E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for participation in the bidding for the asset of

AMAR REMEDIES LIMITED ("In Liquidation")

("Corporate Debtor"), by way of e-auction in the Liquidation Process under Insolvency and Bankruptcy Code, 2016 ("Code" or "IBC")

Pursuant to an order of Hon'ble National Company Law Tribunal ("NCLT") Mumbai Bench - I, dated 11th March 2024

Date of Publication of the E-Auction Sale Notice Thursday, 12th September, 2024

Last date for Submission of Eligibility Documents:
Friday, 11th October, 2024
Date & Time of E-Auction
Friday, 25th October 2024, From 11:00 A.M to 05:00 PM (different time for different slots)

Issued by: -

Mr. Anil Kohli, Designated Partner & Authorized Signatory

ARCK Resolution Professionals LLP- Liquidator
IBBI Reg. No.: IBBI/IPE-0030/IPA-1/2022-23/50013
Amar Remedies Limited- In Liquidation
(CIN: L99999MH1984PLC032687)
(A company under liquidation process vide Hon'ble NCLT order dated 11th March 2024)

Registered office: Block No. 3, 2nd Floor, Sane Guruji Premises 386, S.V. Savarkar Marg, Opp. Siddhivinayak Temple, Prabhadevi, Maharashtra, India - 400025

ARCK Resolution Professionals LLP is an Insolvency Professional Entity registered with the Insolvency and Bankruptcy Board of India (IBBI), having IBBI Registration Number IBBI/IPE-0030/IPA-1/2022-23/50013. ARCK Resolution Professionals LLP has been appointed as Liquidator of Amar Remedies Limited (In Liquidation) by the Hon'ble National Company Law Tribunal (NCLT), Mumbai Bench- I, vide order dated 04.06.2024 (Receipt of Order 10.06.2024) to manage, protect, sell and liquidate the property, assets, business and other affairs of Amar Remedies Limited (In Liquidation).

Anil Kohli, Designated Partner & Authorized Signatory ARCK Resolution Professionals LLP acting as Liquidator

IBBI Regd. Details:

Email: insolvency@arck.in & amarremedies.ibc@gmail.com

Address: 409, Ansal Bhawan, 16 KG Marg, Connaught Place, New Delhi-110001

Reg. No. IBBI/IPE-0030/IPA-1/2022-23/50013

AFA Valid Upto: 19.12.2024

Correspondence Details:

Office Address: 409, Ansal Bhawan, 16, K.G. Marg, Connaught Place, New Delhi-

110001 Contact No. 011 -45101111

Email: insolvency@arck.in

Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders.

- 2. Terms and conditions, deadlines etc. for participating in the Electronic Auction are provided in this E-Auction Process Information Document.
- 3. The timelines, notifications, updates and other details for the e-auction process are available on the websites https://www.arck.in, of the Insolvency Professional Entity of the Liquidator or https://ncltauction.auctiontiger.net
- 4. Bidders desirous to submit their bid have to submit their Bids on E- Auction Portal https://ncltauction.auctiontiger.net.

DISCLAIMER

- 1. This E-Auction Process Information Document is issued by Mr. Anil Kohli, Designated Partner & Authorized Signatory of ARCK Resolution Professionals LLP, IPE acting as Liquidator appointed by Hon'ble NCLT, Mumbai Bench I vide Order dated04.06.2024, in the matter of liquidation process of Amar Remedies Limited for general information purposes only.
- 2. The purpose of this document is to lay out the process for bidding, by way of E- Auction, for sale of assets of the corporate debtor Amar Remedies Limited—in Liquidation (the "Company") as a consolidated as well as Lot wise, in accordance with The Insolvency and Bankruptcy Code, 2016 ("Code" or "IBC") and The Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Regulations").
- 3. This document is not a statutory document, and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.
- 4. It is to be noted that no information being provided in this E-Auction Process Information Document claims it to be comprehensive. Independent due diligence of the intended user of this document or the bidder is highly recommended.
- 5. This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.
- 6. Neither the Liquidator being Insolvency Professional Entity, ARCK Resolution Professionals LLP nor his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.
- 7. Further, apart from the provisions set out in this E-Auction Process Information Document, the applicant shall be responsible for fully satisfying the requirements and Provisions of the Insolvency and Bankruptcy Code and of the Liquidation Regulations 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 approvals.
- 8. It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.

- 9. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company / its employees, officers etc. without the prior consent in writing of the Liquidator.
- 10. The 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 "Without any recourse basis" and the proposed sale of the Company does not entail transfer of any other title, except the title which the Company has 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.
- 14. The list of assets /properties provided in this document or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the corporate debtor. The liquidator, however, not guarantees the accuracy or completeness of the information provided, which is being provided on best effort basis. The sale shall be on "As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis" and the prospective bidders are cautioned to exercise their own diligence in respect of the condition, usefulness and any other related aspects. For this the prospective bidders can conduct physical visit of the assets/properties of the company. The liquidator shall not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

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**) for sale of assets of corporate debtor M/s Amar Remedies Limited (in liquidation) as a consolidated as well as Lot wise (the "Company" or "Corporate Debtor" or "CD"), under the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC" or "Code") 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 IBC and the Liquidation Process Regulations. In the event of a conflict between this e-Auction Process Information Document and the Insolvency and Bankruptcy Code or the Liquidation Process Regulations, the provisions of the Insolvency and Bankruptcy Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
- 3. The information contained in this E-Auction Process Information Document or subsequently provided to E-Auction Applicant/ Bidder(s), whether verbally or in documentary form or anyother form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E- Auction Process Information Document.
- 4. 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.
- 5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a E-Auction Applicant/ Bidder or to appoint the Preferred E-Auction Applicant/ Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the E-Auction Applicant/ Bidders or bids without assigning any reason whatsoever.
- 6 E-Procurement Technologies Limited, B-704, Wall Street II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad 380006 Gujarat ("E- Auction Service Provider") has been appointed as the E-Auction Service Provider. The sale of assets of the Company shall be undertaken by the E- Auction Service Provider for and on behalf of the Seller/Liquidator through an e-auction platform provided on the website portal of the E-Auction Service Provider ("Platform"). Other details with respect to the e- auction are as follows:

Type of Bid	E-Auction
Seller	Anil Kohli, Authorized Signatory of ARCK Resolution Professionals LLP (IPE acting as Liquidator for M/s Amar Remedies Limited- In Liquidation)
Website of E- Auction service Provider	https://ncltauction.auctiontiger.net

Service Provider	E-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (India) Contact person — Mr. Praveen Kumar Thevar, Email id - nclt@auctiontiger.net / support@auctiontiger.net Mobile No 9722778828 - 079 6813 6854/55/51 079-6813 6800	
Annexures and Formats	Annexure I: Application Form Annexure II- Affidavit and Undertaking Annexure III - Format of Letter Intimating Deposit Of Earnest Money Amount Payment By An Associate/Associate	
Special Instructions	Please note that this bidding is a serious matter and last-minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator shall be responsible for any lapses on part of the E-Auction Applicant/ Bidders.	

