

E-AUCTION PROCESS INFORMATION SHEET

**Invitation for bids for auction/sale of assets of
SHIVEK LABS LIMITED (IN LIQUIDATION)**

CIN : U24232CH2003PLC025785

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

E-Auction of Block of Assets (As detailed herein this Information Sheet) of Shivek Labs 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. 36/Chd/CHD/2017] dated May 17, 2018.

Date of Announcement: 4th February, 2019
Date of E-Auction: 20th February, 2019
Issued by: CA Rajiv Khurana (Liquidator)
IBBI Reg. No: IBBI/PA-001/IP-P00126/2017-18/10268

1299, Sector 15-B, Chandigarh - 160015
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CA RAJIV KHURANA (Insolvency Professional) has been appointed as Liquidator of Shivek Labs Limited (In Liquidation) by Hon'ble National Company Law Tribunal (NCLT), Chandigarh Bench vide order dated 17.05.2018 with an object to manage, protect, sell and liquidate the property, assets, business and other affairs of Shivek Labs 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>

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.	04.02.2019
2	Opening of E-Auction Portal and Information Website	04.02.2019
3	Last Date of Submission of Documents as Referred in Clause F and EMD as referred in clause J.	15.02.2019
4	Site Visits & Discussion meetings	11.02.2019 to 14.02.2019
5	Due Diligence by Liquidator	16.02.2019 to 18.02.2019
6	E- Auction	20.02.2019 (3.00PM – 5.00PM)
7	Announcement of Successful Bidder & Issue of LOI.	21.02.2019
8	Payment of 1st Instalment By successful Bidder i.e. 25% of Bid Money	Within 3 days from date of issue of LOI
9	Payment rest of Bid Money.	Within 15 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 06.03.2019

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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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 Shivek Labs Limited (In liquidation) under the provisions of the 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 Shivek Labs 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, : Sh Kushal Kothari – Ph 079-61200520
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
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 fulfills 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 17th 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 endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of 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:

Shivek Labs Limited (In Liquidation) was promoted by Mr. Harish Gulati and Mrs. Usha Gulati for setting up an SME unit to manufacture a range of pharmaceutical products such as Tablets, Syrups, Capsules and Injectables. The company was incorporated as a public limited company on 10.02.2003. Subsequently, the company was taken over by Mr. Sunil Guglani, and Mrs. Suman Guglani w.e.f. 11.04.2006.

The company is engaged in manufacturing of generic pharmaceutical products, and Over the Counter (OTC) pharmaceutical products and also undertakes contract manufacturing for various reputed pharmaceutical companies. It manufactures various finished dosage forms like tablets, capsules and oral liquids across various therapeutic categories viz. cardiovascular, gastrointestinal, infection, neuroscience and respiratory & inflammation and immunity. Shivek Labs products are focused in the field of human health.

“Shivek Labs 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. 36/Chd/CHD/2017 dated 06-07-2017. No Resolution Plan was accepted during Corporate Insolvency Resolution Process Period and finally vide order dated 17.05.2018, the Hon’ble Chandigarh Bench of NCLT ordered for its Liquidation.

Present Status:

On 17th May, 2018, the National Company Law Tribunal, Chandigarh Bench, in Company Petition No. CA No. 102/2018 IN CP (IB) No. 36/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 endeavor 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 Assets mentioned herein below are up for sale by way of e-auction. It may be noted that the sale is conducted as slump sale and all the assets mentioned herein below are being sold in one chunk. The bidders may kindly note that the bids shall be accepted for the following Asset Block mentioned herein below:

Assets	Asset Block	Reserve Price	EMD
Land & Building	A – Land at Vill Kishanpura, Pargana Dharampur, Teh Nalagarh, Distt. Solan HP. Hadbast No. 163, Khewat/Khatauni No 186 Min / 238 Min, Khasra No 673/1 Admeasuring 2 Bigha Regd Deed dt 17.06.2005 and Building constructed over it.	Rs 636.08 Lac (Rupees six hundred thirty six Lac eight thousand only.) (All Blocks of assets A, B & C to be auctioned together In slump sale)	Rs 25.00 Lac (Rupees Twenty five Lac Only)
Plant & Machinery	B- Plant & Machinery under following Section (As per Annexure III):- Utility Section Quality Control Section Liquid/ Syrup Section Packing Section Tablet Section Cefa Block Washing section		
Inventory, Raw Material & F&F, Office Equipments	C- Raw Material/Finished Goods Packaging Material Spares Furniture & Fixtures, Office Equipments Financial assets including debtors		

* 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 above mentioned 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. 5,00,000/- (Rupees Five Lac Only) for the Blocks of assets.

