

**IN THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD
AND IN THE MATTER OF: C. P. (I.B) No.459 /AHM/2022
UNDER INSOLVENCY & BANKRUPTCY CODE, 2016
AND**

**IN THE MATTER OF: M/S ACCENT PACKAGING PRIVATE LIMITED
(IN LIQUIDATION)**

TENDER DOCUMENT

**E-Auction for sale of the asset on standalone basis of Accent Packaging Private
Limited (In Liquidation)**

Tender Document No: APPL/24-25/002

FOR AND ON BEHALF OF THE NATIONAL COMPANY LAW TRIBUNAL,
AHMEDABAD IN THE MATTER OF M/S ACCENT PACKAGING PRIVATE
LIMITED
(IN LIQUIDATION)

14th November, 2024

Liquidators

Mr. Sanjay B Shah

IP. Reg. No.: IBBI/IPA-001/IP-P-02677/2022-23/14106

*Address: 704, King's Plaza, Astron Circle,
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Contact no. : 9824240900

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DISCLAIMER

1. *This “Tender Document” is issued by Sanjay B Shah, the Liquidator appointed by Honourable NCLT, Ahmedabad Bench-I, in the matter of Accent Packaging Private 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 sale of an asset on standalone basis of Accent Packaging Private Limited (In liquidation) (the “corporate debtor”) in accordance with the Insolvency and Bankruptcy Code, 2016 (‘IBC’).*
3. *It is to be noted that no information being provided in this “Tender Document’ claims to be comprehensive, independent due diligence of the intended user of this document or the bidder is highly recommended.*
4. *This ‘Tender 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.*
5. *Neither the Liquidator, nor his Associate, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this “Tender Document” including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
6. *Further, apart from the provisions set out in this “Tender Document” the E-Auction process applicant shall be responsible for fully satisfying the requirements and Provisions of the Insolvency and Bankruptcy Code and of the Insolvency and Bankruptcy Board of India’s (Liquidation Process) Regulations as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
7. *It is to be noted that by procuring a copy of this “Tender Document” the recipient accepts the terms of this disclaimer, which forms an integral part of this Tender Document and part of all the other terms and conditions of this Tender Document.*
8. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*
9. *The sale of the corporate debtor is proposed to be done on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of the asset of corporate debtor on standalone basis does not entail transfer of any other title, except which the corporate debtor had on its assets as on date of transfer and relinquished by the secured creditor. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.*

SANJAY B SHAH (Liquidator)

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Signature of Bidder

10. *The E-Auction Participant shall bear all the costs and charges associated with or relating to the preparation and submission of the 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.*
11. *'This Tender Document' is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this Tender 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 Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and may get independent advice from appropriate sources.*
12. *The issue of this Document shall not be deemed to be any form of commitment on the part of the Liquidator or the Corporate Debtor to proceed with any transaction(s). It is to be noted that no information being provided in this Tender Document, claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
13. *Information provided in this "Tender Document" to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the Tender Document.*

SANJAY B SHAH (Liquidator)

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Signature of Bidder

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1. INFORMATION MUST BE READ BEFORE BIDDING

- 1.1 This “Tender Document” has been issued for the purpose of carrying out electronic auction (e-Auction) for seeking bid for sale of asset of Accent Packaging Private Limited (In liquidation) (the “Corporate Debtor”) on standalone basis 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).
- 1.2 The information provided in this “Tender Document” should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this Tender 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.
- 1.3 The information contained in this Tender Document 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 Tender Document.
- 1.4 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 “Tender Document”
- 1.4.1 The issuance of this “Tender Document” does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the corporate debtor and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
- 1.5 Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, if any, which may be required by the seller or any other costs incurred in connection with or relating to its bid including EMD
- 1.6 The sale of the asset of the corporate debtor on standalone basis will be conducted in terms of:
- (i) the Order of the National Company Law Tribunal; and
 - (ii) the sections, rules, regulations and guidelines under Insolvency & Bankruptcy Code, 2016
- 1.7 M/s Linkstar Infosys Pvt. Ltd. (www.eauctions.co.in) (“**E-Auction Service Provider**”) has been appointed as the E-Auction Service Provider. The sale of asset of the corporate debtor on standalone basis will be on an “*As is where is basis*”, “*As is what is basis*”, “*Whatever there is basis*” and “*No recourse*” and shall be undertaken by the Agency 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:

SANJAY B SHAH (Liquidator)