- 7. All terms and conditions with respect to the sale of assets of the company shall be governed by the directions of the Liquidator, Hon'ble National Company Law Tribunal (**NCLT**) and in accordance with the provisions of applicable laws. As mandated by Hon'ble NCLT, the Liquidator shall exercise all rights with respect to sale of assets of the company and it would be open to the Liquidator to appoint such experts, professionals, or other persons, as the Liquidator might think necessary, so as to enable the sale of assets of the company.
- 8 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.
- 9. The copy of the title documents (if any) relating to the property being auctioned shall be made available on request to be made to the Liquidator at insolvency@arck.in & amarremedies.ibc@gmail.com (on both email ids).

B. <u>KEY DEFINITIONS</u>

- "Adjudicating Authority" or "NCLT" shall mean the National Company Law Tribunal, at New Delhi;
- "Applicable Laws" shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Process Regulations, Companies Act, 1956 / 2013 (asapplicable), Competition Act, 2002, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time totime:
- "Bid" means, any bid submitted by the Bidders as required in terms of this E- Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;
- "Control" shall mean a Person holding more than 26% (twenty six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contractor otherwise;
- "E-Auction Process Participant" or "Bidder" mean, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;
- **E-Auction Process Information Document**" means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall includeall supplements, modifications, amendments, alterations or clarifications thereto issued inaccordance with the terms hereof.
- "IBC" shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time.
- "Liquidation Process Regulations" means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;

- "Liquidator" means an insolvency professional appointed as a liquidator in accordance with Section 34 of IBC by Hon'ble NCLT;
- "**Person**" shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;
- "Qualified Bidder(s)" shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.
- "Successful Bidder" or "Successful E-Auction Process Participant" means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase.

C. INTRODUCTION

- The Company's Liquidation Process has been initiated under the provisions of Insolvency and Bankruptcy Code, 2016 and the Liquidation Process Regulations by an order of Hon'ble NCLT, Mumbai dated 11.03.2024. As per the order dated 04.06.2024 (Receipt of Order 10.06.2024), ARCK Resolution Professionals LLP has been appointed as the Liquidator replacing Mr. Anil Goel.
- 2 It is the endeavor of the Liquidator as advised by the Stakeholders Consultation Committee ("SCC") to sell the assets of the company in the manner specified under Regulation 32 and Regulation 32A 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, andas 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, 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.
- 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 maybe.

D. THE COMPANY AND ITS OVERVIEW

Brief Background:

Amar Remedies Limited (hereinafter referred to as the "Company" or "Corporate Debtor") is a non-government public limited company incorporated under the Companies Act 1956 (bearing CIN: L99999MH1984PLC032687), having registered office at Block No. 3, 2nd Floor, Sane Guruji Premises 386, S.V. Savarkar Marg, Opp. Siddhivinayak Temple, Prabhadevi, Maharashtra, India 400025. Amar Remedies Ltd. incorporated in the year 1984 is a listed entity and a manufacturer and exporter of premier personal hygiene products in India. The Company was engaged in the production of Ayurveda and Herbal products, including oral care and skin, hair & body care products. Some of the major products in their catalogue included Smiles Toothpaste, Smiles Shaving Cream, Amar Clove Gel Toothpaste with Clove Fortitude, Amar Baby Oil and so on. The company has three manufacturing plants, two at Daman which are closed since November 2014 and one at Dehradun which is closed since March 2016. The combined production capacity of all three plants at the time of shut down of the Unit for Oral Care products was 49,550 tons and Health Care products was 22,150 tons per annum.

Present Status:

- 1. The Company is under Liquidation Process and all three Units situated at Dehradun, Kachigam (Daman), Dabhel (Daman) and Registered Office at Mumbai are under the custody and control of the Liquidator.
- 2. The rights of the Avoidance application filed by RP before Hon'ble NCLT, if any, will remain with the Liquidator/SCC and will be dealt as per provisions of Code.

E. ELIGIBILITY

Any person who is not eligible to be a resolution applicant as per provisions of IBC is not eligible to submit a bid for purchase of the company or its assets. Thus, an E-Auction Process Applicant shall not be eligible to submit a bid for purchase of the assets of the Company, if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (as amended from time to time).

A careful reading of Section 29 A of the IBC states that a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person: -

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

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

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

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

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

- d) has been convicted for any offence punishable with imprisonment
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or
 - (ii) for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two

years from the date of his release from imprisonment:

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

- e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
 - [Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;]
- f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:
 - [Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;]
- h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- i) has a connected person not eligible under clauses (a) to (i).

Explanation [I]. — For the purposes of this clause, the expression "connected person" means—

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

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

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

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

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

(Note: For complete text of Sec 29A, please refer to the Insolvency and Bankruptcy Code, 2016)

F. <u>DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY</u> <u>OF THE E-AUCTION APPLICANT/ BIDDER</u>

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 Applicant/ Bidder, Proof of Identification, Current Address-Proof, PAN card, Valid e-mail ID, Last 3 years Financial Statements (Audited) and Income Tax Returns, Landline and Mobile Phone number;
- 2 Latest CIBIL Report of the Applicant (CIBIL report of directors & Credit report of the Company in case of Body Corporate) and Net worth Certificate based on latest Financial Statements. Net worth should be commensurate to the asset being purchased.
- 3. Board Resolution authorizing the Signatory (in case the E-Auction Applicant/ bidder is a legal entity);
- 4. The E-Auction Applicant/ bidder will need to submit the duly filled, signed and stamped **Application Form** attached vide **Annexure I**, and duly filled, signed.
- 5. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory in case the E-Auction Applicant/ bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure II**;
- 6 Please note that only the eligible E-Auction Applicant/ bidders will gain access to documentation, additional information required for due diligence and right to site visits, after the E-Auction Applicant/ bidder qualifies as eligible E-Auction Applicant/ bidder in terms of Clause 1 E of the Schedule I under Liquidation Process Regulations.

