general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Assets of Zynke Exports Private Limited (in Liquidation) (the "Company" or "Corporate Debtor") in accordance with the Code.*
3. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Information Document, claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
5. *The Liquidator shall not be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
6. *Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
7. *It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
8. *By procuring this E-Auction Process Information Document the interested bidders shall obtain access to the Data Room.*
9. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*
10. *The Property and Assets of the Company are proposed to be sold on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse" basis and the proposed sale of assets of the Company does not entail transfer of any other title,*

except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.

- 11. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.*
- 12. This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.*
- 13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.*

A INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of plot of lease-hold land of Zynke Exports Private Limited(in liquidation) (the “**Company**” or “**Corporate Debtor**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document and the Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
3. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.
4. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
5. Right2Vote Infotech Private Limited, 16th Floor, Lodha Supremus, Saki- Vihari, Road, Powai, Mumbai-400072 (**E-Auction Service Provider**) has been appointed as the E-Auction Service Provider. The E-Auction of the lease-hold plot of land of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the E-auction are as follows:

Type of Bid	E-Auction
Seller	Gaurav Katiyar (Liquidator for Zynke Exports Private Limited)
Website of E-Auction service provider	https://right2vote.in
Service Provider	Right2Vote Infotech Private Limited, 16 th Floor, Lodha Supremus, Saki- Vihari, Road, Powai, Mumbai-400072.

6. All terms and conditions with respect to the sale of the lease-hold plot of land of the company shall be governed by the directions of the Liquidator, NCLT and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale of the Assets and Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale of the assets.
7. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.

8. The title document and other documents relating to the properties shall be available on request to be made to the Liquidator.

B. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 1st April, 2019. As per the said order, Gaurav Katiyar has been appointed as the Liquidator.
2. 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 Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, 2016.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.
5. The Applicant shall not be eligible as bidder if the Applicant is an ineligible person as per Section 29A of the Code.

C. DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER

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

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. Affidavit u/s 29A of the I & B Code' 2016
4. The bidder will need to submit the duly filled, signed and stamped the following documents:
 - i. Bid Application Form attached vide' **Annexure I**,
 - ii. Undertaking attached vide' **Annexure II**,
 - iii. Declaration by way of Affidavit attached vide' **Annexure III**.

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

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

D PHYSICAL VERIFICATION AND SITE VISIT

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

The documents mentioned in section-C mandatorily required to access the data pertaining to property put to auction, site visit and discussion meeting with the liquidator. It is further clarified the deposit of any Earnest Money Deposit (EMD) is not necessary condition to access the data pertaining to property put to auction, site visit and discussion meeting with the liquidator before.

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

The Information provided by the liquidator is substantially based on estimated information, opinions and information sourced from the Company, public domain and independent third parties. The Information provided by the liquidator does not amount to a recommendation, either expressly or by implication, with respect to the property of the Company. Except where specifically mentioned otherwise, the Liquidator has not independently verified such information and the same is being provided by the Liquidator for information purpose only. The Liquidator does not make any representation or warranty as to the accuracy, reliability or completeness of such information and does not assume any undertaking to supplement such information as further information becomes available or in light of the changing circumstances. The Liquidator shall not have any liability under any law, statute, rules or regulations for any representations or warranties (express or implied) contained in, or any omissions from this Invitation or any other written or oral communication transmitted to the recipient in the course of its evaluation of the proposed financing or otherwise. The Liquidator expressly disclaims any and all liability, which is based on the information and statements or any part thereof contained in/ omitted from the Invitation.

E DUE DILIGENCE

The properties and assets of the Company are proposed to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer.

It is understood that each recipient of this Invitation will perform its own independent investigation, due diligence and analysis of the property of the Company, based on such information as it deems relevant and without reliance on the Liquidator and this Invitation. The Liquidator/Company shall endeavour to provide such cooperation as may be appropriate for carrying any due diligence at the cost and expense of the Applicant. No claim shall lie against the Liquidator with respect to the contents of this Invitation. The information contained herein is not a substitute for the recipient’s investigation, due diligence and analysis. Recipients of this Invitation must check and observe all applicable legal requirements, and for the avoidance of doubt, receipt of this Invitation and the information contained herein may not be taken as discharging the regulatory or statutory responsibilities under applicable legislation (included but not limited to anti-money laundering legislation) of any such recipient.

