

E-AUCTION PROCESS INFORMATION SHEET

Invitation for bids for auction/sale of assets of Super Multicolor Printers Limited (In liquidation)

CIN: U74300CH1992PTC012491

**REGISTERED OFFICE: PLOT NO 104, INDUSTRIAL AREA PHASE - I,
CHANDIGARH**

E-Auction of Business of the Corporate Debtor comprising of Blocks of Assets (As detailed herein this Information Sheet) of Super Multicolor Printers Private Limited (in Liquidation) in consonance with the provisions of Insolvency and Bankruptcy Code, 2016 (“Code”) and the order passed by Hon’ble National Company Law Tribunal (“NCLT”) – Chandigarh Bench in [CP (IB) No. 08/Chd/CHD/2017] dated May 23, 2018.

Date of Announcement:	8 th July, 2020
Date of E-Auction:	20 th July, 2020
Issued by:	CA Rajiv Khurana (Liquidator) IBBI Reg. No: IBBI/IPA-001/IP-P00126/2017-18/10268 # 1299, Sector 15-B, Chandigarh - 160015 Email : ip.rajivkhurana@gmail.com , Mobile : 9815547399

CA RAJIV KHURANA (Insolvency Professional) has been appointed as Liquidator of Super Multicolor Printers Limited “In Liquidation” by Hon’ble National Company Law Tribunal (NCLT), Chandigarh Bench vide order dated 23.05.2018 to manage, protect, sell and liquidate the property, assets, business and other affairs of Super Multicolor Printers Limited (In Liquidation).

PLEASE NOTE:

1. This E-Auction Process Information Sheet 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 Sheet.
3. As there is no functional website of the Corporate Debtor, hence the timelines, notifications, updates and other details for the e-auction process are available at <https://ncltauction.auctiontiger.net>
4. Bidders desirous to submit their bid have to submit their Bids on E-Auction Portal <https://ncltauction.auctiontiger.net>

1. SCHEDULE OF E-AUCTION PROCESS

The following timetable shall apply to the E-Auction Process.

S No	Event	Timeline
1	Public Announcement of Auction of the Asset Block mentioned herein this Information Sheet.	08.07.2020
2	Opening of Information Website	08.07.2020
3	Last Date of Submission of Documents as Referred in Clause F and EMD as referred in clause J.	17.07.2020
4	Site Visits & Discussion meetings	12.07.2020 to 15.07.2020
5	Due Diligence by Liquidator	18.07.2020 to 19.07.2020
6	E- Auction	20.07.2020 (03.00 PM – 05.00PM)
7	Announcement of Successful Bidder & Issue of LOI.	21.07.2020
8	Payment of 1st Instalment By successful Bidder i.e. 10% of Bid Money	Within 3 days from date of issue of LOI
9	Payment rest of Bid Money.	Within 90 days from the date of Issue of LOI
10	Issue of Sale Certificate/Transfer document	Within 15 days from the date of receipt of complete payment as Auctioned.
11	Return of EMD to unsuccessful bidders	By 08.08.2020

Please note the timeline is mentioned hereinabove is for ease of reference of the bidder. The Bidder must go through E-Auction Process Information Sheet and other allied documents published on <https://ncltauction.auctiontiger.net> and such other documents and information provided by Liquidator.

The timelines may be amended by the Liquidator through issuance of an addendum.

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2. DISCLAIMERS

1. This E-Auction Process Information Sheet is issued by the Liquidator for general information purposes only.
2. The purpose of this document is to lay out the process for submitting the E-Auction Bids in accordance with the Insolvency and Bankruptcy Code, 2016 (I&B 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 Sheet 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 Sheet claims to be comprehensive. Users of this document/Bidders should conduct their independent due diligence of the captioned company.
5. This E-Auction Process Information Sheet and information contained herein or disclosed otherwise should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.
6. Neither the Liquidator, nor any of his Legal or other Associates/appointees, 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 Sheet, 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 Sheet, 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 amended to date as well as all laws in force that are or may become

applicable to the applicant or the sale process and for obtaining requisite regulatory permissions/approvals..

8. It is to be noted that by procuring a copy of this E-Auction Process Information Sheet, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Sheet and part of all the other terms and conditions of this E-Auction Process Information Sheet.
9. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company and its previous management 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 Sheet 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 Sheet 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 Sheet may not be complete, accurate, adequate or correct. Bidders should, therefore, conduct their 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 Sheet and may get independent advice from appropriate sources.

13. Information provided in this E-Auction Process Information Sheet 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 Sheet.