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

G. PHYSICAL INSPECTON, SITE VISIT & DUE DILIGENCE

Eligible E-Auction Applicant/ Bidders may request the Liquidator to arrange for physical inspection and site visit of Asset of the Company as per Clause 1 E of the Schedule I under Liquidation Process Regulations which states as follows:

"(1E) The liquidator shall provide to qualified bidder at least seven days, for inspection or due diligence of assets under auction, from the date of declaration of qualified bidder.".

Accordingly, upon receipt of such a request, the Liquidator may first arrange for inspection from 17.10.2024 to 23.10.2024 during the period as specified in the sale notice dated 11.09.2024. The details with respect to the discussion meeting shall be communicated to the Eligible E-Auction Applicant/ Bidder in advance.

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested E-Auction Applicant/ Bidders. The information and documents shall be provided by the Liquidator in good faith.

The sale of assets of Company/ corporate debtor as a consolidated as well as Lot wise is 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 the Company does not entail transfer of any title, except the title which the Company has on the assets/properties as on date of transfer. All taxes / maintenance fee / transfer fee/outstanding rentals / electricity charges / water charges/ annual lease rentals/ unearned income in case of leasehold properties, etc., if any outstanding as on date or yet to fall due in respect of the relevant assets/properties should be ascertained by the E-Auction process applicants/Bidder and would be borne by the successful E-Auction Applicant/ Bidder, under the provisions of IBC 2016.

H. ASSET OF CORPORATE DEBTOR TO BE E-AUCTIONED AND RESERVE PRICE

E-Auction Sale Notice in The Liquidation Process of

M/S AMAR REMEDIES LIMITED (In-Liquidation) -

(CIN: L99999MH1984PLC032687)

Regd. Office: Block No. 3, 2nd Floor, Sane Guruji Premises 386, S.V. Savarkar Marg, Opp. Siddhivinayak Temple, Prabhadevi, Maharashtra, India - 400025

The Assets of the Corporate Debtor are being sold on

"AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS"

E-Auction Sale Notice

Notice is hereby given for Sale of Assets of "M/s Amar Remedies Limited -In Liquidation (Corporate Debtor)", under the Insolvency and Bankruptcy Code 2016, as per the following details:

Lot No.	Details of Assets of Corporate Debtor	Location	Reserve Price (in Rs.)	Earnest Money Deposit (10% of Reserve Price (in Rs.)
1.	Sale of Consolidated Lot Numbers 2, 3, 4 & 5 of assets	All Locations	18,11,35,000/-	1,81,13,500/-
2.	Land & Building and Plant & Machinery situated at Dabhel, Daman Address: Plot No. 168/31,32,41 & 42 Dabhel Industrial Co-Op Society, Dabhel, Daman.	Dabhel, Daman	2,06,90,000/-	20,69,000/-
3.	Land & Building and Plant & Machinery situated at Kachigam Daman Address: Plot No. 375/14	Kachigam, Daman	1,05,58,000/-	10,55,800/-

	Kachigam Hill Industrial			
	Estate, Zari Road,			
	Daman.			
4.	Land & Building And	Dehradun	4,15,39,000/-	41,53,900/-
	Plant & Machinery			
	Dehradun Plant			
	Address: Khata No 557,			
	Village Central Hope			
	Town, Paragan			
	Panchhwa Doon, Camp			
	Road, Selaqui,			
	Uttrakhand			
5.	Registered Office of	Mumbai	10,83,50,000/-	1,08,35,000/-
	the Corporate Debtor			
	Address: Block No. 3,			
	2nd Floor, Sane Guruji			
	Premises 386, S.V.			
	Savarkar Marg, Opp.			
	Siddhivinayak Temple,			
	Prabhadevi Mumbai			
	City MH 400025			

Detailed process/Location of Assets of Amar Remedies Limited are mentioned in Process Information Document ("PID").

Kindly Note:

- **i.** In the event eligible bid with EMD is received for Lot no. 1, then the sale for other Lots shall stand cancelled.
- ii. GST and other taxes applicable as extra.
- **iii.** The above sale is subject to terms & conditions mentioned in the process information document, uploaded on the website "www.arck.in and https://ncltauction.auctiontiger.net. Please refer the same for details.

Particulars	Timelines
Submission of EMD & eligibility	From 12.09.2024 to 11.10.2024
documents such as Requisite Forms,	
Affidavit, Undertaking and Declaration	
etc. by the Prospective Bidder as per	
Process Information Document.	
Declaration of Qualified Bidders	16.10.2024
Inspection Period for Qualified Bidders	From 17.10.2024 to 23.10.2024
Date and Time of Auction	25.10.2024

Place: Mumbai Anil Kohli, Designated Partner & Authorized Signatory
Date: 12.09.2024 ARCK Resolution Professionals LLP acting as Liquidator

Amar Remedies Limited Reg No.: IBBI/IPE-0030/IPA-1/2022-23/50013

AFA Valid Upto: 19.12.2024

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

Tel: 011-45101111

Email: insolvency@arck.in & amarremedies.ibc@gmail.com

I. EARNEST MONEY DEPOSIT (EMD)

The Eligible E-Auction Applicant/ Bidders shall provide an amount which is equal to the 10% of Reserve Price as refundable earnest money deposit (interest free) and intimate the Liquidator through submission of E-mail/Letter, giving complete details of the payment made, in the liquidation bank account of the company.

It may be noted that the E-Auction Applicant/ Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money Deposit through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in **Annexure III** (Earnest Money by an Associate / Associate Company) along with Declaration in the format set out in **Annexure IV**. Such an Associate or Associate Company must also be an Eligible E-Auction Applicant/ Bidder as per the requirements specified in this E-Auction Process Information Document. The Associate / Associate Company shall have to submit Affidavit/Undertaking confirming its eligibility as per section 29A of the Code in Annexure-II of this report.

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

- a The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the E-Auction Applicant/ Bidder within the timeline as specified in sale notice dated 12.09.2024.
- b. Through RTGS / NEFT to the account number of the companyas provided under:

Name	Amar Remedies Limited
Account No.	00122560002849
Bank Name	HDFC Bank Ltd
Branch Address	Savarkar Marg, Prabhadevi, Mumbai
IFSC Code	HDFC0000012

The details of any remittances in this regard shall be entered in the letter in the format set out in Annexure III. The entire EMD amount shall be remitted by the E-Auction Applicant/Bidder (s) from one bank account only and to be owned by the E-Auction Applicant/Bidder.