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Signature of Bidder

Type of Bid	E-Auction
Seller	Sanjay B Shah, Liquidator for Accent Packaging Private Limited (In Liquidation)
Service Provider	Linkstar Infosys Private Limited 9-C, Vardan Complex, Near Vimal House, Lakhudi Circle, Navrangpura, Ahmedabad-380014 Contact Person: Mr. Vijay Pipaliya Mob: +91 98700 99713 Support Desk Helpline No: +91 79 26566588 Email Id: admin@eauctions.co.in
Website of the E-Auction Service Provider	http://www.eauctions.co.in
Annexures	<ol style="list-style-type: none"> 1. Annexure 1 - Bid Form Instruction: This document is required to be duly filled in by the Bidder. The Bidder will then be required to take a print out of the filled in form, sign the same and thereafter upload it on the Platform. 2. Annexure 2 - Declaration by the Bidder Instruction: This document is required to be duly filled in and signed by the Bidder. The Bidder will then be required to take a print out of the filled in form, sign the same and thereafter upload it on the Platform at the time of submission of the Online Form. 3. Annexure 3 – Technical Terms and Conditions of e-Auction Sale 4. Annexure-4 Affidavit and Undertaking under Section 29A (to be notarized)

1.8 All terms and conditions with respect to the sale of an asset of the corporate debtor on standalone basis shall be governed by the directions of the Liquidator, Hon'ble National Company Law Tribunal 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 an asset of the corporate debtor on standalone basis and it would be open to the Liquidator of the Corporate Debtor to appoint such experts or other persons, as he might think necessary, in consultation with NCLT, so as to enable the sale of the asset of the corporate debtor on standalone basis.

1.9 In this Tender Document, capitalized terms shall, unless repugnant to the meaning or context thereof, have the meanings assigned to such terms in the body of the Tender Document or in the Annexure thereof. Any reference to this "Tender Document" shall mean this tender document

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including its Annexure, any addenda or amendments to this Tender Document and/ or any other document issued pursuant hereto.

1.10 The Annexure to this Tender Document shall form an integral part of this “Tender Document” and this Tender Document shall always be read in conjunction with the Annexure thereto.

1.11 The term “Bidder” or “intending bidder” as used in this “Tender Document” shall mean any person who has successfully submitted duly signed and stamped tender document along with all annexures and supporting documents as required in this process in response to the notices dated 14.11.2024 issued by the Liquidator (Hereinafter collectively referred to as the “Sale Notice”). It is clarified that a Bidder must submit a bid under this Tender document only with respect to the Corporate Debtor for which he has successfully submitted this tender document along with the annexures to it in response to the E-Auction Sale Notice.

2. KEY DEFINATION

“**Adjudicating Authority**” or “**NCLT**” shall mean the Hon’ble Ahmedabad 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 Bidders as required in terms of this E-Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“**Control**” shall mean a Person holding more than 26% (twenty-six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by 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 a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

“**E-Auction Process Information Document**” means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall 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 an 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

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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**”

At the end of the E-auction process, the Liquidator will evaluate all the bids submitted and will decide upon the successful bidder. The Liquidator’s decision will be final & binding on all the bidders.

3. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the Hon'ble National Company Law Tribunal, Ahmedabad with effect from 04.01.2024. As per the said order, **Sanjay B Shah** has been appointed as the Liquidator.
 2. It is the endeavour of the Liquidator to conduct the sale of the asset of the corporate debtor on standalone basis, comprising the liquidation estate of the corporate debtor in the manner specified under Regulation 32 (a), 32A, 33 and Schedule I (provided under Regulation 33) of the IBBI (Liquidation Process) Regulations 2016 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, and as per directions, if any, of the NCLT / NCLAT in respect of the liquidation process of the Company and in the manner specified in this Tender Document.
 3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the Hon'ble NCLT, Ahmedabad in respect of the liquidation process of the Company and in the manner specified in this Tender Document.
 4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.
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SANJAY B SHAH (Liquidator)

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Signature of Bidder

4. TERMS AND CONDITIONS OF THE E-AUCTION

The sale of the asset of the corporate debtor on standalone basis mentioned in this Tender Document and the Notice of Sale dated **14.11.2024** (“**E-AUCTION SALE NOTICE**”) published by the Seller pursuant to the appointment by NCLT, shall be subject to the following conditions and the conditions set out in **Annexure 3**:

4.1 Nature and Object of the e-Auction

- (a) The online e-auction sale is with the object of facilitating a free, fair and transparent sale of an asset on standalone basis of the corporate debtor and for achieving best-possible recovery of the Corporate Debtor.
- (b) The sale of an asset of the corporate debtor on standalone basis will be conducted in terms of and in compliance with the provisions, rules, regulations and guidelines provided in Insolvency & Bankruptcy Code and guidelines provided by IBBI.
- (c) All conditions of sale of an asset on standalone basis of the corporate shall be governed by the directions of the National Company Law Tribunal and in accordance with applicable provisions of law.

4.2 Cautions to the Bidders

- (a) The asset of the Corporate debtor is being sold on standalone basis, strictly on an “as is where is, what is there is, whatever there is and non-recourse” basis.
- (b) Bidders are advised to go through all the terms and conditions of sale given in this Tender Document and also in the Notice of Sale before participating in the online bidding/auction.
- (c) The e-auction shall entitle the Successful Bidder to all the rights of the incumbent holder in respect of corporate debtor. Details of the asset as stated in the Notice of Sale and under this Tender Document are as per the details available with the Seller/Financial Creditor and neither the Seller nor the Agency shall, in any way, be responsible for any variation in the same due to any reason.
- (d) Bidders shall note that the assets relinquished by secured creditor shall only be considered for the present sale. The assets available in the Liquidation estate are being sold as a standalone basis.