A. INFORMATION THAT MUST BE READ BEFORE BIDDING:

1. This E-Auction Process Information Sheet has been issued for the purpose of carrying out electronic auction (e-Auction) of assets of Super Multicolor Printers Limited (In liquidation) under the provisions of the Insolvency & Bankruptcy Code, 2016 (I&B Code, 2016) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Regulations).
2. The information provided in this E-Auction Process Information Sheet should be read together with the provisions of the I&B Code, 2016 and the Regulations. In the event of a conflict between this e-Auction Process Information Sheet and the I&B Code, 2016 or the Regulations, the provisions of the I&B Code, 2016 or the Regulations, as the case may be, shall always prevail.
3. The information contained in this E-Auction Process Information Sheet or subsequently provided to Bidder(s), whether verbally or in documentary or any other 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 Sheet.
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 Sheet.
5. The issuance of this E-Auction Process Information Sheet 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 if bidder found ineligible, has violated any of the clause of this E-Auction Process Information Sheet or has violated the terms of LOI (if selected as successful bidder).

6. Details with respect to the e-auction are as follows:

Bid Type	E-Auction
Seller	Rajiv Khurana - Liquidator for Super Multicolor Printers Private Limited (In Liquidation)
Website	https://ncltauction.auctiontiger.net
Service Provider	E-Procurement Technologies Ltd (Auction Tiger) URL : https://ncltauction.auctiontiger.net Contact Person: Sh. Sachin Sharma – Ph. 9988137576,
Annexure & Formats	1. Appendix A - Affidavit 2. Appendix B - Bid Form (duly filled up and signed & stamped by the Bidder and uploaded) 3. Appendix C - Declaration by the Bidder (duly filled up and signed & stamped by the Bidder and uploaded along with the Bid Form) 4. Appendix D - Format for EMD payable by an Associate 5. Annexure I- Terms & Conditions of the E-Auction 6. Annexure II- Technical Terms & Conditions of the E-Auction 7. Annexure III- Description of Assets 8. Please visit www.insolvencyservice.in for e-auction documents
Special Instructions	Please note that this E-Auction is the most important part of the Liquidation process 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 the part of the Bidder.

7. All terms and conditions with respect to the sale of the assets (as mentioned herein) and properties 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 the NCLT, the Liquidator shall exercise all rights with respect to sale of the Assets and Properties (as mentioned herein) 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 such assets.

8. The Annexures to this E-Auction Process Information Sheet shall form an integral part hereof and this E-Auction Process Information Sheet shall always be read in conjunction with the Annexures appended hereto.
9. The title document relating to the properties shall be available on request to be made to the Liquidator.

B. KEY DEFINITIONS:

“Adjudicating Authority” or **“NCLT”** shall mean the Hon’ble Chandigarh Bench of the National Company Law Tribunal;

“Applicable Laws” shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Sheet or thereafter and each as amended from time to time;

“Bid” means, any bid submitted by the Bidders as required in terms of this E-Auction Process Information Sheet 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 contract or otherwise;

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

“E-Auction Process Information Sheet” 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 include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

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

“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 the I&B Code, 2016;

“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 fulfils the eligibility criteria listed out in the E-Auction Process Information Sheet.

“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:

1. The Company's Liquidation Process has been initiated under the provisions of the I&B Code, 2016 by an order of the Hon'ble NCLT Chandigarh bench dated 23rd May 2018. Vide same order, CA Rajiv Khurana (Insolvency Professional) IBBI Regn. No. IBBI Reg. No: IBBI/IPA-001/IP-P00126/2017-18/10268 has been appointed as the Liquidator.
2. It is the endeavour of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of IBBI (Liquidation Process) Regulations 2016, and in consonance with the Code, its regulations, rules, circulars, directions or notifications etc. issued pursuant to or under the Code and as per directions, if any, of the Hon'ble NCLT (Chandigarh Bench) in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Sheet.
3. The E-Auction is being conducted in the manner specified in the Schedule I read-with Regulation 33 of IBBI (Liquidation Process) Regulations 2016, as per directions of the Hon'ble NCLT Chandigarh (if any) and as per this E-Auction Process Auction Sheet.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the Insolvency & Bankruptcy Code 2016, its rules, regulations,

D. THE COMPANY AND IT'S ASSETS OVERVIEW:

Brief Background:

Super Multicolor Printers Private Limited (In Liquidation) was promoted by Mr. Sunil Guglani and Mrs. Suman Guglani for setting up a unit to carry on business activity of Printing & Packaging material, printing labels, lamination & corrugated boxes. The company was incorporated as a private limited company on 21.07.1992 to carry on business activity of Printing & Packaging material, printing labels, lamination & corrugated boxes.

“Super Multicolor Printers Private Limited” was placed into Corporate Insolvency Resolution Process (CIRP) by Hon’ble National Company Law Tribunal Chandigarh Bench, Chandigarh (NCLT) Vide order No. CP(IB)NO. 08/Chd/CHD/2017 dated 07-04-2017. No Resolution Plan was accepted during Corporate Insolvency Resolution Process Period and finally vide order dated 23.05.2018, the Hon’ble Chandigarh Bench of NCLT ordered for Liquidation.