- d E-Auction Applicant/ Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.
- e All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at insolvency@arck.in or amarremedies.ibc@gmail.com

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

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

- a) if there is a breach of any of the conditions under this E-Auction Process Information Document by the E-Auction Applicant/ Bidder or in case Bidder is found to have made any misrepresentation; or
- b) if E-Auction Applicant/ 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
- c) if the E-Auction Applicant/ Bidder is identified as the Successful bidder and it fails to pay balance sale consideration within the stipulated time as specified in this e-auction process information document (Terms & Conditions of e-auction) after being intimated as successful bidder by the Liquidator.
- d) If the Successful Bidder attempts to reduce/renegotiate the Bid amount under any circumstances or withdraws/cancels or make any attempt to withdraw or cancel its Bid at any time; or

Set-off / refund of Earnest Money Deposit of the Successful Bidder

For the unsuccessful auction participants/unsuccessful bidders or in case the auction is cancelled or withdrawn, the Earnest Money Deposit paid by the e-auction process participant shall be returned (without interest) to such applicant within 7 (seven) days of the date of closure of e-auction process or date of cancellation / withdrawal of auction, as the case may be.

For the successful bidder, unless expressly indicated by the Bidder, the Earnest Money Deposit shall be set-off against or used as part of the consideration that the successful bidder has bid for the assets of the Company.

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

For successful bidders, a mail confirmation will be sent to the successful bidder at the end of E-auction on the same day and shall be invited to provide balance sale consideration amount as per the provisions pof the law-

"On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days or such period as mentioned in the auction notice under clause 3, of the date of such demand:

Provided that payments made after thirty days shall attract interest at the rate of twelve per cent.: Provided further that the sale shall be cancelled if the payment is not received within the period provided under this clause.]

Provided further that the sale shall be cancelled if the payment is not received within the period provided under this clause."

"Regulation 31 A (h) extension of payment of balance sale consideration as provided in clause (12) of Para 1 of Schedule I, beyond ninety days, to be disclosed in the auction notice.]"

A sale certificate and / or conveyance document and/ or transfer documents for the relevant assets/properties shall be issued / executed between the Successful Bidder and the Liquidator after receipt of the entire sale consideration amount.

Default by Successful Bidder and its Results

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

J. <u>DECLARATION OF SUCCESSFUL BIDDER</u>

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder for the e-auction sale, for the assets of the company. The successful bidder shall be determined on the basis of the highest bid received for the assets of the company, by the Liquidator vide the E-Auction portal process, keeping in view the Terms & Conditions of the E-auction. In case of any dispute / discrepancy, the liquidator shall assess the E- Auction applications, facilitate the auction process and declare the successful bidder offering maximum value for the auctioned asset of the company. This right of selecting and declaring the successful bidder shall solely rest with the Liquidator at all times.

K. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, the Liquidator shall reject anauction bid, without being liable in any manner whatsoever to the E-Auction Process Applicant/Bidder, 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 inthe breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the liquidator may retain the Earnest Money Deposit, 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.

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

"Coercive practice" shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the auction Process:

"Corrupt practice" shall mean:

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

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

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

"Undesirable practice" shall mean

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

The E-Auction Process Applicant/ 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 E-Auction Process Applicant /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.

L. COSTS, EXPENSES AND TAX IMPLICATIONS

The E-auction process applicant/bidder 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, Removal / Dismantling / Lifting of Material from the Site, 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/bidder shall make its own arrangements including accommodation for the discussion Meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the E-Auction Process Applicant.

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

It is to be noted that all taxes if applicable (including stamp duty implications and registration charges, transfer fee, etc., indicative list appended below) on sale of the assets of the company would be borne by the successful bidder.

- (i) The sale attracts stamp duty, registration charges etc. as per relevant laws;
- (ii) The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her / its name;
- (iii) The payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, etc. owed by the "Company" to anybody shall be sole responsibility of successful bidder, as per the provisions of IBC, 2016;
- (iv) The purchaser has to bear the cess or other applicable tax i.e., GST, TDS, TCS etc. as per the applicable laws.

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 company/liquidation assets in the name of the Successful Bidder and such dues, if any, shall have to be borne / paid by the Successful Bidder.

The E-Auction process applicant/ Bidder 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, permissions, or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

M. GOVERNING LAWS 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 Hon'ble NCLT, New Delhi being the Adjudicating Authority.

N. TIMETABLE

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

S. No.	Event	Timeline (Days)
1	Public Announcement of Auction	12th September 2024
2	Submission of Bid Forms, Declaration forms	From 12 nd September 2024 to 11 th October 2024
3	Declaration of Eligible/Qualified Bidders (After verification of the required documents, towards eligibility)	16.10.2024
4	Site Visits and Inspection Period	From 17.10.2024 to 23.10.2024
5	Last Date for Submission of EMD	11.10.2024
6	E — Auction	25.10.2024 (11:00 A.M. PM TO 5:00 PM) With auto extension of 5 minutes each in the event of bids placed in the last 5 minutes, till the auction sale is concluded
7	Announcement of Successful Bidder	25.10.2024 After E-auction completion
8	Issuance of email confirmation as successful bidderand demand of balance of 25% of sale consideration after adjusting EMD	25.10.2024 After E-auction completion
9	Payment by successful bidder of balance of 25% of total sale consideration and issuance of sale confirmation (within 3 days)	28.10.2024

10	0	Payment of balance sale consideration by	24.11.2024
		successful bidder post sale confirmation	
		without any interest (within 30 days of email	
		confirmation as successful bidder and demand	
		of balance amount)	
1	1	Return of EMD for unsuccessful bidders	On or before 01.11.2024

^{*}While the timeline for submission of bid forms and declaration forms is from 12.09.2024 to 11.10.2024, please note that access to documentation, additional information and site visits will be granted only to the eligible bidders.

Note -

1. The timeline for payment of final sale consideration amount shall not be extended. In case the final sale consideration is not paid within the timeline, the Liquidator is bound to /shall have to forfeit the refundable EMD and all the amounts paid by the bidder till that date, as per Provisions of the Code and Process Information Document.

Terms and Conditions of the E-Auction:

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

1. E-Auction is being held for the assets of the company on "AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS" and will be conducted "Online". The auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited, at the web portal https://ncltauction.auctiontiger.net. E-Auction Processdocument containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites https://ncltauction.auctiontiger.net Interested bidders can register, bid and receive confirmation of their bid online.