4.3 Inspection of the Corporate Debtor / Buyers Beware

- (a) Bidders are requested to inspect and conduct their own due diligence with respect to the asset of the corporate debtor and satisfy themselves regarding the regulatory

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compliances, condition etc., prior to submission of their online bids. All costs incurred in connection with such inspection shall be borne by the Bidders.

- (b) The intending bidders, prior to submitting their bid, should make their independent inquiries regarding the asset of the Corporate Debtor, dues of local taxes, electricity and water charges, development charges, maintenance charges, if any, and other applicable approvals/renewals etc. and inspect the Corporate Debtor at their own expenses and satisfy themselves fully before making the bid.
- (c) The Agency/ the Seller shall not be responsible for rendering any assistance to the Bidder in connection with its independent inspection of the corporate debtor.
- (d) Bidders are bound by the principle of *caveat emptor* (buyer beware).
- (e) Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to the title of the asset of the corporate debtor.

4.4 Submission of the Online Form and Earnest Money Deposit

- (a) The auction shall be conducted through the process of an e-auction facilitated by the Seller. The Seller/ E-Auction Service Provider shall inform the Bidders via **e-mail** of the procedure for obtaining access to the Platform for the purposes of uploading necessary forms and documents thereat and making bids thereon.
- (b) Each intending bidder shall, pursuant to gaining access to the Platform, provide such details as may be required by the E-Auction Service Provider.
- (c) Thereafter, the Bidders would be required to submit the following **Documents**:
 - (i) **Individual** Bidders or Bidders in the nature of Hindu undivided families (“**HUFs**”) would be required to submit the following:
 1. copy of the valid passport or voter’s ID or valid driving license or aadhaar card or photo identity card issued by Govt./ PSU;
 - &
 2. copy of the permanent account number (“**PAN**”) card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
 - &
 3. The Cibil report generated as on the date of submission of the EOI
 4. It is clarified that in the case of an HUF, the karta of the HUF would have to upload his own passport/ voter ID/ driving license/ aadhaar card/photo identity card issued by Govt. / PSU.
 - (ii) **Non-Resident Indian(s)** would be required to submit the following documents:
 1. their passport and residence visa copies duly attested by foreign offices or notary public or the Indian embassy;
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2. a copy of the PAN card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.

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3. The Cibil report generated as on the date of submission of the EOI

Acquisition of immovable properties in India by NRIs/PIOs will be subject to FEMA regulations.

- (iii) **Proprietary concerns** shall upload any two documents evidencing the identity and address proof of the proprietor and proprietorship concern. The proprietor should also provide a copy of the permanent account number (“**PAN**”) card and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.

- (iv) **Partnership firms** and limited liability partnerships (**LLPs**) shall be required to submit any two documents providing the identity and address proof of the partnership or limited liability partnership, as applicable, any 2 (two) documents evidencing the identity and address proof the partner authorized to act on behalf of the partnership or limited liability partnership, as the case may be, & the following documents:

1. Registration certificate of incorporation certificate, if any, as applicable;
2. Partnership deed or limited liability partnership agreement, as applicable;
3. An officially valid document in respect of the person holding a power of attorney to transact on behalf of the partnership or copy of the resolution passed by the partners of the limited liability partnership or other valid document evidencing authority of the designated partner to transact on behalf of the limited liability partnership; And
4. Copy of the permanent account number (“**PAN**”) card of the partnership firm/ limited liability partnership and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
5. The Cibil report generated as on the date of submission of the EOI

- (v) **Companies** shall be required to submit any two documents evidencing the identity and address proof of the company and the following documents:

1. Certificate of incorporation;
2. A resolution from the shareholders/ Board of Directors granted to its managers, officers or employees to transact on its behalf with respect to the matters contemplated herein; **And**
3. Copy of the permanent account number (“**PAN**”) card of the company and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.

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Signature of Bidder

4. It is clarified that no power of attorney would be accepted and the person authorized to act on behalf of a company must be so authorized only by means of a resolution of the board or shareholders of the company.
5. The Cibil report generated as on the date of submission of the EOI

- (d) Upon submitting the relevant documents in accordance with Clause 4.4(c) above, the intending bidders are required to fill up the online form / physical form as per the format prescribed in **Annexure 1** with respect to asset for which the intending bidder proposes to submit a bid and take a print out of the filled form, sign the same and thereafter upload it on the Platform along with (i) a scanned copy of the duly signed print out of this Tender Document; and (ii) a duly signed declaration as per the format set out in **Annexure 2**, on or before the last date and time given in the Notice of Sale/Tender Document. The intending bidder would also be required to make payment of the EMD in accordance with Clause 4.6 prior to uploading the Online Form. The Online Form should be duly filled in and complete with all the relevant details.
- (e) Any **queries** can be addressed to Liquidator at, 704, King's Plaza, Astron Circle, Sardarnagar Main Road, Rajkot - 360 001 India. Email-id: accentpackliquidation@gmail.com & Phone No: 9824240900 or Mr. Vijay Pipaliya Mob: c/o M/s Linkstar Infosys Private Limited. Helpline No: +91 98700 99713; Helpline Email: admin@eauctions.co.in
- (f) Bidders can participate in the e-auction from anywhere. Therefore, any intending Bidder who is an individual/Non-Resident Indian or Karta of HUF, shall participate in the e-auction on his own behalf and shall not be allowed to participate in the e-auction through any third party such as an authorized agent/ representative.