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, an amount of Rs 25 Lac, 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 submission of bid forms.
2. Through RTGS / NEFT/ Demand Draft to the account number of the company as provided under:

Account No	4207002100002385
Beneficiary Name	Shivek Labs 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 15.02.2019.
4. Bidders shall preserve the remittance Challan and shall produce the same before the Liquidator as and when demanded.
5. All the payments to be made by the Bidder under the e-auction shall be intimated at *cakhurana@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 06.03.2019.

K. ISSUANCE OF LETTER OF 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 21.02.2019 which shall be binding on the Successful Bidder.

L. PAYMENT OF SALE 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 : 25% of the Bid Amount
- b. Within 15 days of receipt of LOI : Balance 75% of the Bid Amount

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 Shivek Labs Limited (in Liquidation) through Liquidator upon receipt of the entire sale consideration within a period of 15 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. TIMELINE FOR E-AUCTION PROCESS

The following timetable shall apply to the E-Auction Process. The timelines 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.	04.02.2019
2.	Opening of E-Auction Portal and Information Website	04.02.2019
3.	Last Date of Submission of Documents as Referred in Clause F.	15.02.2019
4.	Site Visits & Discussion meetings	11.02.2019 to 14.02.2019
5.	Due Diligence by Liquidator	16.02.2019 to 18.02.2019
6.	E- Auction	20.02.2019 (3.00PM – 5.00PM)
7.	Announcement of Successful Bidder & Issue of LOI.	21.02.2019
8.	Payment of 1st Instalment By successful Bidder i.e. 25% of Bid Money	Within 3 days from date of issue of LOI
9.	Payment rest of Bid Money.	Within 15 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 bid amount.
11.	Return of EMD to unsuccessful bidders	By 06.03.2019

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 cakhurana@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 15th February, 2019. 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 assets of Shivek Labs Ltd (in Liqn) 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 Bid Increment Amount is Rs.5,00,000/- (Rupees Five Lac Only).
8. The EMD of unsuccessful bidders shall be refunded by 06.03.2019. 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 21.02.2019 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 25% 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 thereunder.
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.

8. 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.
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 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.
12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

ANNEXURE - III

(Description of Assets)

BLOCK A

Land & Building of Shivek Labs 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. Hadbast No. 163, Khewat/Khatauni No 186Min/238Min, Khasra No 673/1. Regd Deed dt 17.06.2005 admeasuring 2 Bighas and Building constructed over it

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 Shivek Labs Ltd presently lying at its Factory Premises at Village Kishanpura, Tehsil Nalagarh, Distt Solan

LIST OF PLANT AND MACHINERY OF THE CORPORATE DEBTOR

Sr. No.	Description Of Machine	Make	Capacity	year of Instal	Qty.
Utility Section					
1	Power Transformer 630 Kva 11/0.44KV	Amarson		2005	1
2	CT Transformer set	Avon		2005	1
3	Capacitor Bank	Bharat Ind.	100KVAR	2005	1
4	Capacitor O/G feeders	Bharat Ind.		2005	4
5	Capacitor Bank MCCB	L&T		2005	1
6	LT main Panel with Cable 4corex400 mm2	Bharat Ind	630 Amp	2005	1
7	Feeder panels with Change over(4)	Crystal	400Amp	2005	1
8	Feeder LT Panel (8) O/G	C&S	200 Amp	2005	1
9	Main Change over switch	N.A	1000 Amp		1

10	DG set Silent 200KVA	SUDHIR		2005	
11	DG set Silent 380KVA	SUDHIR		2010	
13	Diesel tank with Pump	Local/CG make Pump	2000Ltr	2005	
14	ETP and Water T/w bore		NA	2005	