Present Status:

On 23rd May, 2018, the National Company Law Tribunal, Chandigarh Bench, in Company Petition No. CA No. 136/2018 IN CP (IB) No. 08/Chd/CHD/2017 ordered for liquidation of the Company. Mr. Rajiv Khurana was appointed as the Liquidator of the Company. The Liquidator has taken the custody and control of the Assets of the company and has appointed a security agency to secure the premises.

E. ELIGIBILITY:

A person, who is not eligible to be a “Resolution Applicant” in accordance with the provisions of Insolvency & Bankruptcy Code 2016 & Regulations thereof (as amended time to time), cannot take part in the bidding process.

Liquidator reserves the right to reject all or any of the bidders or bids if the bidder is found to be ineligible as per the above mentioned clause.

F. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF 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 Identification, Address-Proof, PAN card, Valid E-mail ID, Contact Number;
2. Authorization of the Signatory (in case the bidder is a legal entity)
3. Statement on Oath in form of Affidavit by the E-Auction Applicant (through a duly Authorized person along with documents of such authorization), specifically stating that the bidder is eligible to be Resolution Applicant and is not barred / ineligible to be “Resolution Applicant” in consonance with the Provisions of the I&B Code, 2016. (The Format of the affidavit required is appended as **APPENDIX A**).
4. An eligible bidder will need to submit the duly filled, signed and stamped Bid Application Form appended as **APPENDIX B**.
5. Duly filled, signed and stamped Declaration by Bidders appended as **APPENDIX C**.

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 verify and evaluate their eligibility. The liquidator, at his discretion may disqualify the prospective bidder for non-submission of the requested documents.

G. PHYSICAL VERIFICATION AND SITE VISIT:

Interested parties may request the Liquidator to arrange for physical verification and site visit of the Property and Assets of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting in consonance with the timeline as prescribed in **Clause R**. The details with respect to the discussion meeting shall be communicated to the party in advance. The Liquidator reserves the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the interested party.

H. DUE DILIGENCE:

The Liquidator shall endeavour to provide necessary assistance, facilitating for the conduct of due diligence by interested Bidders. The information and documents shall be provided by the Liquidator in good faith.

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. All local taxes/ GST/TCS / TDS/ loading & Unloading expenses/ Duties/Cess/Statutory or Non Statutory dues (by whatever name may be called) maintenance fee etc., outstanding as on date or future due amount/taxes in respect of the relevant asset should be ascertained by the E-Auction process applicant and would be borne by the successful bidder, in addition to the bid money/sales consideration.

I. ASSETS TO BE AUCTIONED AND RESERVE PRICES:

The Business of the Corporate Debtor comprising Assets mentioned herein below is up for sale as a going concern by way of e-auction. It may be noted that the sale is conducted as sale of business of the corporate debtor as a going concern. The bidders may kindly note that the bids shall be accepted for all the Asset comprised therein as mentioned herein below:

Assets	Asset Block	Reserve Price	EMD
Land & Building	<u>A-</u> Land at Vill Kishanpura, Pargana Dharampur, Teh Nalagarh, Distt. Solan HP. 1. Khewat/Khatoni No 358/443, Khasra No 659(2-3), kite 1, land measuring 2 Bigha-3 biswas vide Sale deed no. 2343/2006 dated: 19/10/2006 & building constructed thereon 2. Khewat/Khatoni No 219 Min/280 Min, Khasra No 660(3-16), kite 1, land measuring 3 Bigha-16 biswas vide Sale deed no. 2350/2006 dated: 26/10/2006 & building constructed thereon.	Rs 650.00 Lac Rupees Six crore Fifty lac Only. (Business of the corporate debtor as a going concern comprising all Blocks of assets A, B & C to be auctioned together)	Rs 15.00 Lac (Rupees Fifteen Lac Only)
Plant & Machinery	<u>B-</u> Plant & Machinery (As per Annexure I):- 1. Plant and Machinery 2. Furniture and Fixture, Office Equipments		
Inventory, Stock & Financial Assets	<u>C-</u> 1. Raw Material/Finished Goods/Packing Materials 2. Cylinders 3. Spare/Consumables 4. All Financial Assets including debtors & Intangible Assets		
Vehicle	Cruze (Chevrolet) VCDI LTZ Saloon, Model-2011	Rs. 1.50 Lac (Rupees One Lac Fifty Thousand Only)	Rs 10,000/- (Rupees Ten Thousand Only)

* The bidder shall have to pay GST or any other applicable taxes, in addition to the bid money.