4.5 **Online Bidding**

- (a) Bidding will be through the Platform.
- (b) Bidders are cautioned to be careful while entering their bid amount
- (c) The Seller and the Agency shall not have any liability towards Bidders for any interruption or delay in access to the Platform irrespective of the cause, issues relating to the Platform, failure of internet connection, server problems, etc.
- (d) Any dispute arising out of the e-auction sale of the asset of the corporate debtor on standalone basis shall be decided by the Seller, whose decision shall be final and binding.
- (e) A training manual has been uploaded on the website of the E-Auction Service Provider at www.eauctions.co.in intending bidders may avail online training/ demonstration on the e-auction process from the E-Auction Service Provider.

4.6 **Earnest Money Deposit and intimation of Eligible Bidders**

- (a) The non-interest bearing earnest money deposit (EMD) to be paid by the Bidder prior to uploading the Online Form shall be an amount as prescribed. The EMD shall be submitted in accordance with the timelines set out and shall be paid by either mode as specified below:

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Signature of Bidder

(b) As under:

(i) through RTGS/ NEFT to the account number provided below:

Account Number	:	1642102000007672
Beneficiary Name	:	Accent Packaging Pvt Ltd (In Liquidation)
Bank Name	:	IDBI Bank Limited
Branch	:	Rajkot Branch
IFSC Code	:	IBKL0001642

The details of any remittances made in this regard shall be entered in the Online Form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidders from one bank account only and the bank account from which the EMD is remitted should be owned by the Bidder; **OR**

(ii) by way of Demand Draft in name of Accent Packaging Private Limited (In Liquidation).

(c) Bidders shall not disclose remittance details of EMD, UTR Code, etc. to anyone else, to safeguard its secrecy.

(d) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.

(e) All details regarding remittance of the EMD shall be entered in the bid application Form. Incomplete/unsigned Online Forms will be summarily rejected.

(f) EMD and other amounts paid by the Bidders/ Eligible Bidders/ Successful Bidder are liable to forfeiture in case of any default or misrepresentation on the part of the Bidder/ Eligible Bidders/ Successful Bidder.

(g) All the payments made by the Bidder/ Eligible Bidders/ Successful Bidder under the e-auction shall be intimated to the Liquidator at accentpackliquidation@gmail.com and admin@eauctions.co.in immediately.

(h) The Liquidator shall (i) verify the details mentioned in the Online Forms based on the documents submitted/uploaded pursuant to Clause 4.4(c) and Clause 4.4(d); and (ii) ascertain submission of the EMD, and also the adherence of timelines specified in Clause 4.4. Pursuant to such verification, the Agency shall notify the Bidders (via email) regarding their eligibility to participate in the e-auction for the sale of the asset of the corporate debtor on standalone basis and such Bidders shall hereinafter be referred to as the “**Eligible Bidders**”.

(i) The Seller shall have the right to forfeit the EMD and any other monies of the Bidders in the event that any of the documents uploaded on the Platform pursuant to Clause 4.4(c) and Clause 4.4(d) is found to be incorrect or in the event that the Agency/ the Seller has, pursuant to its verification of such documents, discovered any misrepresentation on the part of the Bidder.

4.7 Reserve Price and Bid Multiplier

The reserve price for sale of the asset of the corporate debtor on standalone basis be as per the details set out in Clause 5.1 hereof. The bids shall be in multiples of amount given

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Signature of Bidder

in public announcement of the reserve price and the Eligible Bidders shall increase their bids in multiples of that amount or higher than that amount.

4.8 Duration of Auction sale

- (a) The auction will be conducted via an electronic auction platform.
- (b) Online e-auction sale will commence and be carried out as per the timelines set out in clause 5.1.
- (c) The e-Auction shall commence strictly at the scheduled time and at a price equal to reserve price. Auction/bidding time will initially be for a period of 1 (one) hour and the closing time of the auction is system controlled; the time will get automatically extended by **5 (five) minutes** if any bid is received during the last 5 (five) minutes, i.e. while an active bid is in process and kept open till the auction-sale concludes.
- (d) If any market-leading bid (bid higher than the highest at the point in time) is received within the last 5 (five) minutes of closing time, the bidding time will be extended automatically by 5 (five) minutes and if no bid higher than last quoted highest bid is received within the said extended 5 (five) minutes, the auction sale will automatically get closed at the expiry of the extended 5 (five) minute period. There will thus be an extension of bidding-time, each of 5 (five) minutes duration, till auction is concluded.
- (e) Eligible Bidders are advised to enter their bid accordingly keeping in mind the 5 (five) minute duration as specified above
- (f) No complaint on the time-factor for bidding or paucity of time for bidding will be entertained by the Agency and/ or the Seller.