Service Floor-I					
1	AHU Liqd. Mfg	N.A	3000CF m	2005	2
2	AHU Motors	CG	2HP	2005	11
3	Liq. Mfg And R M store OD unit	Voltas	5TR	2005	2
4	Ductable AC Liqd Packing hall	HITACHI	8TR	2013	2
5	Ductable AC R M Store	HITACHL	5TR	2013	3
6	Bus bar main Panel	N A	415 V/300A mp	2005	1
7	Main MCCB and Bus bar, MCB and accessories i.e Amp and Voltmeters	Havel/ Standard	415/440 Volt	2005	Lot
8	AHU motor	CG	3HP	2005	4
9	AHU motor	CG	5HP	2005	4
10	Out Door Unit	Voltas	3TR	2005	6
11	Out Door Unit	Skoda	2.5TR	2005	4
12	Out Door Unit	Hitachi	8TR	2005	5
13	Out Door Unit	Hitachi	3TR	2005	2
14	Ductable AC	Hitachi	5TR	2005	2
15	SPLIT AC	Voltas	2.5TR	2005	1
16	Auto coater Tablet with accessories	Junction	N.A	2005	1
17	Dehumidifier	Bry-Air	FFB/600 Cfm	2005	1
18	stater for AHU's	mixed	1.5 to10 amps	2005	11
19	MCB	Standard	63Amp	2005	10
20	MCB	L &T	16 Amp	2005	1
21	MCB	Martin Gram	32 Amp	2005	1
22	Main Panel Wired 415 V, 300Amp	N.A	415 V	2005	1
23	AHU (Auto-coater Steam)	Junction		2005	1
24	Vaccum Cap. Filling	n.a		2005	2
25	Main MCCB Floor	Havel	250amp	2005	1
26	Bus Bar panel 415 V/300Amp	GECO	415 V	2005	1

27	DOL starter	L&T	415Volt	2005	12
28	MCB	ASCO	32Amps	2005	6
29	FBD Granulation	N.A	80Kg	2005	1
30	FBD Drive	CG	7.5HP	2005	1
31	FBD Granulation		120Kg	2005	1
32	FBD Drive	CG	25HP	2005	1
33	Lift-I with Drive	N.A	1000Kg, 10HP	2005	1
34	AHU			2013	11
Service Floor –II					
1	Dehumidifier	Bry-Air	N,A	2005	1
2	Outdoor unit	Voltas	10Ton	2005	1
3	Boiler	Thermax	500Kg/H r	2005	1
4	Air receiver tank	ELGI	500 ltrs	2005	1
5	Air Compressor	ELGI	5.49 kg/cm2	2005	1
6	Air Dryer	ELGI	267CFM	2005	1
7	Air Compressor	Chicago Pneumatics	7.2 kg/cm2	2005	1
8	Air Dryer	DELEAR	NA	2005	1
9	water Cooler	martin Gram	40ltr/hr	2005	1
10	AHU	N.A		2005	18
11	Cooling tower with pump	POLYTAX	500Ltrs	2005	1
12	Out door unit	Voltas	5TR	2005	3
13	Out door unit	Voltas	3 TR	2005	4
14	Out door unit	Omega	5TR	2005	5
15	MCB -4pole	CG	63 A	2005	10
16	MCB - 4Pole	CG	32 Amps	2005	4
17	DOL Starter	L&T	n.a	2005	14
18	out door unit	Hitachi	5.5 Tr	2005	4
19	R W transfer pump	AURBIND O	3HP	2005	1
20	Sand Filter	AURBIND O	2000LT R	2005	1
21	Carbon Filter	AURBIND O	2000LT	2005	1
22	Dosing pump	DELEAR	100ML/ H	2005	1
23	RO prified water system mico filter	CHAWLA	5MIC	2005	lot
24	Jet pump	CNF	5HP	2005	1
25	RO purified water storage Tank	SINTAX	1000LT R	2005	1
26	flow meter	CHAWLA	24LTR/ HR	2005	1

27	conductivity meter	A-STAR		2005	1
28	Water Softner Plant And DM Water Plant	S R IND.	2000LT S/HR	2005	lot
29	Drill Machine	CG		2005	1
30	Grinder Machine	Bharat		2005	1
31	MCCB(4) & MCB(3)	L&T, Standard	200,40 Amp	2005	4+3 =7
32	MCCB's in Main panel	L&T	32 amps,160Amp	2005	30+1 =31
33	RW storage tank	SINTAX	5000LT R	2005	
34	Soft Water Storage tank	SINTAX	1000LT R	2005	
35	Water pipe loop line in Plant	N.A		2005	lot