The details of the Assets underlying with the Blocks are annexed as **Annexure III**

It is to be noted that the bidders cannot place a bid for the block of assets at a value below the reserve price. Further, the bidders can increase their bid by a minimum incremental amount of Rs. 10,00,000/- (Rupees Ten Lac Only) for the Asset Blocks A, B & C together and Rs 5000/- (Rupees Five Thousand Only) for the Asset Block D.

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

J. EARNEST MONEY DEPOSIT (EMD):

All the E-Auction Process Applicants shall provide, the amounts indicated in **Clause I** above as Earnest Money Deposit (EMD) in accordance with the timelines prescribed in **Clause R**.

It may be noted that the Bidder may request the Liquidator to allow the Bidder to submit EMD 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 **APPENDIX IV** (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Sheet. 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.

1. The Earnest Money Deposit, which shall not bear any interest, has to be paid by the Bidder prior to uploading the online bid form.
2. Through RTGS / NEFT/ Demand Draft to the account number of the company as provided under:

Account No,	4207002100002376
Beneficiary Name	Super Multicolor Printers Private Limited - In Liquidation
Bank	Punjab National Bank
Branch	LCB, Sector 17 B, Chandigarh
IFSC	PUNB0420700

3. The details of any remittances in this regard shall be intimated to the Liquidator through Email in APPENDIX – B on or before 17.07.2020.
5. Bidders shall preserve the remittance Challan and shall produce the same before the Liquidator as and when demanded.
6. All the payments to be made by the Bidder under the e-auction shall be intimated at *ip.rajivkhurana@gmail.com*.

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

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:

1. If there is a breach of any of the conditions under this E-Auction Process Information Sheet by the Bidder or in case Bidder is found to have made any misrepresentation; or
2. If Bidder is found to be ineligible by the Liquidator.; or
3. If the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application or defaulting LOI, the Liquidator shall have the right to forfeit the EMD furnished by the Successful Bidder as well as the money deposited till that date. Upon such default, the next highest bidder shall be declared as Successful Bidder and will be allowed to make the payment in according to the terms of LOI issued to him.

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 assets on sale, of the Company,

In case the auction fails, then the Earnest Money paid by the e-auction process applicant shall be returned (without interest) to the bidder, by 08.08.2020.

K. ISSUANCE OF LETTER OF ACCEPTANCE/INTENT (LOI)

The liquidator shall inform the Successful Bidder about selection of his bid and shall issue him Letter of Intent (LOI) through email on 21.07.2020 which shall be binding on the Successful Bidder.

L. PAYMENT OF SALES CONSIDERATION

The Successful Bidder shall make the payment of the Bid Amount as per the following schedule –

- a. Within 3 days of receipt of LOI : 10% of the Bid Amount
- b. Within 90 days of receipt of LOI : Balance 90% of the Bid Amount

However, payments to be made after 30 days of receipt of LOI shall attract interest @ 12% per annum.

Any default in the payment of bid money (as stipulated in the LOI), by the successful bidder would entail forfeiture of EMD deposited and any further amount already paid. Thereafter the next highest bidder shall be declared as Successful Bidder, and will be issued LOI immediately. In case the subsequent bidder(s) also fails to make the payments the subject Assets Block, the Asset Block in Auction will be put to re-auction and the defaulting bidder(s) shall have no claim / right in respect of property / amount, whatsoever. It may also be noted that if any successful bidder withdraws his Bid Application or fails to comply with terms of LOI, he shall become ineligible to take part in re-auction of the said Asset Block, if re-auction takes place.

M. ISSUE OF SALES CERTIFICATE/TRANSACTION DOCUMENTS

A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company (through Liquidator) Upon receipt of the entire sale consideration within a period of 30 days from the date of receipt of the entire sale consideration.

N. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder(s) for the combined asset blocks in slump sale. 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 vest with the Liquidator at all times.

O. 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 Sheet, 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 Liquidator 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 Sheet 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 there from, before or after the execution thereof, at any time prior to the expiry of 1(one)

year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or

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

The Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.

P. 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 re-imbursement 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, cess, duties applicable on sale of assets like **GST/TCS/TDS/Cess** etc. (by whatever name these may be called) would be borne by the successful bidder, in addition to the bid money.

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 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 I&B Code, 2016 and the Regulations as well as all Applicable Laws. 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.

Q. GOVERNING LAW AND JURISDICTION

This E-Auction Process Information Sheet, the auction Process and the other documents pursuant to the E-Auction Process Information Sheet shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Sheet or the E-Auction Process shall be subject to the exclusive jurisdiction of Hon'ble NCLT, Chandigarh Bench.

