

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for bids for e-auction of assets of Woolways (India) Limited (“in liquidation”) under the provisions of Insolvency and Bankruptcy Code, 2016 (“Code”) by an order of Hon’ble National Company Law Tribunal (“NCLT”) with effect from September 23, 2019.

Date of Announcement

05th March 2020

Date of E-Auction

23rd March 2020

Issued by:

Sajeve Bhushan Deora

Liquidator

IBBI Reg. No: IBBI/IPA-001/IP-P00317/2017-2018/10581

Woolways (India) Limited (In Liquidation)

(A company under liquidation process vide NCLT order dated September 23, 2019)

Registered office of the company: A-2, Basement Front Side, East of Kailash, New Delhi 110 065

Email: in.woolways.sbd@gmail.com

Mr. Sajeve Bhushan Deora is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI) (IBBI Registration Number is: IBBI/IPA-001/IP-P00317/2017-18/10581).

Mr. Sajeve Bhushan Deora has been appointed as Liquidator of Woolways (India) Limited (In Liquidation) by Hon’ble National Company Law Tribunal (NCLT), New Delhi Bench vide order dated 23.09.2019 to manage, protect, sell and liquidate the property, assets, business and other affairs of Woolways (India) Limited (In Liquidation).

Address: 606 New Delhi House,

27 Barakhamba Road, New Delhi 110001

Email: in.woolways.sbd@gmail.com; Mobile No.: +91 98119 03450

Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders.
2. Terms and conditions, deadlines etc. for participation of the Intending Bidder (IB) in the Electronic Auction are provided in the E-Auction Process Information Document.
3. The timelines, notifications, updates and other details for the e-auction process are also available on the website of the Corporate Debtor i.e. www.woolways.com and also on the website of e-auction process managing agency i.e. <https://eauction.npasource.com>
4. The Intending Bidder(s) (IB) desirous of submitting their bid have to submit their Bids on E- Auction Portal <https://eauction.npasource.com>

DISCLAIMER

1. This E-Auction Process Information Document is issued by Mr. Sajeve Bhushan Deora, the Liquidator appointed by Hon'ble NCLT, New Delhi Bench, in the matter of Woolways (India) Limited (In Liquidation) for general information purposes only.
2. The purpose of this document is to lay out the process for submitting the E-Auction Bids for the assets of Woolways (India) Limited ("in liquidation") under sale through e-auction, in accordance with the Insolvency and Bankruptcy Code, 2016 ('IBC').
3. This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.
4. It is to be noted that no information being provided in this E-Auction Process Information Document claims to be comprehensive, and independent due diligence by the IB is highly recommended.
5. This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.
6. Neither the Liquidator, nor his Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the IB not selected as a Successful Bidder (SB) or on account of any decision taken by the Liquidator.
7. Further, apart from the provisions set out in this E-Auction Process Information Document, the IB 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's (Liquidation Process) Regulations, 2016 as well as all laws in force that are or may be applicable to the IB, and as applicable to the sale process and for obtaining requisite regulatory approvals / clearances, which will be the onus of IB.
8. It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.
9. Under no circumstances shall the IB make any contact, direct or indirect, by any mode whatsoever, with any person connected during a period of 2 years

prior to commencement of Liquidation of Woolways (India) Limited (In Liquidation) until the Liquidator gives his Written Permission.

- 10.* The property and assets of CD under sale through e-auction is proposed to be sold on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” basis and the proposed sale of assets of CD under sale through e-auction does not entail transfer of any other title, except the title which Woolways (India) Limited (In Liquidation) holds over this asset on the date of transfer in favour of Successful Bidder. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the assets of CD under such sale through e-auction.
- 11.* The IB shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.
- 12.* This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Intending Bidder or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each IB should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.
- 13.* Information provided in this E-Auction Process Information Document to the IB has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.

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A. INFORMATION MUST BE READ BEFORE BIDDING

- 1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (e-Auction) of the assets of Woolways (India) Limited, Corporate Debtor (In Liquidation) under sale through e-auction under the provisions of the Insolvency and Bankruptcy Code (IBC), 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations).**
- 2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this e-Auction Process Information Document and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.**
- 3. The information contained in this E-Auction Process Information Document or subsequently provided to IB, whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to IB on the terms and conditions as set out in this E- Auction Process Information Document.**
- 4. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.**
- 5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select an IB or to appoint an Eligible Intending Bidder as a Successful Bidder (SB) for the assets of CD under sale through e-auction and the Liquidator reserves the right to reject all or any of the IB or bids without assigning any reason whatsoever.**
- 6. Atishya Technologies Limited (Auctioneer) (E-Auction Service Provider) has been appointed as the E-Auction Service Provider. The sale of subject asset of CD under sale through e-auction shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an e-auction platform provided on the website portal of the E-Auction Service Provider (Platform). Other details with respect to the e-auction are as follows:**

Type Of Bid	E-Auction
Seller	Mr. Sajeve Bhushan Deora (Liquidator in the matter of Woolways (India) Limited) (In Liquidation)
Website of E-Auction service Provider	https://eauction.npasource.com
Service Provider	Atishya Technologies Limited (Auctioneer) (NPASource)

Annexures	<ol style="list-style-type: none"> 1. Annexure 1 - Affidavit and Undertaking 2. Annexure 2 - Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded) 3. Annexure 3 - Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid Form) 4. Annexure 4 - Technical Terms and Conditions of E-Auction 5. Annexure 5 - Confidentiality and Non-disclosure Undertaking 6. Annexure 6 - 10 Detail Of Items to Be Sold, Reserve Price, EMD and Details of Lots and Sub Lots
Special Instructions	<p>Please note that this bidding is a serious matter and last minute bidding may lead to lapses otherwise avoidable on the part of IB.</p> <p>Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the IB.</p>

All terms and conditions with respect to the assets of CD under sale through e-auction shall be governed by the directions of the Hon'ble National Company Law Tribunal, New Delhi, (NCLT), and in accordance with the provisions of applicable laws. As mandated by the Hon'ble NCLT, the Liquidator shall exercise all rights with respect to sale of the assets of CD under sale through e-auction 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 the Hon'ble NCLT, so as to enable the sale of the assets.

7. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.
8. The title document and other documents in possession of the Liquidator, relating to the properties of CD under sale through e-auction shall be available for inspection on request to be made to the Liquidator through e-mail addressed to in.woolways.sbd@gmail.com.

B. KEY DEFINITIONS

“Adjudicating Authority” or “NCLT” shall mean the Hon’ble New Delhi 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 Document or thereafter and each as amended from time to time;

“Bid” means, any bid submitted by the Intending Bidders (IB) as required in terms of this E- Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“Control” shall mean a Person holding more than 26% (twenty six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;

“E-Auction Process Participant” or “Bidder” means, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include an Intending Bidder (IB) or the Successful Bidder (SB), as the case may be, and as the context requires;

“E-Auction Process Information Document” means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof;

“IBC” shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time;

“Liquidation Process Regulations” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;

“Liquidator” means insolvency professional appointed as a liquidator in accordance with section 34 of the IBC;

“Person” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

“Qualified Bidder(s)” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.