QUALITY CONTROL SECTION

s no.	Description Of Machine	Manufacture/Make	year of Install	Quantity.
1	Weighing Machine- G.store	Axpert	2005	5
2	M S racks	NA	2005	19
3	RM sampling Booth- two places	GMP	2,005	2
4	RM sampling Booth- two places	GMP	2,012	2
5	Vaccum Cleaner	Eureka Forbe	2005	1
6	Magnehelic-Gen. Store	GMP	2005	2
7	Magnehelic-CEPHA-Store	GMP	2005	3
8	Air Conditioner Ductable	Hitachi	2013	1
9	Split Air Conditioner	Voltas	2005	1
10	MS Weights 20KG	N.A	2005	1
11	MS Weights 50KG	N.A	2005	1
12	SS Trolly	N.A	2005	3
13	SS Stool	N.A	2005	7
14	Computer set, UPS with Printer	N.A	2005	1
15	Chair Executive	N.A	2005	2
16	Fridge LG make	LG	2005	1
17	Scoops and spatulas	SS	2005	12
18	Beaker Plastic off sizes	1,2 Ltrs	3	704
19	Storewellalmirah	Godrel	2005	1
20	Wall Mounted fan	BAJAJ	2005	1
21	Flousecent Tube Fittings	CG	2005	10
22	Dry wet Thermometer		2005	1

23	Misc, items Like Pallets Plastic, SOP Stands, Fire safety Cylinders Etc.		2005	1
24	Petty Other items at floor not covered above			

Liquid/ Syrup Section				
s no.	Description Of Machine	Manufactur e/Make	year of Install	Quantity.
1	Desiccator	Borosil	2005	2
2	Electronic Weigh Balance with Kit	SARTORIUS	2005	1
3	Stability Chamber-I	Osworld	2005	1
4	Stability Chamber-II	Osworld	2012	1
5	Conductivity Meter	Global	2005	1
6	Centrifuge Machine	REMI	2005	1
7	Dissolution Test Apparatus	ELECTRO LAB	2005	1
8	Disintegration Test Apparatus	ELECTRO LAB	2005	1
9	Friability test apparatus	ELECTRO LAB	2005	1
10	HPLC-I	SHIMADZU	2005	1
11	HPLC-II with Auto sampler	WATERS	2012	1
12	Bulk density apparatus	POPULAR	2005	1
13	I R moisture Balance	POPULAR	2005	1
14	Hot Plate	POPULAR	2005	1
15	Magnetic Stirrer	POPULAR	2005	1
16	Magnetic stirrer with H- plate	POPULAR	2005	1
17	Melting point Apparatus	POPULAR	2005	1
18	Auto Karl Fisher Titrator	TOSHNIWAL	2005	1
19	Muffle Furnace	POPULAR	2005	1
20	Polari Meter	POPULAR	2005	1
21	Refractometer	POPULAR	2005	1
22	UV Visible Spectro Photometer		2005	1
23	TLC kit with UV cabinet	POPULAR	2005	1
24	Leak test Apparatus	POPULAR	2005	1
25	vacuum Oven	POPULAR	2005	1
26	Vacuum Pump	POPULAR	2005	1
27	Vernier Calliper manual	SE-LAB	2005	1
28	Water Bath	POPULAR	2005	1

29	Hardness Tester	PSAW	2005	1
30	Ultra Sonicator	TOSHNIW AL	2005	1
31	Hot air Oven	POPULAR	2005	1
32	PH meter	TOSHNIW AL	2005	1
33	Stop Watch	RACER	2005	1
34	Air sampler-I	HIMEDIA	2005	1
35	Air sampler-II	HIMEDIA	2005	1
36	BOD incubator	OSWORLD	2005	1
37	Bacteriological Incubator-I	OSWORLD	2005	1
38	Bacteriological Incubator-II	POPULAR	2005	1
39	Auto Clave Vertical-I	OSWORLD	2005	1
40	Laminar air flow-I	ACCO	2005	1
41	Micro Pipette 100 -1000 ul	GEM	2005	1
42	Antibiotic zone reader	TOSHIBA	2005	1
43	Colony Counter	EI	2005	1
44	Microscope	POPULAR	2005	1
45	BET- Test H-block	NEOLAB	2005	1
46	BET- Test Cyclo Mixer	Remi	2005	1
47	Fridge 165 ltrs	LG	2005	1
48	Laminar air flow-II	GMPTech	2005	1
49	micro pipette 100-1000ul	HIMEDIA	2005	1
50	micro pipette 100-1000ul	TermoSFC	2005	1
51	Hot Air Oven	Popular TDR	2005	1
52	AUTOCLAVE VERTICAL-II	POPULAR		1
53	Pass Box-I	GMP		1
54	Pass Box-II	GMP		1
55	Pass Box-III	GMP		1
56	Weighing Balance			1
57	Chairs			11
58	Wooden Table			3
59	Computer, UPS with ,softwares accessories i. e printer etc	Intex		One Set
60	Glass double distillation assembly			1
61	Split Air Conditioner			1
62	SS cupboard and Racks for materials	SS		1+5=6
63	Injet HP Printer	HP		1
64	Misc. Petty items lying on floor site not counted above	N.A		L/S