R. TIME TABLE FOR E-AUCTION PROCESS

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

S No	Event	Timeline
1	Public Announcement of Auction of the Asset Block mentioned herein this Information Sheet.	08.07.2020
2	Opening of E-Auction Portal or Information Website	08.07.2020
3	Last Date of Submission of Documents as Referred in Clause F and EMD as referred in clause J.	17.07.2020
4	Site Visits & Discussion meetings	12.07.2020 to 15.07.2020
5	Due Diligence by Liquidator	18.07.2020 to 19.07.2020
6	E- Auction	20.07.2020 (03.00 PM – 05.00PM)
7	Announcement of Successful Bidder & Issue of LOI.	21.07.2020
8	Payment of 1st Instalment By successful Bidder i.e. 10% of Bid Money	Within 3 days from date of issue of LOI
9	Payment rest of Bid Money.	Within 90 days from the date of Issue of LOI
10	Issue of Sale Certificate/Transfer document	Within 15 days from the date of receipt of complete payment as Auctioned.
11	Return of EMD to unsuccessful bidders	By 08.08.2020

ANNEXURE I

TERMS AND CONDITIONS OF THE E-AUCTION

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

1. E-Auction is being held on “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS” and will be conducted “On Line”. The auction will be conducted at the E Auction portal of E-Procurement Technologies Ltd (Auction Tiger) <https://ncltauction.auctiontiger.net>. E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on the Website <https://ncltauction.auctiontiger.net>. Interested bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, may be sent to *ip.rajivkhurana@gmail.com* disclosing the identity of the Applicant.
2. The Prospective Bidders should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due-diligence prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator.
3. The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator on or before 17.07.2020. Scanned copies of the original of these documents shall 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>. E-Procurement

Technologies Ltd (Auction Tiger) will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.

5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the sale assets before submission of the bid.
6. Liquidator has the 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 Business of Super Multicolor Printers Pvt. Ltd (in Liqn) as a going concern would be conducted exactly on the schedule Date & Time by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiples of "Bid Increment Amount". The minimum "bid increment amount" is Rs. 10,00,000/- (Rupees Ten Lac Only) for the Asset Blocks A, B & C together and Rs 5000/- (Rupees Five Thousand Only) for the Asset Block D.
8. The EMD of unsuccessful bidders shall be refunded by 08.08.2020. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD shall be adjusted against the sales consideration in the first instalment.

The Liquidator will issue a Letter of Sale/Intent (EOI) to the Successful Bidder, by 21.07.2020 detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to make the payment of the Bid Amount as per clause **"L. Payment of Sale Consideration"** herein above.

10. EMD already paid shall be adjusted against the first 10% of bid money payable by the successful bidder. The balance payment of the total bid money plus GST or other cess/taxes as applicable shall be payable by the successful bidder as per clause **"L. Payment of Sales Consideration"** herein above.
11. Any default in the payment of bid money (as stipulated in the Letter of Intent), by the successful bidder would entail forfeiture of EMD already deposited along with any

other payment made till that date and the property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of sale assets / amount, whatsoever.

12. The Successful Bidder shall bear all the applicable stamp duties/ transfer charges/ fee/cess/Taxes/GST/ loading or unloading charges etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to any authority or person against the said assets.
13. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the e-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
14. 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).
15. The sale shall be subject to the provisions of the I&B Code, 2016, and Regulations there under.
16. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

ANNEXURE – II

TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the e-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
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. The Affidavit and Declaration as per the formats set out in Annexure I and III must be executed in accordance with applicable law and it must be 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.

7. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
8. 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.
9. 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.
10. After the conclusion of the e-auction for each Property, 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.
11. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.
12. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
13. Intending bidders have to register with the e-auction service provider.
14. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
15. 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.

16. 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.
17. The Affidavit and Declaration as per the formats set out in Annexure I and III must be executed in accordance with applicable law and it must be 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.
18. All the afore mentioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
19. 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.
20. 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.
21. After the conclusion of the e-auction for each Property, 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.
22. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

ANNEXURE - III

(Description of Assets)

BLOCK A

**Land & Building of Super Multicolor Printers Pvt. Ltd
presently lying at its Factory Premises at
Village Kishanpura, Tehsil Nalagarh, Distt Solan**

Assets	Block
Land & Building	Land at Vill Kishanpura, Pargana Dharampur, Teh Nalagarh, Distt. Solan HP. 1. Khewat/Khatoni No 358/443, Khasra No 659(2-3), kite 1, land measuring 2 Bigha-3 biswas vide Sale deed no. 2343/2006 dated: 19/10/2006 & building constructed thereon. 2. Khewat/Khatoni No 219 Min/280 Min, Khasra No 660(3-16), kite 1, land measuring 3 Bigha-16 biswas vide Sale deed no. 2350/2006 dated: 26/10/2006 & building constructed thereon.

NOTE: BEING HELD AND SOLD ON “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS.