“Successful Bidder” or “Successful E-Auction Process Participant” means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase.

The text and context, if required, will override the meaning of Definitions hereinabove.

c. INTRODUCTION

1. Liquidation Process of Woolways (India) Limited (In Liquidation) has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the Hon’ble NCLT with effect from 23rd September 2019. As per the said order, Mr. Sajeve Bhushan Deora has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell subject assets of CD under sale through e-auction in the manner specified under Regulation 32 of the Liquidation Process Regulations, and in accordance with any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the Hon’ble NCLT in respect of the liquidation process of Woolways (India) Limited (In Liquidation) and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I referred under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the

Liquidation Process Regulations, as the case may be, and as per directions, if any, of the Hon'ble NCLT in respect of the liquidation process of Woolways (India) Limited (In Liquidation) and in the manner specified in this E-Auction Process Information Document.

4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

D. Terms and Conditions

1. E-Auction of the assets of CD under sale through e-auction will be conducted on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS BASIS" through approved service provider, Atishya Technologies Limited (Auctioneer).
2. The Sale Notice dated 05.03.2020 shall be read in conjunction with this E-Auction Process Information Document containing, Details of the assets of CD under E-auction, online E-Auction Bid Form, Forms of Declaration and Undertaking, General Terms and Conditions of the E-Auction Sale, which are available on the website, www.woolways.com and <https://eauction.npasource.com>. The contact mobile number of the Auctioneer and its Tech support persons is, +91 90166 41848, and e-mail id is, eauction@npasource.com; atishya@npasource.com.
3. The IB, prior to submitting their bid, should make their independent inquiries regarding the title of the asset and inspect the subject asset of CD under e-auction at their own expenses and satisfy themselves. The subject asset of CD under sale through e-auction can be inspected by the IB at the site during business hours, with prior appointment, by contacting Mr. Sajeve Bhushan Deora at +91 98119 03450.
4. The IB is required to deposit Earnest Money Deposit (EMD) amount through Demand Draft in favour of "WOOLWAYS (INDIA) LIMITED (IN LIQUIDATION)".
5. The Intending Bidder should submit the demand draft for the EMD amount and Request Letter for participation in the E-Auction along with self-attested copy of, (1) Proof of Identity (Aadhar Card); (2) Current Address Proof; (3) PAN Card; (4) GST Registration card, (5) Valid e- mail ID; (6) Landline and Mobile Number; (7) Board Resolution in case of a Company, Letter of Authorization signed by partners in case of Partnership firm or signed by members in case of Association of Persons as the case may be (8) Affidavit and Undertaking, as per Annexure I; (9) Bid Application Form as per Annexure II; (10) Declaration by Bidder as per Annexure III. The formats of these Annexures are attached to this E-Auction Process Information Document. These documents completed in all respects should reach the office of the Liquidator physically or by Email, at the address given below before 5 PM on OR before 19th March 2020.

Sajeve Bhushan Deora
Liquidator, Woolways (India) Limited (In Liquidation)
606 New Delhi House, 27 Barakhamba Road,
New Delhi 110 001.

Interested bidders will also have to upload their KYC documents along with the EMD submission details on the website: <https://eauction.npasource.com> before 5 PM on 19th March 2020.

6. The Names of the Eligible Bidders will be identified by the Liquidator to participate in E-Auction on the portal <https://eauction.npasource.com> by 7 pm. on 23rd March, 2020, and the IB will be advised by the Liquidator by e-mail. The E-Auction Service Provider (Auctioneer) will provide User ID and Password by Email to the Eligible Bidders.
7. The Eligible Bidders, participating in the E-Auction, will have to Bid for at least the Reserve Price and an increase over Reserve Price of the Bid will be by a minimum incremental amount of Rs. 0.10 Lakh for Sub Lots in Annexure 6A and Rs. 0.05 Lakh for Sub Lots in Annexures 7, 8, 9, 10 with Reserve Price exceeding Rs. 50,000 per Sub Lot and Rs 0.005 Lakh for Sub Lots with Reserve Price less than Rs. 50,000 in Annexure 7, 8, 9 and 10 or in multiples of each of the above mentioned incremental amounts.
8. In case a bid is placed for a Sub Lot in the last 10 minutes of the closing time of the E-Auction, the closing time for the Sub Lot will automatically get extended for 10 minutes, and the extension will be repeated in the event of any further bid being placed in the extension period. The Eligible Bidder who submits the highest bid amount (not below the Reserve Price) on the closure of E-Auction shall be declared as the Successful Bidder and a communication to that effect will be issued.
9. The EMD of the Successful Bidder shall be retained towards part of the sale consideration and the EMD of unsuccessful bidders shall be refunded. The EMD shall not bear any interest. The Liquidator will issue a LOI to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount minus EMD Amount) within 90 days of LOI. Default in depositing the balance amount by the Successful Bidder within the time limit of 90 days of LOI by the Successful Bidder (subject to payment of interest for the period after 30 days @ 12% pa basis) will lead to cancellation of sale and would entail forfeiture of the entire amount deposited (EMD plus Any Other Amount) by the Successful Bidder.
10. The Successful Bidder shall bear the applicable stamp duties / transfer charges and fees as applicable on sale of property and/ or sale of goods, and other taxes, etc. as per laws presently applicable, and all outstanding statutory / non-statutory dues, taxes, rates, assessment charges, fees, etc. in respect of the property put on E-Auction. The Sale Price of the Successful Bidder shall be added with GST, at applicable rates, which shall be to the account of the Successful Bidder.
11. All dues outstanding on date of auction and thereafter and pertaining to subject property of CD under sale through e-auction will be borne by the Successful Bidder.
12. After payment of the entire sale consideration, the Sale Certificate containing due disclosure of the fact that the sale is “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS BASIS”, will be issued in the name of the Successful Bidder only and will not be issued in any other name.
13. Intending Bidder is expected to have confirmed the costs and charges payable in respect of assets of the CD subject matter of sale.

14. All assets shall be dismantled, removed and transported by the Successful Bidder by its own, at their own cost, from the place where the assets are situated. In case any damage is caused to the building where the assets are situated at time of dismantling, removal and transporting the same, the cost of restoration and repair of the building shall have to be paid and borne by the Successful Bidder and the Successful Bidder shall only be allowed to take delivery of the assets after restoration and repair of such damage has been completed to the satisfaction of the Liquidator. The Successful Bidder will have to remove the assets within 7 days of full payment of sale consideration, and that failure of the Successful bidder to remove the asses within the aforementioned time period of 7 days will be a default of the Successful Bidder and all payments made by the Successful Bidder are liable to be forfeited.
15. The Liquidator has absolute right to accept or reject any or all bids or adjourn/postpone/cancel the E-Auction or withdraw any asset or portion thereof or Sub Lot from the E-Auction at any stage without assigning any reason thereof.

The Sale shall be subject to the provisions of the Insolvency and Bankruptcy Code, 2016 and Regulations made there-under.