LIQUID /SYRUP SECTION					
s no.	Description Of Machine	Make	Capacity	year Instal	Quantity.
1	Storage tank	Kundu	4000ltrs	2005	1
2	Storage tank	Kundu	3000ltrs	2005	1
3	Storage tank	Kothari	2000ltrs	2005	1
4	Sugar Tank	Kundu	2000ltrs	2005	1
5	Sugar tank	Kothari	1500ltrs	2005	1
6	Manufacturing Tank	Kothari	2000ltrs	2005	1
7	Manufacturing Tank	Kundu	4000ltrs	2005	1
8	Transfer pump	Kothari		2005	3
9	Basket Filter	Kothari		2005	1
10	Filter Press	Kothari		2005	1
11	Mixing Tank	Kundu	500ltrs	2005	1
12	SS container	N.A	50ltr	2005	3
13	SS container	N.A	20ltrs	2005	2
14	SS container	N.A	5 ltrs	2005	1
15	SSTrolley(RM Reciver)	N.A		2005	1
16	SS Palta(Stirrer)	N.A		2005	2
17	Transfer pipe PVC	N.A	100mtr	2005	1
18	Homonizer	Kothari		2005	1
19	Bolltlewahing Machine	Nation al		2005	2
20	Raw water tank with pump	N.A	50ltr	2005	2
21	DM water Tank with pump	N.A	50ltr	2005	2
22	Turn table(washing)	N.A		2005	2
23	Linear filling machine	Nation al		2005	1
24	Linear sealing machine	Nation al		2005	1
25	Buffer tank 150 ltrs	Nation al		2005	1
26	Monoblock filling/sealing Machine	Nation al		2005	1
27	Visual Inspection board	Nation al		2005	2

Packing Section					
28	Gum labling machine	KONARK		2005	2
29	Sticker Labling Machine	N.A		2012	2
30	Packing conveyor belt	N.A		2005	2
31	Shrink machine	Brother		2005	1
32	Shipper Stripping Machine	N.A		2005	1
33	Shrink cutting machine	N.A		2005	1

34	Shipper tapping machine	N.A		2005	1
35	Turn Table Labling	N.A		2005	2
36	SS Stools and pallets	N.A		2005	31+15= 46
37	Change part of Gum labelling M/c		300Ml	2005	1
38	Change part of Gum labelling M/c		200Ml	2005	1
39	Change part of Gum labelling M/c		170Ml	2005	1
40	Change part of Gum labelling M/c		120Ml	2005	1
41	Change part of Gum labelling M/c		100Ml	2005	1
42	Change part of Gum labelling M/c		60Ml	2005	1
43	Change part of Gum labelling M/c		30Ml	2005	1
44	Change part of Gum labelling M/c		10Ml	2005	1
45	Change part Of mono Block		30Ml	2005	1
46	Change part Of mono Block		100Ml	2005	1
47	Change part Of mono Block		200Ml	2005	1
48	Change Part of Linear filling-I		10Ml	2005	1
49	Change Part of Linear filling-I		30Ml	2005	1
50	Change Part of Linear filling-I		60Ml	2005	1
51	Change Part of Linear filling-I		100Ml	2005	1
52	Change Part of Linear filling-I		170Ml	2005	1
53	Change Part of Linear filling-I		200Ml	2005	1
54	Change Part of Linear filling-II		30Ml	2005	1
55	Change Part of Linear filling-II		170Ml	2005	1
56	Change Part of Linear filling-II		200Ml	2005	1
57	SS table	N.A		2005	3
58	P. computer			2005	1
59	Weighing Balance	AXPE RT	50Kg	2005	1
60	Chairs			2005	4
61	Wooden table			2005	2
	TOTAL				