The requisition of additional information, if any, be sent to <u>insolvency@arck.in & amarremedies.ibc@gmail.com</u>_disclosing the identity and submission of KYC document of the Applicant.

- 2. The E-Auction process applicant/ Bidders should make their own independent inquiries regarding the encumbrances, title of asset of the company put on auction and claims/rights/dues/ affectingthe asset and should conduct their own due diligence prior to submitting their bid. The e- Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The assets of the company are being sold with all the existing and future encumbrances/claims/dues/demands whether known orunknown to the Liquidator, as per the provisions of IBC 2016. Liquidator shall not be responsible in any of way for any third-party claims/rights/dues.
- 3. The E-Auction process applicant/ Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address- Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) Last 3 years Financials and Income Tax Returns (vi) CA Certified Net worth Certificate & CIBIL Report/Credit Report of Applicant (vii) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator by 11.10.2024. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator.
- 4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal https://ncltauction.auctiontiger.net, "Auction Tiger". The Liquidator will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.
- 5. It should be the responsibility of the interested bidders to conduct due diligence, inspect and satisfy themselves before submission of the bid.
- 6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
- 7. The E-Auction / bidding of the corporate debtor- Amar remedies Limited in liquidation, would be conducted exactly on the scheduled Date & Time as mentioned in the Sale Notice and in this Process Information Document, by way of inter-se bidding amongst the bidders. The bidders

have to increase their bid by a minimum incremental amount as follows:

- a. Lot 1 Rs. 50,00,000/- (Rs. Fifty Lakhs) for the auctioned lot 1.
- b. Lot 2 Rs. 5,00,000/- (Rs. FiveLakhs) for the auctioned lot 2.
- c. Lot 3 Rs. 5,00,000/- (Rs. Five Lakhs) for the auctioned lot 3.
- d. Lot 4- Rs. 5,00,000/- (Rs. Five Lakhs) for the auctioned lot 4
- e. Lot 5- Rs. 10,00,000/- (Rs. Ten Lakhs) for the auctioned lot 5

In case bid is placed in the last 5 minutes of the closing time of the e- auction, the closing time will automatically get extended for 5 minutes.

- 8. The EMD of unsuccessful bidders shall be refunded within 7 days. The EMD shall not bear any interest.
- 9. The Liquidator will intimate through mail to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to pay balance of 25% of sale consideration amount after adjusting EMD and remaining 75% of the sale consideration amount within time stipulated in this document. Any default in payment by the successful bidder would entail forfeiture of amount deposited till that date and Liquidator will be free to do the re-auction and the defaulting bidder shall have no claim / right, whatsoever thereafter.
- 10. 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. owing to anybody, as per the provisions of IBC 2016.
- 11. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the e-Auction or withdraw the company from the auction proceedings at any stage.
- 12. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
- 13. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
- 14. It is hereby clarified that if any asset devolves upon the Corporate Debtor pursuant to any future orders of Hon'ble NCLT/any other court or tribunal, the same shall not form part of this sale and will be dealt separately as per the discretion of the liquidator and / or directions of such Hon'ble NCLT/court or tribunal or as per the provisions of the Code/regulations.
- 15. No queries in this regard shall be entertained at the time of opening tenders / holding auction. Post acceptance of bid by the Liquidator, Bidder (s) shall not raise any grievance / complaint and shall not be permitted to withdraw the bid, either on the ground of discrepancy in size/area, defect in title of the assets/properties of the company or on any other ground whatsoever. After the offer of the Bidder is accepted by the Liquidator, such successful Bidder / his or her nominee

shall be deemed to have unconditionally accepted all the terms and conditions of sale of assets of the company and further shall be deemed to have waived all objections as to the title, description, measurements etc. in respect of the Assets/properties of the company.

- 16. The tenderers/bidders/offerors should carry out their due diligence and satisfy themselves on the title, ownership, and statutory approvals etc. of the assets/properties of the company before participating in the auction. Liquidator shall not be liable for any dues /charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation / local authority / Society/ Builder, land & development office dues, statutory dues, taxes and / or dues of any other nature, if any. The Liquidator does not undertake any responsibility to procure any permission / license etc. in respect of assets of the company offered for sale.
- 17. The Sale Certificate will not be issued subject to the operation of any stay/ injunction/restraint order passed by the Hon'ble NCLT/NCLAT/High Court/Supreme Court or any other Court/Tribunal against the issue of Sale Certificate/confirmation of sale.
- 18. The possession will not be handed over to the Successful Bidder pending operation of any stay/injunction/restraint order passed by Hon'ble NCLT/NCLAT/High Court/Supreme Court or any other Court/Tribunal.
- 19. Liquidator may, in its sole discretion, decide to waive / amend/modify/delete any condition under the terms of auction.
- 20. In case of any discrepancy between the publication of sale notice in English & vernacular newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
- 21. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
- 22. The broad list of assets/properties etc. of the company provided here with the bid documentor otherwise uploaded on the respective websites of IPE & Auction Tiger has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the company.
- 23. The liquidator, however, neither guarantee the accuracy or completeness of the list nor confirm the availability of the individual items at the sites of the company. The sale of asset of the company shall be on "As Is Where Is. As Is What Is. Whatever There Is And Without Recourse Basis" and the prospective bidders are cautioned to exercise theirown diligence in respect of the quantity, quality, completeness, condition, usefulness, availability, and any other related aspects. For this the prospective bidders can conduct physical visit of assets / property of the company. The liquidator shall not be responsible for any shortcomings/shortfall or any other consequences arising out of the sale.

Place: Mumbai **Date: 12.09.2024**

Anil Kohli, Designated Partner & Authorized Signatory ARCK Resolution Professionals LLP acting as Liquidator Amar Remedies Limited Reg No.: IBBI/IPE-0030/IPA-1/2022-23/50013

Reg No.: IBBI/IPE-0030/IPA-1/2022-23/50013 AFA Valid Upto: 19.12.2024

40	O Angel Phowen 16 V.C. Mang (Connenght Place) New Polls: 110001	
40	9, Ansal Bhawan, 16 K.G. Marg (Connaught Place), New Delhi - 110001 Tel: 011-45101111 Email: insolvency@arck.in & amarremedies.ibc@gmail.com	
	31	

ANNEXURE I

		<u> </u>	APPLICATION FORM	
Date:				
ARCK Liquida Corresp	Resolution Profession ator — M/s Amar Rem pondence Address: AR	als LLP nedies Li RCK Res		
Dear Si	ir,			
			in the E-Auction announced by you in the newspape	r publication dated
•••••	In	••••••	(name of media journal)	
Details	s of Corporate Debtor		D P	
	Name	Amar I	Remedies Limited	
	Account No.	001225	60002849	
	Bank Name	HDFC 1	Bank Ltd	
	Branch Address	Savarka	ar Marg, Prabhadevi, Mumbai	
	IFSC Code	HDFC0	0000012	
Details	s of Bidder:			
	Name of Bidder:			
	Constitution of Bidd	er:		
	Contact No.:			

I/We/M/s----- also enclose copies of the required KYC documents and the Affidavit. I/We request you to kindly verify the same and notify us of our eligibility in furtherance to the process.