E. WOOLWAYS (INDIA) LIMITED (IN LIQUIDATION) AND OVERVIEW OF ITS ASSETS

Brief Background:

Woolways (India) Limited (In Liquidation) is a company incorporated on 19th December, 1994 under the provisions of the Companies Act, 1956.

Woolways (India) Limited (In Liquidation) possesses the following assets being sold through e-auction process:

Sr. No.	Assets	Remarks
1	Ready-made garments lying at Plot No. 217, Industrial Area-A, Ludhiana, Punjab 141003	For Sub Lots & Reserve Price: Refer Process Document Annexure – 6 A
2	Plant Machinery & Utility items - Items of Plant and Machinery installed at Plot No. 217, Industrial Area-A, Ludhiana, Punjab 141003	For Sub Lots & Reserve Price: Refer Process Document

		Annexure - 7
3	Furniture, fixtures and miscellaneous items - Lying and commissioned at Plot No. 217, Industrial Area-A, Ludhiana, Punjab 141003	For Sub Lots & Reserve Price: Refer Process Document Annexure - 8
4	Plant Machinery & Utility Items - Items of Plant and Machinery installed at Plot No. D-3, Textile Colony, Ludhiana, Punjab 141003	For Sub Lots & Reserve Price: Refer Process Document Annexure - 9
5	Furniture, fixtures and miscellaneous items- Lying and commissioned at Plot No. D-3, Textile Colony, Ludhiana, Punjab 141003	For Sub Lots & Reserve Price: Refer Process Document Annexure - 10

Present Status:

On 10.05.2018, the Hon'ble National Company Law Tribunal, New Delhi Bench, initiated the Corporate Insolvency Resolution Process for Woolways (India) Limited (In Liquidation).

For the reason that there was no Resolution of Insolvency of Woolways (India) Limited (In Liquidation) within the statutory period, the Hon'ble NCLT, New Delhi Bench, had ordered for liquidation of Woolways (India) Limited (In Liquidation) vide its order 23rd September, 2019.

Mr. Sajeve Bhushan Deora, an Insolvency Professional registered with the Insolvency and Bankruptcy Board of India (IBBI) IBBI Registration Number: IBBI/IPA- 001/IP-P00317/2017-18/10581, was appointed as the Liquidator of Woolways (India) Limited (In Liquidation).

The Liquidator has taken the custody and control of the assets of CD under sale through e-auction and the Liquidator has appointed a security agency to guard and keep the assets under control.

The Secured Creditors have relinquished their interest and charge over the assets forming part of the Lots mentioned hereinabove in favour of the Liquidation Estate.

F. ELIGIBILITY

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase of assets of the Company if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (as amended from time to time).

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

- a) Is an undischarged insolvent;
- b) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c) At the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) 3 [or the guidelines of a financial sector regulator issued under any other law for the time being in force] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

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

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

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

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

- d) Has been convicted for any offence punishable with imprisonment:
- i. for two years or more under any Act specified under the Twelfth Schedule;
 - or
 - ii. for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after expiry of a period of two years from the date of his release from imprisonment:

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

- e) Is disqualified to act as a director under the Companies Act, 2013;
Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

- f) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

- g) Has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;

Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction.

- h) Has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part.

- i) Is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) Has a connected person not eligible under clauses (a) to (i)

Explanation – For the purposes of this clause, the expression “connected person” means

- i. Any person who is the promoter or in the management or control of the E-auction process applicant; or
- ii. Any person who shall be the promoter or in management or control of the assets of the Company pursuant to sale thereof as part of the liquidation process of the Company; or
- iii. The holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii).

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

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

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

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

G. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

The E-Auction Process Applicant or the Intending Bidder would need to submit the following forms, documents and authorizations to participate in the E-Auction:

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identification, Current Address-Proof, Board Resolution in case of a Company, Letter of authorization signed by all Partners in case of Partnership firm and Letter of authorization signed by all Members in case of Association of Persons.
2. PAN card, Valid e-mail ID, Landline and Mobile Phone number, all of IB.
3. Authorization to the Signatory (in case the bidder is a legal entity).
4. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide' Annexure I.

An Eligible Bidder will need to submit the duly filled, signed and stamped Bid Application Form attached vide' Annexure II, and duly filled, signed and stamped Declaration by Bidders attached vide' Annexure III.

Please note that only the Eligible Bidders will gain access to specific documentation, additional information required for due diligence, after execution of Confidentiality and Non-disclosure Undertaking, and after due submission of the required bid form and form of declaration. Further, if needed, the site visits for only the Eligible Bidders may also be coordinated by the Liquidator. A separate Bid Form shall have to be filled in for each Sub Lot of Assets for which Intending Bidder wishes to bid

The Liquidator may at any stage of the E-Auction process, ask for any documents from the Intending Bidder to evaluate their eligibility. The Liquidator, at his discretion, may disqualify the IB for non-submission of the requested documents, even after the Intending Bidder has been advised to be an Eligible Bidder.

H. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders (EB) may request the Liquidator at in.woolways.sbd@gmail.com to arrange for physical verification during site visit to the Assets of the CD. Upon receipt of such request/s, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the E-auction process and site visit will be held thereafter. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right to not arrange such a discussion meeting, which may be for any reason/s whatsoever and in disregard of the request/s of Eligible Bidder/s.

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

I. DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, and facilitating the conduct of due diligence by IB. The information and documents shall be made available for inspection by the Liquidator in good faith.

The properties and assets of CD under sale through e-auction are proposed to be sold on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS” basis and the proposed sale of assets of Woolways (India) Limited (In Liquidation) does not entail transfer of any title, except the title in the form and manner as vested in Woolways (India) Limited (In Liquidation).

J. ASSETS TO BE AUCTIONED – CATEGORY WISE, REFER RESPECTIVE ANNEXURE FOR DETAILS OF SUB LOTS OF ALL ITEMS IN A CATEGORY, RESERVE PRICES AND EMD

	Asset	Location	Reserve price, Rs.	EMD amount Rs.
1.	Ready-made garments – summer-wear and winter wear, assorted, about 45,000 nos. (+/-10%)	Plot No. 217, Industrial Area- A, Ludhiana, Punjab 141003	Refer Annexure 6A	Refer Annexure 6A

2.	Plant and Machinery items (Sewing machines, Folding machines, Overlock machines, Flat lock machines, Elastic fitting machines, Bow cutting machines, Button fixing machine, Fusing machines, Button eyelets machine, Bartacking machines, Titch button machines, Thread sucker, Roll machine, Embroidery machines, Cloth cutting machines etc.) & Items of Utility comprising Air Compressors, Boilers, DG Sets, etc.	Plot No. 217, Industrial Area-A, Ludhiana, Punjab 141003	Refer Annexure 7	Refer Annexure 7
3	Misc. Fixed Assets comprising Laboratory Equipments, Furniture & Fixture & other Misc. Items	Plot No. 217, Industrial Area-A, Ludhiana, Punjab 141003	Refer Annexure 8	Refer Annexure 8
4.	Plant and Machinery (Interlocking Machines for Knitting) & Items of Utility comprising Air Compressors, Boilers DG Sets, etc.	Plot No. D-3, Textile Colony, Ludhiana, Punjab 141003	Refer Annexure 9	Refer Annexure 9
5.	Misc Fixed Assets comprising Laboratory Equipment, Furniture & Fixture & other Misc. Items	Plot No. D-3, Textile Colony, Ludhiana, Punjab 141003	Refer Annexure 10	Refer Annexure 10

1. It is to be noted that the IB cannot place a bid for the subject asset of CD under sale through e-auction at a value below the reserve price. **Further, the bidders can increase their bid by a minimum incremental amount of Rs. 0.10 Lakh for Sub Lots in Annexure 6A and Rs. 0.05 Lakh for Sub Lots in Annexures 7, 8, 9, 10 with Reserve Price Exceeding Rs. 50,000 per Sub Lot and Rs. 0.005 Lakh for Sub Lots with Reserve Price less than Rs. 50,000 in Annexure 7, 8, 9 and 10 or in multiples of each of the above mentioned incremental amounts.**

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 Intending Bidder envisages.