4.9 Intimation to the Successful Bidder

After the conclusion of the e-auction, the Highest Bidder submitting the highest bid (“**Successful Bidder**”) shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. However, the said e-mail would be null and void and shall not constitute sale of the asset of the Corporate Debtor on standalone basis to the Highest Bidder.

A separate intimation shall be sent to the Successful Bidder via email (“**Intimation**”) that will be declared by the Liquidator through his email upon completion of sale of the asset of the Corporate Debtor on standalone basis. Date of sending the e-mail will be considered as the date of receipt of Intimation i.e. Date of Intimation.

4.10 Deposit of the purchase price and verification of Documents

- (a) The Liquidator shall verify all documents of the successful bidder and intimate the successful bidder within 30 days from the close of auction. The intimation of confirmation of sale shall be made through E-mail as well as Registered Post.
- (b) In accordance with Schedule 1 under Regulation 33 of the Insolvency and Bankruptcy Board of India (Liquidation Process Regulations) 2016, on completion of the e-auction, the successful bidder shall be invited to provide balance sale consideration within 90 (Ninety) days of the date of such demand. *Further, as per Schedule I of Liquidation Regulations. Provided that, Payment made after 30 (Thirty) days shall attract Interest at the rate of 12% p.a. Provided that the*

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Signature of Bidder

sale shall be cancelled and sale consideration paid till date will be forfeited if the payment is not received within 90 days.

- (c) All the payments of the bid amount made by the Successful Bidders shall be made through RTGS/ NEFT to the Account number mentioned in Clause 4.6(a) above, or by way of Demand Draft as mentioned in Clause 4.6(b) and shall be intimated to the Agency immediately together with the MICR No., UTR No. and a challan copy relating to the said payment. The payments of the bid amounts shall be made by the Successful Bidder from the same bank account from which he has made payment of the EMD amounts.
- (d) If any amount required to be paid by the Successful Bidder is not paid within the specified time, all amounts paid by the Successful Bidder (inclusive of the EMD) shall be liable for forfeiture.
- (e) The Successful Bidders would be required to provide the Seller, within a period of 15 (Fifteen) days from the date of the auction, originals of all the documents whose copies they have submitted under Clause 4.4(c) and Clause 4.4(d) above for verification purposes.

4.11 Defaults in Payment

Default of payment of the bid amounts within the stipulated time shall result in an automatic cancellation of the sale without any notice and all amounts paid until then by the Successful Bidder (inclusive of the EMD), shall be liable for forfeiture.

4.12 Confirmation of Sale

- (a) The Successful Bidder shall not have any right/title or interest in the corporate debtor until a sale certificate is issued in his favour by the Seller in accordance with the applicable laws.
- (b) The sale certificate will be issued, within 30 (thirty) days from date of last date of payment of full bid amount subject to compliance of all terms and conditions of sale, unless cancelled by the Seller for any reason as per applicable law.
- (c) The sale certificate will not be issued pending waiver application /operation of any stay/ injunction/ restraining order passed by the higher authorities/ court against such issuance.
- (d) No request for cancellation of the sale or return of the deposit, either in part or full, will be entertained.
- (e) Representations/objections from the Successful Bidder would not be entertained post issuance of the sale certificate.

4.13 Payment of Stamp Duty, TDS etc.

- (a) The sale may attract stamp duty, registration charges, etc. as per relevant laws.
- (b) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties/ additional stamp duty / transfer charges, registration expenses, fees, etc., if any.

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Signature of Bidder

- (c) The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, etc., owed by the Company, if any, shall be taken care of as per Insolvency and Bankruptcy Code, 2016.
- (d) Purchaser has to bear the cess or other applicable tax i.e. GST, TDS, etc if applicable.

4.14 Sale Certificate

- (a) The sale certificate will be issued by the Seller / Liquidator only in accordance with the applicable laws. The sale certificate will be issued in the name of the Successful Bidders specified in the bidding application form. No request for inclusion/substitution of name, other than those mentioned in the bidding application form, in the sale certificate will be entertained.
- (b) Sale certificate shall be collected in person by the Successful Bidder or through an authorized person with submission of appropriate authority.

4.15 Return of the EMD

The EMD of the unsuccessful Bidders will be returned, after successful conclusion of sale of the asset of the Corporate Debtor on standalone basis without any interest through NEFT/RTGS to the same bank account from which the EMD was received and intimated via their e-mail ID.