BLOCK B

**Plant & Machinery & Vehicle of Super Multicolor Printers Pvt. Ltd
presently lying at its Factory Premises at
Village Kishanpura, Tehsil Nalagarh, Distt Solan**

S No	Description of Machine/Equipment	Make	Year Of purchase	Quantity
1	Heidenberg 102-6 colour with on line UV & aqua Coater (IInd Hand)	Heidenberg	2008	1
2	Heidenberg 102-6 colour with online aqua Coater (IInd Hand)	Heidenberg	2011	1
3	Heidenberg CP-tronic72SL-6 colour with online aqua Coater	Heidenberg	2010	1
4	Heidenberg single colour printing machine	Heidenberg	2003	1
5	Ultra coat 1040	UV Graphics	2008	1

6	Bobst Nova Cut-106	Bobst	2010	1
7	Bobst SA-102 Die Cutting	Bobst	2008	1
8	Heidenberg Foiling Cylinder type	Heidenberg	2008	1
9	HBG Mannual Punching Cylinder type	Heidenberg	2008	1
10	Bobst Ambition Pasting Machine	Bobst	2011	1
11	Bobst Vision fold	Bobst	2011	1
12	Bobst ACME	Bobst	2008	1
13	Cartoner	Indian	2008	1
14	HeiberShroder	Heiber	2011	1
15	Lamination-I	Baldev Singh	2010	3
16	HPM auto Sheet Cutting	HPM China	2011	1
17	POLAR	Heidenberg	2008	1
18	Eight color Printing with ARC control	KOHLI	2010	1
19	Laminator Solvent base	KOHLI	2010	1
20	Laminator Solvent-Less	U-FLUX	2010	1
21	Slitting Rewinding	Narendra	2010	1
22	Slitting Rewinding	Narendra	2010	1
23	Slitting Rewinding	Narendra	2010	1
24	HMA Coating	KOHLI	2010	1
25	Pouching Tree-Side /Centre Sealing	SANKET	2010	1
26	Shrink Sleeve	SANKET	2010	1
27	Inspection Machine	Narendra	2010	1
28	Gallus Dm-280with accessories	GALLUS Germany	2010	1
29	Ko-Pack-350	KOPACK	2008	1
30	Zonten-320	ZONTENC hina	2008	1
31	Zonten inspection slitter Rewinder-01	ZONTENC hina	2010	3
32	Zonten Die Cutter-01	ZONTENC hina	2008	1
33	Zonten Die Cutter-02	ZONTENC	2011	1

		hina		
34	Flexo group plate Making-01	Indigeous	2010	1
35	Flexo group plate Drier-01	Indigeous	2010	1
36	Seven Color Printing with ARC Control	NAREND RA	2010	1
37	3 color Printing	NAREND RA	2008	1
38	Flex Machine Two colour	Natraj	2008	1
39	FlexMachine One colour	Natraj	2008	1
40	Corrugated machine A flute-52"	Natraj	2008	1
41	Corrugated machine B flute-52"	HEW	2010	1
42	Corrugated machine E flute-32"	FITWEL	2008	1
43	Corrugated machine E flute-52"	Natraj	2011	1
44	Auto Cutter-52"	Baldev Singh	2011	2
45	Auto Cutter-52"	Baharat Hydro	2008	2
46	LAMINA Paper Corrugated Sheet 28x40"	LAMINA Sweden	2012	1
47	Manual Sheet Pasting-72"	Natraj	2011	2
48	Manal sheet Pasting-60"	Natraj	2008	2
49	Escentric Slotter80"	Natraj	2011	3
50	Rotory 80"	Natraj	2011	3
51	Stiching Machine28"	KS/Prakash / Bhuller	2008	6
52	Auto Strapping	BHULLER	2008	2
53	Manauual Die punching-1,23"x29"	BHULLER	2008	1
54	Manauual Die punching-2,25"x35"	BHULLER	2008	1
55	Manauual Die punching-3,28"x40"	GURINDE R	2008	1
56	Manauual Die punching-4,20"x40"	BHULLER	2008	1
57	Manauual Die punching-5,52"x72"	GURINDE R	2008	1
58	Manual Board cutter;52"x72"	Natraj	2008	1
59	Sheet Press ;52"x72"	Natraj	2008	1
60	Digital PH Meter	GLOBAL	2010	1