K. EARNEST MONEY DEPOSIT (EMD)

All the IB shall provide, prior to submission of bids, an amount which is equal to the amount of EMD specified in the table hereinbefore of the subject asset of CD under sale through e-auction, as earnest money by way of a Demand Draft issued by any scheduled commercial bank in India

(“Bank”) in favour of the “Woolways (India) Limited (In Liquidation)”. The Bank Draft will be valid for a period of 80 days of the date of e-auction.

- a. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the IB prior to uploading the online bid form.
- b. The details of Earnest Money Deposit in this regard shall be entered in the online form submitted by the IB. The entire EMD amount shall be remitted by the IB from one bank account only.
- c. All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at in.woolways.sbd@gmail.com.

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

Earnest Money Deposit can be forfeited at any time, upon the occurrence of any of the following events:

- a) if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
- b) If Bidder participates in the E-Auction and is found to be ineligible from having participated in the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
- c) if the Bidder is identified as the Successful bidder and does not unconditionally accept the Letter of Intent issued by the Liquidator.
- d) if the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.
- e) Set-Off of Earnest Money of the Successful Bidder:
- f) The Successful Bidder is unable to dismantle and remove the assets within 7 days of making the payment of bid amount within the period of 90 days, or while dismantling and / or removing the items of assets causes loss or damage to the building and does not restore and / or repair the same prior to removal of assets.

Unless expressly indicated by the IB, the Earnest Money shall be set-off against or used as part of the consideration

that the Successful Bidder has to pay in relation to the assets of Woolways (India) Limited (In Liquidation), under sale through e-auction.

In case the e-auction fails or is recalled or cancelled for any reason whatsoever, then the Earnest Money Deposit paid by the e-auction Intending Bidder shall be returned (without interest) to it within 7 (seven) days of the date of closure of auction process. The return of EMD may be by way of handing over of the bank draft earlier handed over by IB if the same was not encashed by the Liquidator or by way of remittance to the bank account of the IB in case the same was encashed by the Liquidator.

Issuance of Letter of Intent and Transaction Documents:

The Successful Bidder, within a period of 4 days from submission of bid, shall be required to unconditionally execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

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 Liquidator acting for Woolways (India) Limited (In Liquidation) upon receipt of the balance sale consideration and execution of the LOI within a period of 90 days from the LOI. (Payments made by the Successful Bidder after 30 days from the LOI, and within the 90 days period, shall attract interest @ 12% pa basis).

The Liquidator will issue Sale Certificate to the Successful Bidder within a period of 7 days from receipt of entire sale consideration and taxes as applicable thereon, and provided the assets are brought by the Successful Bidder in a state ready for removal and / or dispatch from the site and there being no loss or damage to the site / building from where the assets are being removed and / or dispatched, and that in the event of any loss or damage to the site the same has been restored and / or repaired by the Successful Bidder within the aforementioned period of 7 days and to the satisfaction of the Liquidator.

A sale certificate and / or any other document required for transfer of asset will be issued by the Liquidator and / or transfer documents for the relevant subject asset/s shall be issued / executed in favour of the Successful Bidder, which shall be executed only on fulfillment of all conditions contained in this E-Auction Process Information Document and Auction Sale Notice, and receipt of the balance sale consideration, within a period of 90 days from LOI (payments made by the Successful Bidder after 30 days from LOI and within the 90 days period shall attract

interest @ 12% pa basis). In the event of any conflict between the Sale Notice and this E-Auction Process Information Document, the terms and conditions contained in this E-Auction Process Information Document shall prevail.

Default by Successful Bidder and its Result:

Default in depositing the balance amount by the Successful Bidder within the time limit of 90-days of LOI would entail cancellation of Confirmation of Bid issued to Successful Bidder, if issued by the Liquidator, and forfeiture of the entire amount deposited (EMD plus Any Other Amount) by the Successful Bidder. In the event of the Successful Bidder not paying the entire sale consideration within the period of 90 days from LOI, the Liquidator shall have the right to forfeit the Earnest Money Deposit plus any other amount furnished by the Successful Bidder and no sale shall be effected.

L. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction shall declare the Successful Bidder for the specific Sub Lot of subject asset of the CD, as subject matter of this sale through e-auction. The Successful Bidder will be determined on the basis of highest bid received for the Sub Lot by the Liquidator on the E-Auction Portal in the E-Auction Process and determined in the manner prescribed in this document. In case of any dispute / discrepancy, the Liquidator's determination of the Successful Bidder(s) offering maximum value for the subject asset of CD under e-auction shall be final. This right of selecting and declaring the Successful Bidder(s) shall solely rest with the Liquidator at all times.

The Liquidator shall endeavor to sell the asset and maximize overall recovery from the sale of Subject Assets of Woolways (India) Limited (In Liquidation).

M. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, or in the Letter of Intent,

the Liquidator shall reject an auction bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the E-Auction Process Applicant. If the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988, the Liquidator may forfeit the Earnest Money Deposit, which forfeiture shall be without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

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

“Coercive practice” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction Process;

“Corrupt practice” shall mean

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any officer (including former or ex-officer) of the Liquidator or Woolways (India) Limited (In Liquidation), or who is or has been associated or dealt in any manner, directly or indirectly with the e-auction Process, and before such association was at any time within 3 (three) years prior to the date resigned or retired from or otherwise ceased to be in the service of the Liquidator or Woolways (India) Limited (In Liquidation), 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 Woolways (India) Limited (In Liquidation), who at any time has been or is a legal, financial or technical adviser of the Liquidator or Woolways (India) Limited (In Liquidation), in relation to any matter concerning the e-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 e-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 e-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 e-auction Process; or (ii) having a Conflict of Interest.

The IB shall not involve himself or any of his representative/s in price manipulation of any kind directly or indirectly by communicating with other IB.

The Intending Bidder and the Eligible Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence, the IB will execute confidentiality and non-disclosure agreement with the Liquidator.

N. COSTS, EXPENSES AND TAX IMPLICATIONS

The IB 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 Inspection 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 e-auction Process.

It is hereby clarified that the IB shall make its own arrangements, including accommodation for the Inspection Meeting or Site Visit, and all costs and expenses incurred in relation thereto shall be borne by the E-Auction Process Applicant.