4.16 Stay/Cancellation of the Sale

- (a) In case of stay of further proceedings by the Competent Authority, the e-auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- (b) Default in payment of the bid amount by the Successful Bidder within the time in Clause 4.10(a) will result in cancellation of sale including forfeiture of the EMD amount.
- (c) The Seller shall also have the right to postpone/ cancel the sale of the asset of the Corporate Debtor on standalone basis for reasons to be recorded in the proceedings. In case of adjournment of sale for any reason, no fresh notice of sale will be given. However, the new date of sale will be informed through e-mail and/or notified on the website of the Seller to specify website URL and the adjournment dates and time for submission of tenders will also be available on the website of the Seller.

4.17 Delivery of Title Deeds

- (a) The Successful Bidder, on receipt of sale certificate, shall contact the Seller for delivery of title deeds and other documents related to the corporate debtor as available with the Seller/ Financial Creditor.
- (b) The Seller shall ensure that title deeds and other documents as available with the Financial Creditor are handed over to the Successful Bidder subject post issuance of the sale certificate in accordance with the Order and the Subsequent Orders.

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Signature of Bidder

4.18 Delivery of possession

- (a) Transfer of the asset of the corporate debtor sold on standalone basis shall be as per the directions of the authorities, Codes, Rules, Regulation, as the case may be.
- (b) After obtaining the sale certificate from the liquidator, the Successful Bidder is entitled to obtain possession of the asset of the Corporate Debtor. Possession will be given separately.
- (c) All expenses & incidental charges thereto shall be borne by the Successful Bidder.

4.19 Other Conditions

- (a) The bids shall be submitted by the Eligible Bidders and the corporate debtor shall be acquired by the Successful Bidder in compliance with applicable laws including foreign exchange laws and tax laws, as applicable.
- (b) No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, can bid for, acquire or attempt to acquire any interest in the corporate debtor and its properties sold.
- (c) Further, post the completion of E-auction Process on 09.12.2024, the Highest Bidder shall not have right to give any counter offer.
- (d) The Seller shall have liberty to amend / modify / delete any of the conditions of the Tender Document or Notice of Sale as may be deemed necessary in the light of facts and circumstances of each case.
- (e) The Seller shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale for reasons to be recorded in the proceedings.
- (f) Bidders shall be deemed to have read and understood all the conditions of sale, the Tender Document, the Order and the Notice of Sale and are bound by the same.
- (g) The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the Tender Document and Notice of Sale.
- (h) Bidders are advised to preserve the EMD documents and documents pertaining to other deposits/ payments made by it and also a copy of the terms and conditions of the application Form downloaded from the portal and other document uploaded by it on the Platform for future reference.
- (i) All the liabilities of the Corporate Debtor shall be dealt with in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 & Regulations made thereunder.
- (j) The successful bidder shall have right to get refund of the Earnest Money Deposit paid by him in case if the Adjudicating Authority does not approve sale of the asset of the Corporate Debtor on standalone basis. The successful bidder shall not have any right to withdraw the offer submitted by him under any other circumstances. In

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Signature of Bidder

case if the successful bidder withdraws the offer submitted by him in any other circumstances at any point of time, then the Earnest Money Deposit paid by him shall be liable to be forfeited.

- (k) The successful buyer shall have right on assets relinquished by the secured creditor and shall waive his right on the assets which are being sold by the secured creditor out of liquidation process.
 - (l) The successful buyer shall waive his right to include any amount of recoveries from the old sundry debtors of the Corporate Debtor through Hon'ble NCLT, Ahmedabad or any other mode and recoveries from the applications filed with the Honorable NCLT, Ahmedabad under section 43 and 66 of the Insolvency and Bankruptcy Code, 2016. Further the successful bidder shall forgo any rights or benefits arising from the recovery if any of the Sundry Debtors of the Company at any time in future. Further, the successful bidder shall also forgo the rights or benefits of recoveries, if any arising out of the PUFEE transactions identified in the Corporate Debtor. Further, the recoveries / benefit arising from Sundry Debtor or PUFEE Transaction identified in the Corporate Debtor shall be available to the stakeholders of the Corporate Debtor and shall be distributed to the stakeholders of the Corporate Debtor in accordance with Section 53 of the Insolvency and Bankruptcy Code, 2016. However, the successful bidder shall assist and cooperate the members of the Stakeholders Consultation Committee in managing the recoveries from sundry debtors.
 - (m) Further, apart from the provisions set out in this Tender Document, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC, 2016 and Liquidation Process Regulations made thereunder as well as all laws in force that are or may be applicable to the Bidder or the intended manner of sale envisaged under this Tender Document and for obtaining consents, waiver from requisite regulatory and statutory approvals from the concerned regulators, third parties and governmental authorities in order to consummate the sale process as contemplated in the Tender Document.
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6. E – AUCTION SCHEDULE

5.1 Sale of the asset of the Corporate Debtor on standalone basis forming part of Liquidation estate formed by the Liquidator

Particulars	Reserve price EMD	Bid Increment amount
Sale of asset of the Corporate Debtor Accent Packaging Private Limited (under liquidation) on standalone basis under Regulation 32(a) of Liquidation Regulations, 2016 and without PUFER recovery right. See “Annexure-A”	Reserve Price: Rs. 70,40,000/- EMD: Rs. 7,00,000/-	Rs.20,000/-

Note:

- The sale of the asset on standalone basis shall only include assets available to the Liquidator in the Liquidation Estate.
- E-Auction will be conducted on “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “NO RECOURSE” basis through approved service provider, M/s. Linkstar Infosys Private Limited.