Email ID: PAN No.: Address:

Date:	Signature
Place:	STAMP
Tacc.	

ANNEXURE II AFFIDAVIT AND UNDERTAKING

(To be submitted along with stamp paper of appropriate value, duly notarized)

Date:

To

Mr. Anil Kohli, Designated Partner & Authorized Signatory
ARCK Resolution Professionals LLP acting as Liquidator
Liquidator — M/s Amar Remedies Limited
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

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

Dear Sir,

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

I/We have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I/We confirm that neither **XYZ Limited** nor any person acting jointly with **XYZ Limited** or any person who is a promoter or in the management or control of **XYZ Limited** or any person acting jointly orin concert with **XYZ Limited**:

- a) is an undischarged insolvent;
- b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949(10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:
- d) has been convicted for any offence punishable with imprisonment
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or
 - (ii) for seven years or more under any law for the time being in force:
- e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
- f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

- g) has been and/or is a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:
- h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part
- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) has a connected person not eligible under clauses (a) to (i)
- B. I/We undertake on behalf of **XYZ Limited**, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
- C. I/We declare and undertake that in case **XYZ Limited** becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- D. I/We also undertake that in case **XYZ Limited** becomes ineligible at any time after submission of the EMD, then the refundable EMD would be forfeited and the same would be deposited in the account of Amar remedies Limited In Liquidation.
- E I/We also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- F. I/We confirm that the said declaration and disclosure is true and correct.

G.	I/We am/are duly authorized to submit this declaration by virtue of letter of authorization/Power of
	Attorney dated

(DEPONENT)

VERIFICATION

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

(DEPONENT/S)

ANNEXURE III

LETTER INITIMATING DEPOSIT OF EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE/ASSOCIATE COMPANY

Mr. Anil Kohli, Designated Partner & Authorized Signatory ARCK Resolution Professionals LLP acting as Liquidator Liquidator — M/s Amar Remedies Limited Correspondence Address: ARCK Resolution Professionals LLP, 409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

[Copy To:]

[Insert name of the Bidder with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money Deposit on behalf of bidder in relation to the auction of assets of Amar remedies Limited – in liquidation (the company)

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

The details of the transaction for the EMD deposited is as follows:

Name of Applicant:	
Transaction Reference No.:	
Date of Transaction:	
Amount Deposited:	
Details of Asset for which the EMD is	
deposited/Lot No. of Asset:	

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

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Information Document. Thank you.
Yours Sincerely,
[Signatures and name of the Authorised Officer of the Associate Company]

Rubber stamp/ seal of Associate Company

ACKNOWLEDGEMENT

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

Yours Sincerely,

[Signatures and name of the Authorised Officer of the bidder]

Rubber stamp/ seal of the Bidder

ANNEXURE IV Declaration by Bidders

(To be submitted along with stamp paper of appropriate value, duly notarized)

To
Mr. Anil Kohli, Designated Partner & Authorized Signatory
ARCK Resolution Professionals LLP acting as Liquidator
Liquidator — M/s Amar Remedies Limited
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

Dear Sir,

- 1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets of company, as specified in the E-Auction Process Information Document ("EPID") dated _____and have understood them fully. I /We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
- 2. I/We declare that the Earnest Money Deposit (**EMD**) and the deposit towards purchase-price have been made by me/us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
- 3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("Liquidator") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
- 4. I / We also agree that after my /our offer given in my /our bid for purchase of the assets of company is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. In case final sale consideration amount is not paid within timeline, the liquidator shall forfeit EMD.
- 5. I/We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of asset of the company. I/We, state that I/We, have fully understood the terms and conditions therein and agree to be bound by the same.
- 6. I / We confirm that our participation in the e-auction process, submission of bid or acquisition of the assets of the company, pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in breach of, or constitute adefault under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement

order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

- 7. The decision taken by the Liquidator with respect to the selection of the Successful bidderand communicated to me/us shall be binding on me/us.
- 8. I / We also undertake to abide by the additional conditions if announced during the e- auction process including any announcement(s) on correction of and / or additions or deletions till the time of auction at auction portal.
- 9. I / We confirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to any unforeseen circumstances etc. before or during the auction event.
- 10. I/We hereby confirm that I/we are eligible to purchase the assets of the Companyunder Section 29A read with Section proviso to Section 35 (1) (f) of the Insolvency and Bankruptcy Code, 2016.

(Signature with	
SEAL)Name:	
Address	
:Email:	

ANNEXURE V

Technical Terms & Conditions of E-Auction Sale

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

ection to participate in	•		

ANNEXURE VI- Background and Asset

DETAILS OF ASSET IN THE NAME OF THE CORPORATE DEBTOR

<u>Location 1: Plot No. 168/31, 32 & 41, 42, Dabhel Industrial Co-operative Society Limited, Dabhel, Daman (UT)</u>

Details of Land & Building:

Plot No. 168/31,32 & 41, 42 : Freehold Land			
Land Area:	4,459 Sqm		
T.S. No./ Village:	Industrial Plot at Dabhel Industrial Co-		
_	operative Society		
Boundaries of Plot:	- North: 8m Road		
	- South: Plot No. 31 & Road		
	- East: - Plot No. (31A) & Plot No. 43		
	- West: - Plot No. 41 & Road		
Year of	2013		
Construction:			
Number of Floors	Ground Floor, 1st Floor & Part 2nd Floor		

Connectivity



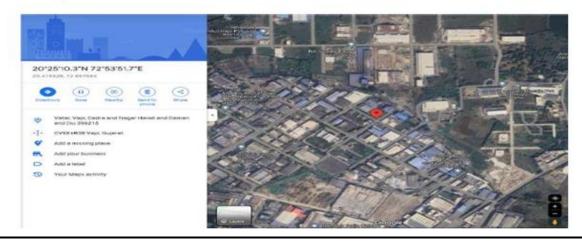
The subject Property is located about 169 KM from Chhatrapati Shivaji Maharaj International Airport.