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

It is to be noted that all taxes applicable (including stamp duty implications and registration charges) on sale of subject assets of CD would be borne by the Successful Bidder, which shall amongst others, be considered to mean and include:

- i. Stamp duty, registration charges, etc. as per relevant laws.
- ii. Expenses, like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of subject asset under sale through e-auction in his / her name.
- iii. All statutory / non-statutory dues, taxes, rates, assessments, charges, fees, etc. owed by CD to anybody in respect of the subject assets under sale through e-auction, which shall be sole responsibility of SB.
- iv. Successful Bidder has to bear the cess or other applicable taxes like, Goods and Service Tax, and the payment to be made by him shall be subject to deduction of Income Tax at Source (in case applicable), and that both the aforementioned taxes shall be applied at rates applicable for the time being in force.

It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of Woolways (India) Limited (In Liquidation), including such dues, if any, which may affect transfer of the subject asset under sale by e-auction in the name of the Successful Bidder, and all such dues, if any, will have to be borne / paid by the Successful Bidder.

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

N. GOVERNING LAW AND JURISDICTION

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

Intending Bidders are requested to also refer to section 180 of the Code, which reads as under:

- (1) No civil court or authority shall have jurisdiction to entertain any suit or proceedings in respect of any matter on which the Debt Recovery Tribunal or the Debt Recovery Appellate Tribunal has jurisdiction under this code.*
- (2) No injunction shall be granted by any court, tribunal or authority in respect of any action taken, or to be taken, in pursuance of any power conferred on the Debt Recovery Tribunal or the Debt Recovery Appellate Tribunal by or under this Code.*

O. TIMETABLE

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

Sr. No.	Event	Time lines (Time and Date)
1	Public Announcement of Auction	05.03.2020
2	Opening of Auction Portal and this E-Auction Process Information document made available on the websites as Per Terms & Conditions	From 11 am on 05.03.2020
3	Submission of Bid Forms, KYC Declaration, declaration Forms, EMD submission	From 11 am on 05.03.2020 to 19.03.2020, On or before 5 p.m.
4	Site Visits (IB may visit the site during working hours. They should provide their identification documents and contact details to person/s on site)	From 05.03.2020 to 19.03.2020, On or before 5 p.m.
5	Due Diligence of IB by Liquidator	From 19.03.2020 to 22.03.2020
6	E-Auction	23.03.2020 (11 a.m. to 4 p.m.) With unlimited Extension of 10 Minutes each
7	Announcement of Successful Bidder	23.03.2020
8	Issue and signing of Letter of Intent (LOI)	27.03.2020
9	Return of EMD for unsuccessful bidders	30.03.2020
10	Payment of balance consideration by successful bidder	Within 90 days as per Regulation 33(1) of the Insolvency and Bankruptcy Board of India (Liquidation Process Regulations), 2016

While the timeline for submission of bid forms and declaration forms will be available **till 5 p.m. on 19.03.2020**, access to documentation and additional information pertaining to this E-Auction will be granted only once the IB submits the bid form and declaration form proving his eligibility to participate in the bidding process.

Note: 1.The timeline for payment of final sale consideration will remain subject to the provisions as contained in Liquidation Process Regulations.
2. The observance of above schedule may change due to public or bank holidays, or any other circumstances beyond control.

AFFIDAVIT AND UNDERTAKING

Date:

Mr. Sajeve Bhushan Deora, Liquidator,
Woolways (India) Limited (In Liquidation)
606 New Delhi House, 27 Barakhamba Road,
New Delhi

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

Dear Sir,

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

I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither XYZ Limited (Substitute wherever appearing with name of entity or person if the IB is not a company incorporated under Companies Act, 1956 or Companies Act, 2013) nor any person acting jointly with XYZ Limited or any person who is a promoter or in the management or control of XYZ Limited or any person acting jointly with XYZ Limited:

(a) is an un-discharged insolvent;

(b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

(c) has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

(d) has been convicted for any offence punishable with

imprisonment for two years or more under any Act specified under the Twelfth Schedule or for seven years or more under any other law for the time being in force;

(e) is disqualified to act as a director under the Companies Act, 2013;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;

(h) Has executed a guarantee in favour of a creditor in respect of a corporate Debtor against which an application for insolvency resolution process made by such creditor has been admitted and such guarantee has been invoked by the creditor and remains unpaid in full or in part;

(i) has been subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or

(j) has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A.

I therefore, confirm that XYZ Limited is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018 to submit its Bid for Woolways (India) Limited (In Liquidation).

B. I undertake on behalf of XYZ Limited, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, shall be engaged in the management and control of CD.

c. I declare and undertake that in case the XYZ Limited becomes ineligible at any stage during the

Liquidation Process, I would inform the Liquidator forthwith on becoming ineligible.

D. I also undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of “Woolways (India) Limited (In Liquidation)”.

E. I also further undertake that the amount of my bid which is successful will remain binding unless rejected by the Liquidator.

F. I confirm that this declaration and disclosure is true and correct.

G. I am duly authorised to submit this declaration by virtue of _____.

(DEPONENT)

VERIFICATION:

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

(DEPONENT)

PLACE, DATE:

Annexure 2
BID Application Form

Date:

Mr. Sajeve Bhushan Deora,
Liquidator,
Woolways (India) Limited (In Liquidation).

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated _____ in (name of media journal).

Details of Corporate Debtor:

Name	Woolways (India) (In Liquidation)
Account Number	38831293852
Bank Name	State Bank of India
Branch	Parliament Street, New Delhi
IFSC Code	SBIN0050303

Details of Bidder / Bid Price Offered

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

Details of Bank account of IB (for making RTGS / NEFT / IMPS, if so required):

Name of Account Holder:

Account Number and nature of account:

Name of Bank and Branch:

IFS Code:

Details of Division / Asset:*

Sub Lot in E-Auction Process Information Document for which EMD deposited	
Description of Lot / Sub Lot	
Reserve Price of Lot / Sub Lot as per E-Auction Process Information Document	

* Attach separate sheet in case bidding for more than 1 (One) Lot and / or Sub Lot.