5.2 The schedule of the e-auction process pursuant to this Tender Document shall be as per the estimated timelines specified below:

ACTIVITY	Last date (in calendar days)
Issuance of Tender Document	Thursday, 14.11.2024 onwards
Submitting of documents specified in Clause 4.4(c) and Clause 4.4(d)	Thursday, 28/11/2024 before 05:00 PM
Submission of EMD	Tuesday, 03/12/2024 before 07:00 PM
Declaration of Qualified Bidder	Monday, 02/12/2024 at 5:00 PM
Commencement of e-Auction process	Monday, 09/12/2024 at 11:00 AM
Completion of e-Auction process	Monday, 09/12/2024 at 12:00 PM or till the last bid is made
Verification of Documents of successful bidder and intimation of confirmation of sale to the successful bidder	Within 30 days from the date of full and final Bid amount
Balance Payment of bid amount by the Successful Bidders	In accordance with Schedule 1 under Regulation 33 of the Insolvency and Bankruptcy Board of India (Liquidation Process Regulations) 2016, on completion of the e-auction, the successful bidder shall be invited to provide balance sale consideration within 90 Ninety days of the date of such demand. (a) <i>Further, as per Schedule I of Liquidation Regulations. Provided that, Payment made after 30 (Thirty) days shall attract Interest at the rate of 12% p.a. Provided that the sale shall be cancelled and sale consideration paid till date will be forfeited if the payment is not received within 90 days.</i>

SANJAY B SHAH (Liquidator)

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Signature of Bidder

Intimation to Successful Bidder	Within 15 days from the date of full and final Bid amount
Issuance of Sale Certificate	Within 30 days from the date of full and final Payment of Bid amount.

*Any changes in the above mentioned timelines shall be intimated to the Bidders

5.3 All intending bidders/ Bidders are advised to:

- (a) Comply with all the prevailing laws of land, regulations, and rules, as applicable for purchase of asset of Corporate Debtor on standalone basis in India.
- (b) Inspect the Corporate debtor and its properties and satisfy themselves before taking part in the e-auction and filling the Online Form.
- (c) Make their own independent enquiries regarding the encumbrances, title of corporate debtor and its properties put on auction and claims /rights /dues, etc., prior to submitting their EMD/ bid on the e-auction platform.
- (d) Carefully read the terms and conditions of sale before submitting their bids.
- (e) Download and keep a copy of duly filled in uploaded Online Form, terms and conditions of the Online Form as well as the Notice of Sale for their future reference.
- (f) Make the bid and all communications in relation to or concerning the Tender Document and the bid, in the English language.
- (g) Bear all of their own costs associated with the preparation of their bids and their participation in the e-auction process.

5.4 Verification of information by the Bidders

It shall be deemed that by participating in the e-auction process, the Bidder has:

- (a) made a complete and careful examination of the Tender Document and Notice of Sale and unconditionally and irrevocably accepted the terms thereof;
- (b) familiarized itself with the Order of the Competent Authority;
- (c) reviewed all relevant information provided by the Agency / the Seller, as may be relevant to the e-auction process;
- (d) satisfied itself about all matters regarding the e-auction process required for submitting an informed bid in accordance with this Tender Document and performance of all of its obligations hereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-auction process or the corporate debtor shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the Seller/ the Agency; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

5.5 Verification and Disqualification

- (a) The Seller reserves the right to verify (in accordance with the provisions of this Tender Document) all statements, information and documents submitted by the

SANJAY B SHAH (Liquidator)

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Signature of Bidder

Bidder in response to the Tender Document and the Bidder shall, when so required by the Seller, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Seller shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency/ the Seller thereunder.

- (b) Without prejudice to any other right or remedy that may be available to the Seller under this Tender Document, the Seller reserves the right to disqualify the Bidder, cancel the sale and to appropriate the entire EMD and other amounts paid, if:
- (i) at any time, a misrepresentation on part of the Bidder is made or uncovered;
 - (ii) the Bidder does not provide, within the time specified by the Agency/ the Seller, the supplemental information/ documentation sought by the Agency/ the Seller, or
 - (iii) any act or omission of the Bidder results in violation of or non-compliance with the Tender Document and/ or any other document referred herein or issued pursuant thereto or any applicable law relevant for the e-auction process.
- (c) Any person who participated in E-Auction, if found disqualified u/s 29A of Insolvency & Bankruptcy Code, 2016, or regulation thereunder, EMD of such disqualified bidder shall be forfeited.