The subject Property is located about 8 KM from Bagwada Railway Station.

The subject Property is located about 7 KM from Vapi Bus Station.

Location Map & Guideline Rates

The following map indicates the Satellite Image of the subject property and surrounding development



PHOTGRAPHS OF SOME OF THE MAJOR ASSETS: DABHEL PLANT



Plant Building



Plant Building



Water Logging in the Factory



Factory Premise



Factory Premise



Factory Premise



Material Lift



Factory Premise



Factory Premise



Steel Vessels & other Equip



Vibro Energy Grinding Mill



Shrink Wrapping Machine



Details of Plant & Machinery at Dabhel:

S.No	Asset Classification	Item Description	UOM	Qty	
1	Plant & Machinery	Material Lift	NOS	1	
2	,	Vibro Energy Grinding Mill	NOS	1	
3		SS Vessels-20 Lit (Cylindrical)	NOS	5	
4		Automatic Powder Packing Machine	NOS	1	
5		Shrink Wrapping Machine	NOS	1	
6		Screw Elevator	NOS	1	
7		Powder Blender	NOS	2	
		Total			
8	Furniture & Fixture	Window AC	NOS	2	
9		Office Table	NOS	1	
10		Mask Light	NOS	4	
11		Plastic Chair	NOS	2	
12		Water Tank- Sintex	NOS	3	
13		Working Tables (Wooden Top)	NOS	4	
14		Steel Tables (10'x2.5')	NOS	5	
15		Steel Tables (6'x2.5')	NOS	5	
16		Steel Chair	NOS	1	
	Total				
17	Electrical Installation	Electric Control Panel	NOS	3	
	Total				
18	Other	Plastic Drum	NOS	11	
19		Wooden Pallets	NOS	100	
20		GI Duct (1.5'x1.5')	FT	20	

Location II: Plot No. 375/14, Kachigam, Hill Industrial Estate, Zari Road, Daman (UT)

Details of Land & Building:

Plot area and boundaries of the property as follows:

Plot No. 375/14: Freehold Land			
Land Area:	1,922.18 Sqm		
T.S. No./ Village:	Kachigam		
Year of	2000		
Construction:			
Number of Floors	Ground Floor & 1st Floor		

Connectivity



The subject Property is located about 160 KM from Chhatrapati Shivaji Mahraj Airport.



The subject Property is located about 4 KM from Vapi Railway Station.

The subject Property is located about 4 KM from Vapi Bus Station.

Location Map & Guide line Rate

The following map indicates the Satellite Image of the subject property and surrounding development



PHOTGRAPHS OF SOME OF THE MAJOR ASSETS: KACHIGAM



Plant Entrance



Reception Area



Reception Area



Factory Premise



Factory Premise



Factory Premise



Factory Premise



Air Curtain



Electrical Installations



Electrical Installations



Air Curtain & other



Automatic Bottling Machine



Plant & Machinery



Furniture & Fixture



Plant & Machinery



Plant & Machinery



Plant & Machinery



Printer Drum



Furniture & Fixture



Furniture & Fixture



Factory Premise



Furniture & Fixture



Packing Material



SS Vessel



SS Vessel



Packing Conveyor Belt



Furniture, Fixture & Packing Mtl



SS Vessel



Cosmetic Holding Tank



Material Holding Tank



Material Holding Tank



Material Holding Tank



Air Compressor Unit



Centrifuge



Material Holding Tanks



SS Vessel



RO Water Plant



Material Holding Tanks





Mixer-1 Ton



Split Air Conditioning Unit



Mixer-1 Ton



Material Handling Trolley



Mixer-1 Ton



Agitator Machine



Plastic Drums etc



Drilling Machine



Mixer Machine

Details of Plant & Machinery at Kachigam:

S.No	Asset Classification	Item Description	UOM	Qty
1	Plant & Machinery	Automatic Botteling Machine	NOS	3
2		Material Packing Machine- Collar Type	NOS	1
3		Steel Tables (Wooden Top)-Woking 6'	NOS	4
4		Ointment Tube Filling Machine	NOS	2
5		Pouch Packing Machine	NOS	1
6		Machine-Unknown (Steel)-50 Kg	NOS	1
7		Mixing Tanks-50 Lit	NOS	4
8		Packing Conveyor Belt	NOS	1
9		Cosmetic Holding Tank-3000 Lit	NOS	2
10		Air Compressor (T30) Ingersol Rand	NOS	1
11		Sobitol Tank (SS)-500 Lit	NOS	1
12		Industrial RO Water Plant	NOS	1
13		Hot Water Tanks-500 Lit	NOS	2
14		Mixer-1 Ton Cap	NOS	9
15		Material Handling Trolley	NOS	1
16		SLS Needle	NOS	1
17		SS Agitator machine	NOS	1
18		Sodium Saccrine Mixer Drum-25 Lit	NOS	1
19		Drill Machine		1
20		Double Story Rotary Tablet Press	NOS	1
21		Chemical Milling Machine	NOS	1
22		Cyclon Dust Collector NOS		1
23		Mixer Machine- Small N		1
24		Grain Milling Machine-Small	NOS	1
26		Printer Drum-Scrap	NOS	50
27	Furniture & Fixture	Air Curtain	NOS	3
28		Fire Extinguisher	NOS	11
29		Wooden Stool	NOS	1
30		Wooden Table	NOS	5
31		Portable Drilling Machine	NOS	1
32		Plastic Pallet		20
33		Steel Chair	NOS	3
34		Steel Tables-Office NOS		2
35		Wooden Pallet	NOS	150
36		Steel Tables (Wooden Top)-Woking 10'	NOS	7
37		Indicator Stands (Iron)	NOS	15
38		White Boards	NOS	2
39		Director Chair	NOS	2