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:

Signature

Place:

STAMP

Terms and Conditions of the E-auction are as under:

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

1. E-Auction will be conducted on “AS IS WHERE IS”, “AS IS WHAT IS” and “WHATEVER THERE IS BASIS”, through approved service provider, Atishya Technologies Limited (Auctioneer).
2. The Sale Notice dated 05.03.2020 shall be read in conjunction with the E-Auction Process Information Document containing details of the Assets, online E-Auction Bid Form, Declaration and Undertaking Form, General Terms and Conditions of the E-Auction Sale which are available on the websites: www.woolways.com and <https://eauction.npasource.com>. In case of latter, IB will have to search for Woolways (India) Limited (In Liquidation) by using either of the three options: (i) Company’s Name (Woolways (India) Limited), or (ii) Name of Liquidator (Sajeve Bhushan Deora), or (iii) “garment unit in Ludhiana”.
3. The IB, prior to submitting their bid, should make their independent inquiries regarding the title of property and applicable local taxes, if any and inspect the properties of CD at their own expenses and satisfy themselves. The properties of CD can be inspected by the prospective bidders at the site during the time indicated hereinbefore.
4. The IB are required to deposit Earnest Money Deposit (EMD) amount through Demand Draft in favour of “WOOLWAYS (INDIA) LIMITED (IN LIQUIDATION)”.
5. The IB should submit the demand draft for the EMD amount and Request Letter for participation in the E-Auction along with self-attested copy of, (1) Proof of Identity (Adhar Card); (2) Current Address Proof, Board Resolution in case of a Company, Letter of Authorization signed by all partners in case of Partnership firm and Letter of Authorization signed by all Members in case of Association of Persons; (3) PAN Card; (4) GST Registration card; (5). Valid e- mail ID; (6) Landline and Mobile Number; (7) Board Resolution in case of a Company, Letter of Authorization signed by partners in case of Partnership firm or signed by members in case of Association of Persons as the case may be (8) Affidavit and Undertaking, as per Annexure I; (9) Bid Application Form as per Annexure II; (10) Declaration by Bidder as per Annexure III. The formats of these Annexures can

be taken from the Complete E-Auction Process Document. These documents should reach the office of the Liquidator physically or by Email, at the address given below before 5 PM on or before 19th March 2020. Interested bidders will also have to upload their KYC documents along with the EMD submission details on or before 5 PM on 19th March 2020.

6. The Names of the Eligible Bidders will be identified by the Liquidator to participate in E-Auction on the portal <https://eauction.npasource.com>. The E-Auction Service Provider (Auctioneer) will provide User ID and Password by Email to the Eligible Bidders.
7. The Eligible Bidders, participating in the E-Auction, will have to Bid for at least the Reserve Price and increase their Bid by a minimum incremental amount of Rs. 0.10 Lakh for Sub Lots in Annexure 6A and Rs. 0.05 Lakh for Sub Lots in Annexures 7, 8, 9, 10 with Reserve Price Exceeding Rs. 50,000 per Sub Lot and Rs. 0.005 lakh for Sub Lots with Reserve Price less than Rs. 50,000 in Annexure 7, 8, 9 and 10 or in multiples of each of the aforementioned incremental amounts. The Eligible Bidder who submits the highest bid amount (not below the Reserve Price) on the closure of E-Auction shall be declared as the Successful Bidder and a communication to that effect will be issued. In case a bid is placed for a Lot / Sub Lot in the last 10 minutes of the closing time of the E-Auction, the closing time will automatically get extended for that Lot / Sub Lot by 10 minutes with unlimited extension. To clarify, in the event of there being a bid submitted after 3.51 p.m. on 23rd March, 2020 for a Lot / Sub Lot, the e-auction of that Lot / Sub Lot will continue after 4 p.m.
8. Unless expressly indicated by the IB, the Earnest Money shall be set-off against or used as part of the consideration that the Successful Bidder proposes to offer in relation to the Lot / Sub Lot under sale through e-auction of Woolways (India) Limited (In Liquidation). In case the e-auction fails for a Lot / Sub Lot, then the Earnest Money paid by the e-auction process applicant shall be returned (without interest) to it within 7 (seven) days of the date of closure of auction process. The return of EMD will be by way of remittance to the bank account of the IB. The EMD shall not bear any interest.
9. The Liquidator will issue a LOI to the Successful Bidder and the Successful Bidder will have to make payment of balance amount (Successful Bid Amount for the Lot / Sub Lot minus EMD Amount) within 90 days of LOI, and that payments made after 30 days shall attract interest @ 12% pa basis. Default in depositing the balance amount by the Successful Bidder within the aforesaid time limit would entail forfeiture of the entire

amount deposited (EMD plus Any Other Amount) by the Successful Bidder and no Transfer Deed or Confirmation of Sale shall be effected. Default in removing the asset/s or getting them into a state ready for dispatch from the site, for which asset/s bid of Successful Bidder is successful, or causing loss or damage to the site while dismantling and / or removing the assets therefrom and not restoring or repairing the site to the satisfaction of the Liquidator, will result in default of the Successful Bidder and forfeiture of entire money paid by the Successful Bidder.

10. The Successful Bidder shall bear the applicable stamp duties/transfer charges, fees etc. and all the statutory /non-statutory dues, taxes, rates, assessment charges, fees etc. in respect of the subject assets put on E-Auction.
11. After payment of the entire sale consideration and subject to complete compliance of conditions as in Para 9 above, the Sale Certificate / Agreement will be issued in the name of the Successful Bidder only and will not be issued in any other name.
12. The Liquidator has absolute right to accept or reject any or all bids or adjourn / postpone / cancel the E-Auction or withdraw any property or portion thereof from the E-Auction at any stage without assigning any reason thereof.
13. The Sale shall be subject to the provisions of the Insolvency and Bankruptcy Code, 2016 and Regulations made thereunder.

Issued by:

Sajeve Bhushan Deora

Liquidator, Woolways (India) Limited

IBBI Regn. No.: IBBI/IPA-001/IP-P00317/2017-2018/10581

Address: 606 New Delhi House, 27 Barakhamba Road, New Delhi-110001

Email ID: in.woolways.sbd@gmail.com; sajeve.deora@deora.com

Date: ___ March, 2020

Place: New Delhi.

Contact No.:+9198119 03450.

Mr. Sajeve Bhushan Deora has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India. His Registration No. is: IBBI/IPA-001/IP-P00317/2017-18 /10581.

The estate of Woolways (India) Limited (In Liquidation) are being managed by the Liquidator, Mr. Sajeve Bhushan Deora, who acts as a fiduciary of the Liquidation Estate only and does not have personal liability

Annexure 3

Declaration by Intending Bidder

Date:

To,
Mr. Sajeve Bhushan Deora, The Liquidator,
Woolways (India) Limited (In Liquidation)

Dear Sir,

1. I / We, the Intending Bidder(s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of property and assets of CD under sale through e-auction and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("Liquidator") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property and assets of CD under sale through e-auction 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 and in the form and manner as provided in the terms and conditions specified in the E-Auction Process Information Document, and for any reason whatsoever, and /or fail to fulfill any / all the terms and conditions of the E-Auction and / or Sale Notice, the EMD and other monies paid by me / us are liable to be forfeited. The timeline for payment of final sale consideration may be extended at the sole discretion

of Liquidator, which if possible, will be as per and as permitted by Liquidation Process Regulations. In case final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD and any other monies that may have been paid by me/ us.

5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and will be governed by the details forming part of E-Auction Process Information Document pertaining to asset(s) of CD under sale through e-auction. In case the auction fails, then the Earnest Money paid by the e-auction process applicant shall be returned (without interest) to it within 7 (seven) days of the date of closure of auction process. The return of EMD may be by way of handing over of the bank draft earlier handed over by IB if the same was not encashed by the Liquidator or by way of remittance to the bank account of the IB in case the same was encashed by the Liquidator. I / We, state that I / We have fully understood the terms and conditions therein and agree to be bound by the same.
6. I / We confirm that our participation in the e-auction process, submission of bid or acquisition of subject asset/s, 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 judgment, 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.