61	Digital weighing Balance	SAMSON	2012	1
62	Digital Thickness Tester	PRESTO	2011	1
63	Bursting Strength Tester	Globe	2009	1
64	stop Watch	Racer	2011	1
65	Standard Weights	ICL	2010	1
66	Hot Air Oven	Ambassdor	2009	1
67	Ford Cup (Ford Cup)		2009	1
68	Thermometer		2009	1
69	Rub resistance Tester	Global	2009	1
70	Cobb Tester		2010	1
71	Moisture meter	Gann	2010	1
72	Gloss Meter	Global	2011	1
73	Digital Opacity Tester	International	2011	1
74	Dessicator Tester	Global	2009	1
75	Hot Plate	International	2011	1
76	Friciton Tester	International	2011	1
77	UTM (Tensile Strength Tester	International	2011	1
78	Digital Conductivity Tester	Eutech	2011	1
79	Alcohol Meter	Alla France	2010	1
80	Shore A digital Hardness Tester	Presto	2011	1
81	Box Compression Tester	Presto	2011	1
82	Round cutter for GSM Check 133 mm	Presto	2010	1
83	Universal Indicator PH-4.00-11.00		2010	1
84	Stiffness Tester	Global	2011	1
85	I Template 10 x 10 Cm	Smppl	2012	1
86	Computer IBM /Dell		2010	1
	Power & Utilities			
87	Main Transformer		2007	1
88	Main Power Distribution Panel		2007	1
89	Heavy Duty Cables with fittings &Fixtures		2010	1
90	D. G . Set 200 KVA	Sudhir	2008	1
91	D.G.SET 365 KVA	Catterpillar	2010	1

92	UPS 300 KVA	Eaton	2012	1
93	Svr 125 KVA	Pankaj Power Solution	2011	1
94	Svr2 125 KVA	Pankaj Power Solution	2011	2
95	Servo Kopack 80 KVA		2007	1
96	Servo HD-102 :125 KVA		2007	1
97	Servo Die Cutting -50KVA		2007	1
98	Servo Zonten 50 KVA		2007	1
99	Servo Main Line 400 KVA		2007	1
100	400,000 KCl /Hr Boiler Make Delta Therm	Thermax Ltd	2008	1
101	Air Compressor E22/7.5	Elgi	2010	1
102	Air Compressor E22/10	Elgi	2009	1
103	Air compressor Cap -15-TM	CHICAGO Phenumatic	2011	1
104	Air CompressorNK -40	Kenner	2008	1
105	Air Dryer 191 Cfm	Elgi	2010	1
106	Air Dryer 110 Cfm	Desair India	2010	1
107	Air Compressor 1.5 OP	Hitachi	2010	1
108	Air Compressor TSO 120 H	Elgi	2008	1
109	Air Copressor GZ 50	Matrix	2010	1
	MISC			
110	Weigh Bridge 60 Ton	Multi Weigh	2011	1
111	Weighing M/C 2000 Kg	Multi Weigh	2010	1
112	Weighing M/C 120 Kg	Samson	2010	1
113	Weighing M/C 500 Kg	Samson	2010	2
114	Weighing M/C 50 Kg	Samson	2010	4
115	Weighing M/C 5 Kg	Samson	2010	1
116	Weighing M/C 300 Kg	Samson	2010	1

117	Ctp Server	Kodak	2010	1
118	Ctp Plate Setter	Kodak	2010	1
119	Ctp Processor	Kodak	2010	1
120	Design printer	epson	2010	1
121	Design computers 5 work stations	Dell	2010	1
122	Computer Work station	Dell	2010	33
	Work Shop/Repair Facility			
123	Lathe Machine 10'	MaxcutAsr	2008	1
124	Lathe Machine 7.5'	MaxcutAsr	2008	1
125	Drill Machine 0.75"	MaxcutAsr	2008	1
126	Radial Drill 1.25 "	MaxcutAsr	2008	1
127	Bench Grinder	MaxcutAsr	2008	1
128	Power Hacksaw 8"	MaxcutAsr	2008	1
129	Hand Grinder	MaxcutAsr	2008	1
130	Surface Grinder -2	MaxcutAsr	2008	1
131	Milling Machine	MaxcutAsr	2008	1
132	Welding Set	MaxcutAsr	2008	1
133	S T PLANT	Local fabn.	2008	1
134	Total Air conditioning		2008	1
135	Misc Furniture, Fixtures & Office Equipment			Lot
136	CAR - Cruze VCDI LTZ Saloon	Chevrolet	2011	1

BLOCK C

**1. Inventory, Stocks & Financial Assets of Super Multicolor Printers Pvt. Ltd
presently lying at its Factory Premises at
Village Kishanpura, Tehsil Nalagarh, Distt Solan**

S. No.	ASSETS	BLOCK
1.	Raw Material/Finished Goods/Packing Materials	Inventory, Stocks & Financial Assets
2.	Cylinders	
3.	Spare/Consumables	
4.	All Financial Assets including Debtors & Intangible Assets	

Please note:

1. Auction is being held and assets sold on “as is where is, as is what is, whatever there is and without recourse basis”
2. The quantities mentioned are only as estimated by the valuers. Actual quantity/measurements/weightments and nomenclature of the above assets may vary. The intending bidders must inspect and satisfy themselves about the quality and quantity and nomenclature of the assets stated above before bidding.
3. No complaints whatsoever pertaining to the quantity/quality/nomenclature etc in respect of the above assets shall be entertained by the Liquidator at any stage of the E-auction process.