TABLET SECTION

s no.	Description Of Machine	Make	Capacity	year of Install	Quantity
1	Paste Preparation Kettle	KOTHAR I	150Nuts	2005	1

2	Paste SS Trey		20Kg	2005	2
3	SS Scoop		3Kg	2005	4
4	SS Palta (STIRRER)		50Kg	2005	2
5	Octagonal Blender-I	CEMACH	1200Ltrs	2005	1
6	Octagonal Blender-II	ORIENT AL	250lts	2005	1
7	FBD Finger Bag	N.A		2005	6
8	FBD finger Bag Cabinet	N.A		2005	1
9	Rapid Mixer Granulator	ORIENT AL	250ltr	2005	1
10	Vibro shifter	KSD		2005	1
11	Multi mill	ORIENT AL		2005	1
12	Sieve /screen Trolly	N.A			1
13	Sifter Sieve	N.A			12
14	Mutimill Screen	N.A			10
15	Fluid Bed dryer-I	SARAL	120ltrs	2005	1
16	Fluid Bed dryer-II	ORIENT AL	60ltrs	2005	1
17	SS utensil Cabinet	N.A		2005	1
18	Metal Detector	TARGET		2010	1
19	Weighing Balance	Axpert	300kg	2005	1
20	Weighing Balance	Axpert	10kg	2005	1
21	Compression Machine 27 Stn	CEMACH	5-8 L /8Hr	2010	2
22	Punch set round/Flat	N.A		2005	4
23	Punch set round/concave	N.A		2005	5
24	Punch set elongated	N.A		2005	7
25	compression Change part cabinet	N.A		2005	1
26	Punch Buffing Machine			2005	1
27	DE DUSTER	CEMACH		2005	4
28	De Humidifier	BRY-AIR		2005	4
29	SS Table	N.A		2005	31
30	SS stool	N.A		2005	1
31	Stripping Machine	N.A		2005	1
31	Friability Test apparatus	ELECTR O LAB		2005	1
33	Vaccum De Duster	KBD		2005	
34	DT APPARATUS	MICRO		2005	1
35	Hardness Tester	PSAW		2005	1
36	vernier calliper	CE		2005	1
37	Weighing Balance	LAXMI	300kg	2005	1
38	S S Table IPQC	N.A		2005	1
39	Conventional Coating Pan	KBD		2005	1
40	Auto Coater	GANSON		2010	

41	Solution Tank	GANSON		2010	
42	Solution preparation Tank	N.A		2005	
43	SS Container		20ltrs	2005	3
44	Colloidal Mill	KBD		2005	1
45	Blister Machine	KULBIN DRA	8LAC/8 Hr	2005	2
46	Blister Machine Change part			2005	22
47	Printing Drum			2005	5
48	Strip Machine	KULBIN DRA		2005	2
49	Strip M/c Change part	N.A		2005	8
50	Alu-Alu Machine	Accurate		2005	1
51	Alu-Alu Machine Change part	N.A		2005	4
52	Tablet inspection belt	TARGET		2013	1
53	De-foiling machine	KULBIN DRA		2005	1

CEFA BLOCK

S no.	Description Of Machine	Make	Capacity	year of Install	Quantity
1	Alu -ALU Machine	RAPID PACK	7LAC/Shi ft	2013	1
2	Alu -Alu Machine Change part	N.A		2006	1
3	Dry Powder filling Machine		30K/SHIF T	2006	1
4	Induction Sealing Machine			2006	1
5	Turn Table	N.A		2006	1
6	Tablet Inspection Belt	TARGET		2013	1
7	Double Cone Blender	CEMACH		2006	1
8	Vibro sifter	KSD		2006	1
9	Tray dryer	CEMACH		2006	1
10	Multi mill	CEMACH		2006	1
11	VaccumDeduster			2006	4
12	Oscillating Granulator	CEMACH		2006	1
13	De Humidifier	BRY-AIR		2006	1
14	Roll Compactor	CEMACH		2006	1
15	Compression Machine 27 Station	CIP		2006	1
16	SS table	N.A		2006	1
17	DT Apparatus	MAC		2006	1
18	Friability Test	MAC		2006	1

	apparatus				
19	Strip Machine	KUBINDR A		2006	1
20	Octagonal Blender	ORIENTA L		2006	1
21	Vibro Sifter	CEMACH		2006	1
22	Vaccum Cleaner	P+AM		2006	1
23	Empty Capsule Elevator & sorter	P+AM		2006	1
24	SSTable	N.A		2006	1
25	Change part set	N.A		2006	1
26	Capsule Collecting SS Container	N.A		2006	1
27	Automatic Capsule filling machine	P+AM		2006	1
28	Capsule polishing and Sorting machine	P+AM		2006	1
	VaccumDeduster	P+AM		2006	4
	TOTAL				