The decision taken by the Liquidator with respect to the selection of the SB and communicated to me/us shall be binding on me/us.

7. I/We also undertake to abide by E-Auction Process Information Document, and the additional conditions, if announced, during the e-auction, including any announcement(s) on correction of and / or additions or deletions to the time of auction portal and subject assets offered for sale.
8. I/We confirm that the Seller, the Liquidator, and / or 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.

9. I/We hereby confirm that I/we are eligible to purchase the assets of Woolways (India) Limited (In Liquidation) under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:

Address:

Email

Mobile:

Annexure 4

Technical Terms & Conditions of e-auction sale

1. **IB shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider.**
2. **IB 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 subject asset / Sub Lot.**
4. **The IB 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 Auctioneer and / or the Seller / Liquidator. Hence, Eligible Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.**
5. **EB 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. **EB are advised to change the password immediately on receipt thereof.**
7. **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 in issued in accordance with the constitutional documents of the IB, 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 IB being an individual, the declaration must be personally signed by the IB. In case the IB is not an individual, the declaration must be signed by a person who is in full time employment of the IB and duly authorized to sign the same.**
8. **All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the SB to the Seller / Liquidator in accordance with the E-Auction Process Information Document.**

9. All bids placed are legally valid bids and are to be considered as bids from the EB himself. Once the bid is placed, the EB cannot reduce or withdraw the bid amount for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid in the auction shall supersede all the previous bids of the respective EB. The EB with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the e-auction for the subject asset of CD under sale through e-auction, the SB shall be informed through a message of the outcome of the e-auction. A separate Intimation shall also be sent to the SB. Date of sending the e-mail will be considered as the date of receipt of the Intimation, i.e., Date of Intimation.
12. IB / EB may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the IB's / EB's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

Annexure 5

Confidentiality and Non-disclosure Undertaking by Intending Bidder

To,

Mr. Sajeve Bhushan Deora,
Liquidator
Woolways (India) Limited (In Liquidation)
606 New Delhi House, 27 Barakhamba Road,
New Delhi 110 001

Dear Sir,

I / We, the Intending Bidder (s) aforesaid do hereby state that:

This Confidentiality and Non-Disclosure Undertaking (CNDU) has been signed by _____, the Intending Bidder in response to the e-auction sale notice of the asset(s) of CD.

WHEREAS the Intending Bidder is required to furnish an undertaking to the effect that the Intending Bidder shall maintain Confidentiality of the e-auction sale of the subject asset of CD in which the Intending Bidder is desirous of participating and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements as provided in Section 29(2) of the Insolvency and Bankruptcy Code, 2016.

Non Disclosure: The recipient of Confidential Information shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Liquidator.

A. THEREFORE, the Intending Bidder unconditionally and irrevocably undertakes and declares that:

- 1) It will not divulge any Confidential Information including any financial information of the CD disclosed to it by the Liquidator (or any other person on behalf of the Liquidator), through oral or written communication or through any mode to anyone, which is marked Confidential, and the same shall constitute Confidential Information. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also constitute Confidential Information.

- 2) The Confidential Information shall be kept Confidential by the Intending Bidder and shall be used solely as allowed under the Code;
 - 3) The Intending Bidder shall not use the Confidential Information to cause any undue gain or undue loss to itself or any other person;
 - 4) The Intending Bidder shall comply with all provisions of law for the time being in force relating to Confidentiality;
 - 5) The Confidential Information may only be disclosed to and shared with any employees or third parties by the Intending Bidder, in accordance with applicable laws, including in relation to Confidentiality, and terms of this CNDU shall be considered on a strict need-to-know basis and only to the extent necessary for and in relation to the Liquidation Process of the CD, provided that the Intending Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this CNDU;
 - 6) The Intending Bidder shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft or leakage;
 - 7) The Intending Bidder shall immediately destroy and permanently erase all Confidential Information upon conclusion of sale, unless otherwise waived by the Liquidator in writing.
 - 8) The Intending Bidder will take all reasonable steps and measures to protect the Confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of Confidential Information; and
 - 9) The Intending Bidder shall be responsible for any breach of obligations under this CNDU and shall indemnify the Liquidator for any loss, damages and costs incurred by the Liquidator due to such breach of obligations by the Intending Bidder or any person acting on its behalf.
- B. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information
- 1) Information which, at the time of disclosure to the Intending Bidder was already in the public domain without violation of any provisions of applicable laws; or
 - 2) Information which, after disclosure to the Intending Bidder becomes publicly available and accessible without violation of applicable laws or a breach of this Confidentiality undertaking; or
 - 3) Information which was in the possession of the Intending Bidder prior to its disclosure, as evidenced by the records of the Intending Bidder; or
 - 4) Information that is received by the Intending Bidder from a third party which is not in breach of its Confidentiality obligations hereunder; and/or
 - 5) Information that is required to be disclosed by the Intending Bidder (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative

authority, provided however the Intending Bidder should use its best endeavor to provide prior intimation of such disclosure to the Liquidator.

- C. No representation or warranty has been provided by the Liquidator in relation to the authenticity or adequacy of the information provided to the Intending Bidder, including Confidential Information, and the Intending Bidder would not have any claim against the Liquidator or any person acting on its behalf or the CD.
- D. Nothing in this CNDU shall have the effect of limiting or restricting any liability arising as a result of fraud or willful default.
- E. Damages may not be an adequate remedy for a breach of this CNDU and the Liquidator shall be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this CNDU.
- F. The Intending Bidder hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this CNDU.
- G. The terms of this CNDU may be modified or waived only by a separate instrument in writing signed between the Liquidator and the Intending Bidder, with the prior written consent of the Liquidator that expressly modifies or waives any such term.

This CNDU and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the Courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this CNDU.

(Signature with SEAL)

Name:

Address:

Email ID:

Mobile:

Annexure 6

A. Inventory of Finished Goods

Amount (Rs in Lakhs)

Sr. No.	Asset	Location	Qty (In Pcs)	Reserve Price, Rs.	EMD Amount, Rs.	Reserve Price & EMD of Entire Lot
1.	Ready-made garments	Lying at Plot No. 217, Industrial Area-A, Ludhiana, Punjab 141003	About 45,000	40.50	4.05	Details of Lot and Sub Lots in Annexure 6A

NOTE: Inventory comprises 23 lots (22 lots of 2000 pcs each and one lot of app. 1000 pcs.). Lots contain mixed garments of winter wear and summer wear, suitable for Boys or Girls, and may include one or more of, pants, t-shirts, coats, jackets, sweat shirts, thermals, capris, dangris, frocks, jump suits, jumper, leggings, sweaters, skirts, tops, swim suits, etc. The quantities will be subject to actual counting at the time of Delivery and may vary within or beyond the range of +/-10%.

A person may bid for one or more Lots as listed below.