The Information contained in the Invitation is substantially based on estimated information, opinions and information sourced from the Company, public domain and independent third parties. The Invitation does not amount to a recommendation, either expressly or by implication, with respect to the Company or other entities mentioned in the Invitation. Except where specifically mentioned otherwise, the Liquidator has not independently verified such information and the same is being provided by the Liquidator for information purpose only. The Liquidator does not make any representation or warranty as to the accuracy, reliability or completeness of such information and does not assume any undertaking to supplement such information as further information becomes available or in light of the changing circumstances. The Liquidator shall not have any liability under any law, statute, rules or regulations for any representations or warranties (express or implied) contained in, or any omissions from this Invitation or any other written or oral communication transmitted to the recipient in the course of its evaluation of the proposed financing or otherwise. The Liquidator expressly disclaims any and all liability, which is based on the information and statements or any part thereof contained in/ omitted from the Invitation.

The Invitation is not intended to be the sole or prima facie basis on which intending Applicants may submit their bids. The information contained in the Invitation has been prepared to assist interested Applicants in making their own evaluation for the purpose submission of bids, and for no other purpose. The information does not purport to be all-inclusive or to contain all information that a prospective investor/ entity may require/desire.

F ASSETS TO BE AUCTIONED AND RESERVE PRICES

Asset	Block	Reserve Price	EMD Amount	Incremental Value
Leasehold land situated at Plot No - 32, Block No-Ecotech-1, Extention-1, Sector Ecotech-1, GNIDA, District Gautam Budh Nagar, U.P.	Land and Building	3.25 Crore	10% of the reserve price	Rs. 3.25 Lakhs

During the going concern, the land was mortgaged to Punjab National Bank, Sector-27 Noida. Thereafter, the loan of PNB was paid by taking fresh loan from Kotak Mahindra Bank, Sector-27 Noida. The loan of Kotak Mahindra Bank was secured by equitable mortgage of property put to auction.

The loan of Kotak Mahindra Bank was partially repaid by Mrs. Meenakshi Bahrgava, Shareholder of the company. During the CIRP, Mrs. Meenakshi Bahrgava wrote a letter to Resolution Professional wherein she claimed that she was the guarantor of the loan to company from Kotak Mahindra Bank and she had partially repaid the Kotak Mahindra bank loan. Hence as per section 140 and 141 of Indian Contract Act, 1872 she stood subrogated in place of Kotak Mahindra bank. Hence the aforesaid property shall be deemed to mortgage to Mrs. Meenakshi Bahrgava.

The same stand was taken by her during the liquidation while filing her claim and the liquidator asked from Mrs. Meenakshi Bahrgava that the loan of Kotak Mahindra Bank was partially repaid by invoking and selling of pledged shares to Kotak Mahindra Bank whereas section 140 and 141 of Indian Contract Act, 1872 confers such subrogation in the capacity of guarantor. Till date no reply has been received by the liquidator.

G EARNEST MONEY DEPOSIT (EMD) 10% OF RESERVE PRICE

All the E-Auction Process Applicants shall provide, along with or prior to submission of their auction bids, an amount which is equal to the 10 % of the reserve price for the block of asset that is to be bided for, as earnest money by way of a demand draft only in favour of the, Zynke Exports Private Limited-liquidation.

Bids and EMD can be provided by the bidder solely or in consortium with other bidder. It should be noted that No interest will be paid to the auction process applicant in relation to such Earnest Money amount.

Forfeiture of Earnest Money Deposit

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

- i. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
- ii. if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
- iii. if the Bidder is identified as the Successful bidder does not accept the Letter of Intent and demand issued by the Liquidator.

It is to be noted that if the Successful Bidder fails to make the complete payment as per the demand notice issued by the Liquidator, then 10% of the Earnest Money furnished by the bidders shall be forfeited.

Set-Off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company.

In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned, without interest, bank charges and any other charges to it within 7 (seven) days of the date of closure of auction process.

The EMD of unsuccessful bidders shall be refunded within 5-10 working days without any interest, bank charges and any other charges. **The EMD shall not bear any interest**

Withdrawal by Successful Bidder and its Results

In the event of the Bidder withdrawing his E-Auction Application at any stage before the e-auction date, then 10% of the Earnest Money furnished by the bidders shall be forfeited.

H DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder(s) for the property put to auction. The successful bidder(s) shall be determined on the basis of highest bid received for the asset block (s) by the Liquidator via the E-Auction portal process. In case of any dispute / discrepancy, the Liquidator shall assess the E-Auction applications and declare the successful

bidder(s) offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder (s) shall solely rest with the Liquidator at all times.

The Liquidator shall endeavour to sell all blocks and maximize overall recovery from the sale of Assets of the Company.

I ISSUANCE OF LETTER OF INTENT AND NOTICE OF DEMAND

The Successful Bidder, with in a period of 5 to 7 days from announcement of successful bidder, shall be required to execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

J PAYMENT OF BALANCE CONSIDERATION

The successful bidder shall made the payment of balance sale consideration within 30 days from the date of demand.

Any payment made by successful bidder after the expiry of 30 days from the date of demand, shall attract the simple interest @ 12% P.A.

If successful bidder fails to make any payment within 90 from the date of demand the sale shall be deemed to be cancelled without execution of any specific documents in this regard and liquidator shall refund, without any interest and bank charges and other charges, the aggregate of the EMD and part sale consideration, if any, received by liquidator after forfeiting and deducting 10% of the EMD.

K EXECUTION OF SALE CERTIFICATE OR SUB-LEASE DEED

On payment of full amount the sale shall stand completed.

A sale certificate and / or Sub-lease and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company upon completion of sale.

L COSTS, EXPENSES AND TAX IMPLICATIONS

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

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

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

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

- i. The sale attracts stamp duty, registration charges etc. as per relevant laws**
- ii. The outstanding dues of the Greater NOIDA Authority**
- iii. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name
- iv. The Successful Bidder shall bear the applicable mutation fee and all the minor dues of land development agencies, local and municipal taxes, assessment charges, etc. in respect of the properties put on e-Auction.
- v. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

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

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

M GOVERNING LAW AND JURISDICTION

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

N FRAUDULENT AND CORRUPT PRACTICES

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

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

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

O TIME TABLE

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

S. No	Event	Timeline (In days)
1.	Public Announcement of Auction	31.12.2019
2.	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	05.01.2020
3.	Submission of Bid Forms, Declaration forms	From 05.01.2020 to 03.02.2020
4.	KYC declaration, Due Diligence	From 05.01.2020 to 03.02.2020
5.	Site Visits ¹ and Discussion Meeting only after receiving of Bid Forms, Declaration Forms, KYC and Due Diligence	From 05.01.2020 to 03.02.2020
6.	EMD submission	From 15.01.2020 to

	(Can be accepted after site visit)	05.02.2020
7.	E - Auction	12.02.2020 (11:00 AM to 02:00 PM) with unlimited extension of 5 minutes each
8.	Announcement of Successful Bidder	15.02.2020
9.	Signing the Letter of Intent (LOI) and raise of demand	19.02.2020 to 22.02.2020
10.	² Return of EMD for unsuccessful Bidders, without any interest and bank charges	17.02.2020 to 22.02.2020
11.	³ Payment of balance consideration by successful bidder	22.02.2020 to 23.03.2020
12.	⁴ Extended time period for payment of balance consideration by successful bidder with simple interest @12% P.a.	24.03.2020 to 22.05.2020
13.	⁵ Cancellation of sale and return of EMD and part consideration received, if any. After forfeiture of 10% of EMD, without any interest and bank charges	23.05.2020 to 30.05.2020

Notes:-

1. While the timeline for submission of bid forms and declaration forms extends from 05/01/2020 to 03/02/2020 please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.
2. Return of EMD for unsuccessful bidders shall be without any interest and bank and other charges.
3. The successful bidder shall made the payment of balance sale consideration within 30 days from the date of demand as mentioned in column 9.
4. Any payment made by successful bidder after the expiry of 30 days from the date of demand as mentioned in column 9, shall attract the simple interest @ 12% P.A.
5. If successful bidder fails to make any payment within 90 from the date of demand as mentioned in column 9 the sale shall be deemed to be cancelled without execution of any specific documents in this regard and liquidator shall refund, without any interest and bank charges and other charges, the aggregate of the EMD and part sale consideration, if any, received by liquidator after forfeiting and deducting 10% of the EMD.