Packing Section					
S no.	Description Of Machine	Make	Capacity	year of Instal l	Quantity.
1	Blister Machine	GLOBAL	7000/Hr	+	2
2	Vial Sticker Labelling Machine	NK	5000	2005	1
3	Ampule Sticker Labling machine	PACK LEADER	7000	2005	1
4	Ampule Gum Labelling M/C	AH INDUS..	3000	2005	1
5	Visual Ampule inspection table	NK		2005	2
6	Visual Inspection Table Vial	NK		2005	1
7	Shrink machine	NK		2005	1
8	Stripping Machine	NK		2005	1
9	Blister Change part Cabinet			2005	1
10	Label storage cabinet			2005	1
11	Packing conveyor Vial	NK		2005	1
12	Packing conveyor Ampule	NK		2005	1
13	Packing Table			2005	3
14	SS Stool (Big)			2005	20
14	S S Stool (Small)			2005	4

16	Plastic pallets			2005	16
17	Plastic Crates			2005	10
18	SS SOP stand			2005	2
19	Chairs			2005	4
20	Table			2005	3
21	Cupboard			2005	1
22	Almirah			2005	1
23	Computer	HCL		2005	1
24	Calculators			2005	1
Washing section					
25	Multijet ampule washing Machine	AH INDUS..		2005	2
26	linear vial washing m/c	NK		2005	1
27	Loading table Vial Washing			2005	1
28	Tunnel Stirliser	ASTROME CH		2011	1
29	Dry Heat stirliser	STAR		2005	1
30	Dry heat stirliserTrolley	STAR		2005	2
31	Autoclave	MAGNUM		2005	1
32	Bung Washing Machine	KOTHARI		2005	1
33	Mobile LAF	GMP		2005	1
34	SS Pass Box	GMP		2005	3
35	Cross Over Bench			2005	1
36	Air Curtain	RP IND.		2005	1
37	SS washing TableBig			2005	3
38	SS washing Table Small			2005	3
39	SS Stool (Big)			2005	6
40	SS Stool (Small)			2005	5
41	SS container with Lid			2005	4
42	SS plug drying tray			2005	3
43	ToolBox with tool			2005	1
44	Magnetic Gauge	DWYER INST.		2005	1
45	SS Tray With Lid			2005	230
46	Plastic pallets			2005	5
47	Plastic Crates			2005	4
48	SS SOP Stand			2012	1
49	SS disinfectant Stand			2005	1
50	Pressure tank	KOTHARI	50ltrs	2005	2
51	Filling tank	KOTHARI	50ltrs	2005	2
52	Pressure Tank	KOTHARI	100Ltrs	2005	2
53	Filling tank	KOTHARI	100 ltrs	2005	2
54	Membrane	NK		2005	4

	Holder293mm				
55	membrane HolderStand	NK		2005	2
56	Vial filling M/c 6head	NK	5000/hr	2005	1
57	Viai sealing M/c 6Head	NK	5000/hr	2005	1
58	Swing conveyor	NK		2012	1
59	LAF vial Filling	GMP		2005	1
60	LAF Ampule Filling	GMP		2005	2
61	LAF DHS	GMP		2005	1
62	LAF Autoclave	GMP		2005	1
63	LAF Mobile	GMP		2012	1
64	SS Pass Box	GMP		2012	3
65	Ampule filling M/c 4Head	AH INDUS..	3000/hr	2005	2
66	SS container (20 Ltrs		20ltrs	2005	2
67	trolly Ampule			2005	2
68	SS Ampule waste tray			2005	2
69	Manufacturing Tank 100 ltrs	KOTHARI	100LTRS	2005	1
70	Manufacturing Tank 300 ltrs	KOTHARI	300LTRS	2005	1
71	Manufacturing Tank with Stirrer	KOTHARI	300LTRS	2005	1
72	Manufacturing Tank 500 ltrs	KOTHARI	500LTRS	2005	1
73	LPG Stove			2005	1
74	SS Bucket 10ltrs		10ltrs	2005	2
75	SS Spoon			2005	1
76	SS container 25 ltrs		25ltrs	2005	1
77	SSPallet			2005	1
78	SS Table			2005	1
79	Electronic Weigh balance10	SAMSON	10Kg	2005	1
80	Electronic Weigh Balance 50	SAMSON	50Kg	2005	1
81	SS Dip Stick			2005	2
82	Crossover Bench			2005	2
83	Dress cabinet			2005	1
84	Dress Lockers			2005	1
85	SS Used Dress BIN with Lid			2005	2
86	Mirror			2005	1
87	Hygrometer	ZEAL		2005	3
88	SS Stool			2005	8
89	Magnetic Gauge	DWYER INST.		2005	12