Annexure 6A

Rs. In Lakhs

Sr. No.	Qty (In Pcs)	Reserve Price, Rs.	EMD Amount, Rs.	Sub Lot No.
1.	2000	1.80	0.18	Inv-L1-1
2	2000	1.80	0.18	Inv-L1-2
3	2000	1.80	0.18	Inv-L1-3
4	2000	1.80	0.18	Inv-L1-4
5	2000	1.80	0.18	Inv-L1-5
6	2000	1.80	0.18	Inv-L1-6
7	2000	1.80	0.18	Inv-L1-7
8	2000	1.80	0.18	Inv-L1-8
9	2000	1.80	0.18	Inv-L1-9
10	2000	1.80	0.18	Inv-L1-10
11	2000	1.80	0.18	Inv-L1-11

12	2000	1.80	0.18	Inv-L1-12
13	2000	1.80	0.18	Inv-L1-13
14	2000	1.80	0.18	Inv-L1-14
15	2000	1.80	0.18	Inv-L1-15
16	2000	1.80	0.18	Inv-L1-16
17	2000	1.80	0.18	Inv-L1-17
18	2000	1.80	0.18	Inv-L1-18
19	2000	1.80	0.18	Inv-L1-19
20	2000	1.80	0.18	Inv-L1-20
21	2000	1.80	0.18	Inv-L1-21
22	2000	1.80	0.18	Inv-L1-22
23	About 1000	0.90	0.09	Inv-L1-23
Total	45000	40.50	4.05	

Note: EMD will have to be deposited for each Sub Lot bid by a Intending Bidder.
Final Payment will be subject to actual counting of items in the Sub Lot, which will be determined at the time of delivery.

Annexure 7

B. Plant, Machinery & Utility Equipments

Sr. No.	Description	Make/Model	Qty (In No.'s)	Reserve Price, Rs.	EMD Amount, Rs.	Lot No.	Sub Lot No.
Unit -1 Plot No 217, Industrial Area-A, Ludhiana-141003							
A 1 Manufacturing Machines							
1	Sewing Machines	Juki, Jack, Sewtex, Golden Wheel, Siruva, Etc	46	145000	14500	L2	L2/SM/01-46
2	Folding Machines	Yamato, Hitech	3	5700	600	L2	L2/FM/01-3
3	Over lock Machines	Yamato, Jack, Juki, Pegasus, Sewte, Etc	32	210000	21000	L2	L2/OM/01-32
4	Flat Lock Machine	Juki, Yamato	9	113000	12000	L2	L2/FM/04-12
5	Elastic Fitting Machine	Kansai	2	16000	2000	L2	L2/EM/01-2
6	Bow Cutting Machine	Juki	3	1700	200	L2	L2/BCM/01-03
7	Button Fixing Machine	Juki	1	6400	1000	L2	L2/BFM/01-
8	Fusing Machine	Juki, Nic	2	26000	3000	L2	L2/FUM/01-02
9	Button Eyelets (kaaj) machine	Juki	1	12100	1500	L2	L2/BEM/01
10	Bartacking Machine	Juki	1	3700	500	L2	L2/BM/01
11	Tich Button Machine	Unbranded	2	7700	800	L2	L2/TB/01-02-
12	Thread Sucker	NGAI Ltd	1	9800	1000	L2	L2/TS/01-
13	Roll Machine	Hashima	1	1500	200	L2	L2/RM/01
14	Embroidery Machine	Barudin	1	298000	30000	L2	L2/EMB/01
15	Embroidery Machine	Haina	1	133000	15000	L2	L2/EMB/02
16	Cloth Cutting Machines	Eastman, Glory	5	24200	2500	L2	L2/CCM/01-05
A 2 Utility Equipment's							
1	Air Compressor		1	16400	2000	UTL1	UTL1/01
2	Boiler (Stream Generator)	Ramson	1	42900	5000	UTL2	UTL2/01
3	Boiler (Stream Generator)	Unbranded	1	14100	1500	UTL3	UTL3/01

4	Boiler (Stream Generator)	Unbranded	1	9700	1000	UTL 4	UTL4/01
5	Steam Press		6	13200	1500	UTL5	UTL5/01 -06
6	Transformer		1	65200	7000	UTL6	UTL6/01 -
7	PCC/Electrical Panels (CT/PT)	Surya Powertech & Gears	2	13800	1500	UTL7	UTL7/01 -02
8	MCC		1	5100	600	UTL8	UTL8/01
9	DG Set		1	357300	40000	L4	L4/DG/0 3

Note: EMD will have to be deposited for each Sub Lot bid by an Intending Bidder.

Annexure 8

B Misc. Fixed Assets							Sub Lot No.
B 1 Laboratory Equipment							
1	Colour matching Cabinet	G.S. Instruments	1	800	100	UTL9	UTL9/01
2	Washing machine	IFB Front Loading	1	1900	200	UTL10	UTL10/01
3	Hot Air Oven		1	2300	300	UTL11	UTL11/01
4	Induction Hot Plate	Johnson	1	1500	200	UTL12	UTL12/01
B 2 Misc Common							
1	Fire Hydrant System and Fire Extinguishers		1	20400	2100	MFA1	MFA1/01
2	Weighing Scale		1	2100	300	MFA2	MFA2/01
3	Box Strapping Machine		1	6400	700	MFA3	MFA3/01
4	Weighing Scale	Libra	1	2100	300	MFA4	MFA4/01
5	Weighing Scale		1	1300	200	MFA5	MFA5/01
6	Desert Cooler With Ducting		1 Set	26100	5000	MFA6	MFA6/01
7	Air Conditioners	1.5 & 2 Mt	8	26300	3000	MFA7	MFA7/01-08
8	LCD	32 & 25 Inch	2	9400	1000	MFA8	MFA8/01-02
B 3 Furniture, Fixture & Other Ancillary Items							
Slotted Angle Racks, Computers, Electrical Fittings, Wooden Racks, Tables, Chairs, ceiling Fans etc.				169500	17000	MFA9	MFA/9

Note: EMD will have to be deposited for each Sub Lot bid by an Intending Bidder.

Annexure 9

Sr. No.	Description	Make/Model	Qty (In No.'s)	Reserve Price, Rs.	EMD Amount, Rs.	Lot No.	Sub Lot No.
A. Unit-2 Plot No D-3, TEXTILE COLONY Ludhiana 141003							
C 1 Manufacturing Machines							
1	Interlocking Machines For Knitting	Baiyuan, China	8	5818000	600000	L3	L3/IM/01-08
C 2 Utility Equipment's							
1	Servo Panel For Knitting machines	Baiyuan	1	42600	4300	L3	L3/SPK/01
2	Electrical Control Panel	Unbranded	1	48100	5000	L3	L3/ECP/01
3	Air Compressor with Dryer	ELGI	2	19500	2000	L3	L3/AC/01-02
4	DG Set	Meera & Co, 40 KVA	1	88700	9000	L4	L4/DG/02
5	DG Set	Honda	1	7900	1000	L4	L4/DG/01

Note: EMD will have to be deposited for each Sub Lot bid by an Intending Bidder.

Annexure 10

D. Misc. Fixed Assets				
1	Air Conditioners, weighing scales, Ceiling fans, Exhaust Fans, Stools, CCTV Cameras, Electrical panel, etc.	27800	3000	MFA10