40		Director Table	NOS	1
41		Reception Table	NOS	1
42		Slotted Racks	NOS	11
43		Wall Fans- Armada	NOS	5
44		Steel Almirah	NOS	1
45		Wooden Cabinet	NOS	2
46		Plastic Stools	NOS	47
47		Air Conditioner (Split)	NOS	4
48		Steel Pallet	NOS	1
49		Window AC - Scrap	NOS	4
50		Steel Cabinet	NOS	1
51		Water Cooler-cum-Dispenser (Scrap)	NOS	1
52		Sofa Set- 1 seater	NOS	3
53		Chairman Chair	NOS	1
54		Intercom Instrument	NOS	1
		•		
55	Laboratory Equip	Hot Air Oven	NOS	3
56		Water Bath	NOS	1
57		Bursting Strength Tester	NOS	1
58		Refrigerator- Double Door	NOS	1
59		Autoclave (Meta Lab)	NOS	1
60		Humidity Conditioning Chamber	NOS	1
61		Refrigerator-165 Lit	NOS	1
62		Digital Colony Counter	NOS	1
63		Analytical Balance	NOS	2
64		Melting Point Apparatus	NOS	1
65		Water Distallation Unit for Lab	NOS	1
66		Dryer Oven	NOS	2
67		Centrifuge- Scrap	NOS	1
68		Electric Furnace (Make-Relax)	NOS	1
69	Electrical Installations	Electric Control Panel	NOS	3
- 07	Liceti icai motattativiis	Total	1100	J
70	Others	Bus Tyre- Approx 35 KG	NOS	1
71	others .	Plastic Drum	NOS	13
72		Plastic Funnel	NOS	1
73		Plastic Crates	NOS	7
74		Drum- Steel	NOS	2
′⁴		Diani oteet	1100	

Location III: situated at Khata Khatauni No. 556, Part of Khasra No. 1051/1, and Khata No. 557 Part of Khasra No. 1051/2, Mauza Centra Hope Town, Pargana Pachhwa Doon, Tehsil Vikasnagar, District Degradun, Uttrakhand-

Details of Land & Building:

Plot area and boundaries of the property as follows:

Khata Khatauni No. 556, Part of Khasra No. 1051/1, and Khata No. 557 Part of Khasra No. 1051/2: Freehold Land				
Land Area:	6910.20 Sqms (after sold to Lotus)			
T.S. No./ Village: Selaqui				
2006				
Year of				
Construction:				
Number of Floors	Ground Floor, 1 st Floor & 2 nd Floor			

Connectivity



Location Map & Guide line Rate

The following map indicates the Satellite Image of the subject property and surrounding development



PHOTGRAPHS OF SOME OF THE MAJOR ASSETS: DEHRADUN PLANT



Main Entrance



Factory Building



Factory Entrance Gate 2



Factory Building



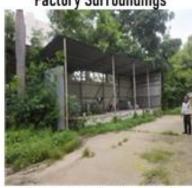
Factory Surroundings



Guard Room



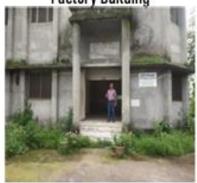
Factory Building



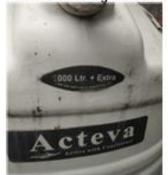
Material Loading Platform



Factory Building



Factory Building 2



Water Tank



Water Tank









Furniture



Water Tank



Furniture & Fixture



Fire Extinguishers





Furniture



Furniture & Fixture



Furniture



Furniture



Broken Door



Quarantine Area



Raw Material Store Area



Quarantine Area



Dispensing Room Area



Sampling Room Area



Laboratory Area



Powder Mixing Area



Manufacturing Area



Plant & Machinery



Mixer



Mixer



Mixer



Raw Material



Packing Material



Packing Material



Laboratory Area



Machine Circuit



Machine Circuit



Automatic Bottling Machine



Automatic Bottling Machine



Automatic Bottling Machine



Automatic Bottling Machine



Automatic Bottling Machine



Automatic Bottling Machine

Details of Plant & Machinery at Dehradun:

S.No	Asset Classification	Item Description	UOM	Qty
1	Diant C Machinery	Mixer-1 Ton	NOS	2
╙	Plant & Machinery		_	
2		Automatic Botteling Machine	NOS	2
3		DG Set-200 KVA	NOS	1
		Total		
4	Furniture & Fixtures	Water Tank (Acteva)- 1000 Lit	NOS	1
5		Water Tank- 500 Lit	NOS	2
6		Wooden Office Table	NOS	6
7		Wooden Side Cabinet	NOS	1
8		Office Revolving Chair	NOS	1
9		Wooden Computer Table	NOS	2
10		Display Board with Door	NOS	1
11		Fire Extinguishers	NOS	25
12		SS Sink	NOS	1
13		Wooden Reception Table	NOS	1
14		Wooden Lab Cabinet-12'	NOS	3
15		Steel Almirah	NOS	1

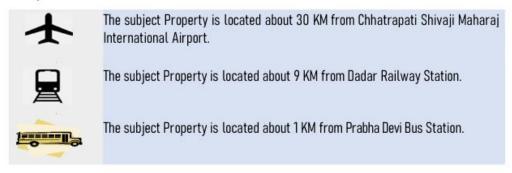
<u>Location IV: Sane Guruji Premises, 2nd Floor, Block-3, Veer Savarkar Marg, Prabhadevi, Mumbai</u>

Details of Land & Building:

Plot area and boundaries of the property as follows:

Kharsa No. 1051/1 & 1051/2: Freehold Property				
Flat Buildup Area:	5,830 Sq Ft			
T.S. No./ Village:	Prabhadevi			
Boundaries of	- North: Vijay Sale			
Building:	- South: HDFC Bank			
	- East: Siddhivinayak Temple/ Veer			
	Savarkar Road			
	- West: IDFC Bank/ Plot No. 384G			
Number of Floors	2 nd Floor			

Connectivity



Location Map

The following map indicates the Satellite Image of the subject property and surrounding dev.



PHOTOS OF MUMBAI UNIT















STATUS OF MATERIAL LITIGATIONS

NCLT

S. No	Particulars	Status
1	IA (I.B.C)/392/MB/2021	Pending. No NDOH on
	Anil Goel	website
	VS	
	Sagar Shah & Ors.	
2	M/s. Arck Resolution Professionals LLP	YET TO BE LISTED
	Though its designated partner Anil Kohli	
	EXCLUSION APPLICATION	
3	M/s. Arck Resolution Professionals LLP	YET TO BE LISTED
	Though its designated partner Anil Kohli	
	LIST OF STAKEHOLDERS	
4	M/s. Arck Resolution Professionals LLP	YET TO BE LISTED
	Though its designated partner Anil Kohli	
	DDELIMINADY DEDODA	
_	PRELIMINARY REPORT	TIPE TO DE LICERE
5	M/s. Arck Resolution Professionals LLP	YET TO BE LISTED
	Though its designated partner Anil Kohli	
	PROGRESS REPORT	