APPENDIX - A

AFFIDAVIT (ON STAMP PAPER AND NOTARISED)

I, Son of Resident of do hereby solemnly affirm and declare as under

1. That I am the authorised representative of the *[Name of Bidder (entity)]* vide resolution dated..... and also authorised to submit the this statement on oath.
2. That I have understood the provisions of the Insolvency & Bankruptcy Code, 2016 and also have read the E Auction Process Information Sheet as issued by the Liquidator dated 08.08.2018 in context to the Super Multicolor Printers Private Limited (In Liquidation).
3. That the deponent confirms that *[Name of Bidder (entity)]* is duly eligible to take part in the E-Auction Process of Assets of *Super Multicolor Printers Private Limited* in accordance with the E AUCTION PROCESS INFORMATION SHEET.
4. That the deponent has gone through the Terms & Conditions of E-Auction (Annexure II) and Technical Terms & Conditions of E-auction sale (Annexure IV).
5. That Deponent further confirms that *[Name of Bidder (entity)]* is not ineligible to be a “Resolution Applicant” in consonance with the provisions of the Insolvency & Bankruptcy Code 2016.
6. That the deponent undertakes that in case the *[Name of Bidder (entity)]* becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
7. That the deponent also undertakes that in case the *[Name of Bidder (entity)]* becomes or declared ineligible at any time after submission of the EMD, then the EMD would be forfeited.
8. That deponent confirms that the statements, declarations, disclosures made to the Liquidator or be made in future course shall be true and correct and deponent undertakes that he has or will not to make any wilful omissions and misstatements in the information/document submit to the Liquidator.

(DEPONENT)

VERIFICATION

I, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct. Nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

PLACE:

DATED:

APPENDIX - B

BID APPLICATION FORM

Last date of submission of bid application form :

Date:

CA Rajiv Khurana - Liquidator,
Super Multicolor Printers Private Limited – In Liquidation
1299, Sector 15-B
Chandigarh

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated..... In (name of the news paper).

Details of Corporate Debtor:

Name: Super Multicolor Printers Private Limited (In Liquidation)
CIN: U74300CH1992PTC012491
Regd. Address: Plot No 104, Industrial Area Phase - I, Chandigarh

Details of Bidder:

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

Details of EMD:

Amount (Rs)
Method of Remittance
Date of Remittance
UTR / Other Details of Remittance

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

Date:

Place:

Signature

Stamp

APPENDIX - C

DECLARATION BY BIDDERS

CA Rajiv Khurana - Liquidator,
Super Multicolor Printers Private Limited – In Liquidation
1299, Sector 15-B, Chandigarh

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet and have understood them fully. I / We, hereby unconditionally agree to conform to and be bound by the said terms and conditions.
2. I / We declare that the Earnest Money Deposit (EMD) deposit has 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 property (ies) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable Laws and Regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit the EMD and other monies paid.
5. I / We, state that I / We, have fully understood the terms and conditions of this e-auction contained in the bid document 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 Asset pursuant to the provisions of the E-Auction Process Information Sheet will not conflict with, or result in a breach of, or constitute a default under
 - (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or
 - (v) any agreement to which I am / we are a party or by which I am / we are bound.

7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. I/We also undertake to abide by the additional conditions if any announced during the e-auction including any announcement(s) on correction and / or additions or deletions to the time of auction portal and assets being offered for sale.
9. I/We also undertake that I/we shall bear all the applicable stamp duties/ transfer charges/ fee/cess/Taxes/GST/ loading or unloading charges etc. and also all the statutory/ non-statutory dues, taxes, rates assessment charges fees etc. owing to any authority or person against the said assets
10. 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.
11. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:.....

Address:.....

Email:.....

Mobile:.....

APPENDIX - D

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE OR AN ASSOCIATE COMPANY

CA Rajiv Khurana - Liquidator,
Super Multicolor Printers Pvt. Ltd. – In Liquidation
1299, Sector 15-B, Chandigarh

[Copy to:]

[Insert name of the Bidder with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of assets of **SUPER MULTICOLOR PRITNERS PRIVATE LIMITED**.

In light of the bid for assets of **SUPER MULTICOLOR PRITNERS PRIVATE LIMITED** submitted by [Insert name of the Bidder with address] in accordance with and subject to the provisions of the E-Auction Process Information Sheet in relation to the captioned transaction (“E-Auction Process Information Sheet”), 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 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 Memorandum 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 Sheet.

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 Sheet.

Thank you.

(Signature with Signatory Details of the Associate)

ACKNOWLEDGMENT

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

Yours sincerely,

(Signature with Signatory Details of the Bidder)