90	SS SOP Stand			2005	2
91	SS Disinfectant Stand			2005	11
92	Fogger			2005	1
93	Dry powder Vial filling machine	NK			1
94	Dry powder Vial sealing machine(Eight Head)	NK			1
95	LAF filling	GMP			1
96	LAF cool Zone	GMP			1
97	LAF Blending	GMP			1
98	Magnetic gauge	DWYER INST.			4
99	Hygrometer	ZEAL			1
100	Blender 25Kg	NK			1
101	SS stools				9
102	S S Pass Box				3
103	Electronic Weigh Balance	SAMSON	300Kg		1
104	Electronic Weigh Balance	SAMSON	10Kg		1
105	Electronic Weigh Balance	SAMSON	50Kg		1
106	S S Autoclave Trolley				1
107	SS Sop Stand				2
108	SS disinfectant stand				3
109	Tool box with tool				1
110	Swing Conveyor	NK			1
111	SS Dress Locker				1
112	SS Dress Cabinet				1
113	SS Used dress bin with Lid				1
114	SS Waste Bin				1
115	Cross Over bench				1
116	Fogger				1
117	SS Spoon				1
118	SS Tray for Machine parts				1
	Washing section				
119	Linear vial washing M/C	NK			1
120	Tunnel Steriliser	ASTROME CH			1
121	Autoclave	HOS Pharma			1
122	Mobile LAF	GMP			1
123	SS Autoclave Trolley				3

124	Bung Washing Machine	KOTHARI			1
125	Magnetic gauge	DWYER INST.			1
126	SS Stool				4
127	SS pass Box				1
128	SS vial Loading table				1
129	SS vial Loading Tray				2
130	Pallet				1
131	SOP Stand				3
132	SS Container With Lid				10
	Packing section II				
133	Visual Insection Table	NK			1
134	Sticker labling machine	NK			1
135	Packing Conveyor	NK			2
136	Plastic palletss				4
137	Plastic Buckets				15
138	SS Stool				10
139	SOP Stand				2
140	Shrink Machine				1

BLOCK C

**Inventory and Raw Material Shivek Labs Ltd presently lying at its Factory
Premises at Village Kishanpura, Tehsil Nalagarh, Distt Solan**

ASSETS	BLOCK
Inventory, Raw Material and F&F, Office Equipments	Raw Material/ Finished Goods Packaging Material Spares Furniture & Fixtures, Office Equipments Financial Assets including Debtors

PLEASE NOTE :

AUCTION IS BEING HELD AND SOLD ON “AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS”

THE QUANTITIES MENTIONED ARE ONLY AS ESTIMATED BY THE VALUERS. ACTUAL MEASUREMENTS/WEIGHMENTS MAY VARY. THE INTENDING BIDDERS MUST INSPECT AND SATISFY THEMSELVES ABOUT THE QUALITY AND QUANTITY OF THE INVENTORIES STATED ABOVE.

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 04.08.2018 in context to the Shivek Labs 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 Shivek Labs 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,
Shivek Labs 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: Shivek Labs Limited (In Liquidation)
CIN: U24232CH2003PLC025785
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,

Shivek Labs 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.
12. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:

.....

.....

Address:

.....

.....

Email

Mobile:

APPENDIX - D

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE OR AN ASSOCIATE COMPANY

CA Rajiv Khurana - Liquidator,

Shivek Labs Limited – 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 SHIVEK LABS LIMITED.

In light of the bid for assets of SHIVEK LABS 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 dated [•] 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)