7. FRAUD AND CORRUPT PRACTICES

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the e-auction process. Notwithstanding anything to the contrary contained herein, the Seller/ the Agency may reject a bid without being liable in any manner whatsoever to the Bidder, Eligible Bidder or the Successful Bidder, as the case may be, if the Seller/ the Agency determines that the Bidder, Eligible Bidder or Successful Bidder, as the case may be, 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. In such an event, the Seller/ the Agency shall be entitled to forfeit and appropriate the EMD and other amounts paid, as damages, without prejudice to any other right or remedy that may be available to the Seller/ the Agency under this Tender Document or otherwise.

6.2 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**Corrupt Practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the e-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 Seller who is or has been associated in any manner, directly or indirectly, with the e-auction process or has dealt with matters concerning this Tender Document or arising therefrom, 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 Seller, shall be deemed to constitute influencing the actions of a person connected with the auction process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, during the auction process or prior to confirmation of the sale, any person in respect of any matter relating to the e-auction process or confirmation of the sale, who at any time has been or is a legal, financial or technical adviser of the Seller in relation to any matter concerning the auction process;
- (b) “**Fraudulent Practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction process;
- (c) “**Coercive Practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property/(ies) to influence any person’s participation or action in the auction process;
- (d) “**Undesirable Practice**” means (i) establishing contact with any person connected with or employed or engaged by the Seller/ the Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the auction process; (ii) having a conflict of interest; or (iii) violating of any applicable law; and

- (e) “**Restrictive Practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the auction process.

8. MISCELLANEOUS

- 7.1 The e-auction process shall be governed by, and construed in accordance with, the laws of India and any dispute arising out of the e-auction sale of the asset of the Corporate Debtor on standalone basis or this Tender Document shall be decided by the Seller, whose decision shall be final and binding.
- 7.2 The Seller, in its sole discretion and without incurring any obligation or liability, reserves the Right, at any time, to:
- (a) consult with any Bidder in order to receive clarification or further information;
 - (b) retain any information and/ or evidence submitted to the Seller/ the Agency by, on behalf of, and/ or in relation to any Bidder; **and/ or**
 - (c) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the bid, the Bidder agrees and releases the Agency / the Seller, its employees, subsidiaries, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 7.4 **Proprietary data**
- All documents and other information supplied by a Bidder to the Agency/ the Seller shall remain or become the property/(ies) of the Agency / the Seller. It will not return any bid or any information provided by the Bidder.

ANNEXURE 1
BID APPLICATION FORM

Date:

Dear Sir,

I am desirous in participating the E- Auction announced by you in the newspaper Publication dated _____ in _____ (Name of the Newspaper):

Details of Corporate Debtor

Name of the Corporate Debtor	Accent Packaging Private Limited (In Liquidation)
Account number	1642102000007672
Bank & Branch	IDBI Bank Limited, Br. Rajkot
IFSC Code	IBKL0001642

Details of Bidder / Bid Price Offered

Name of the Bidder	
Constitution of Bidder	
Contact No.	
E-mail ID	
PAN No.	
Address	
Particulars of Bank draft/PO/UTR /RTGS Details against EMD	No. Amount (In Rs.) Date: Issuing Bank & Branch :
Bid price offered	In figures: In words:
Details of bank account from which DD issued or NEFT / RTGS done	Name of Bank: Branch address: Type of account : Account No : RTGS/NEFT code:

Details of assets to be auctioned :

Description of assets to be auctioned	“Sales of the asset of the Corporate Debtor Accent Packaging Private Limited (under liquidation) on standalone basis” under Regulation 32(a) of Liquidation Regulations, 2016 and without PUFER recovery right. See “Annexure-A”
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SANJAY B SHAH (Liquidator)

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Signature of Bidder

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.

I/We/M/s. _____ hereby declare that we have inspected the corporate debtor as a whole and ascertained the quality and quantity, etc. and gone through and have understood the Terms & Conditions of sale and shall be abided by the same.

Signature: (seal in case of Company / Firm)

SANJAY B SHAH (Liquidator)

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Signature of Bidder

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

- (a) E-Auction is being held on “AS IS WHERE IS WHATEVER THERE IS WITHOUT RECOURSE BASIS” and will be conducted “Online”. The auction will be conducted through the approved service provider M/s Linkstar Infosys Private Limited the web portal www.eauctions.co.in E-Auction tender document containing E-Auction bid form, Declaration, General terms and conditions of online auction sales are available in Websites www.eauctions.co.in
- (b) The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction or withdraw the Corporate Debtor or any portion thereof from the auction proceedings at any stage without assigning any reason there for. No any bidder shall have any right/entitlement/claim with respect to the decision of the liquidator.
- (c) The intending Bidders should make their own Independent inquiries regarding the encumbrances, title and claims/rights/dues/ affecting the Corporate Debtor’s asset as a whole, 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 bank. The Corporate Debtor is being sold with all the existing and future encumbrances whether known or unknown to the bank, Liquidator / Secured Creditor shall not be responsible in any of way for any third party claims / rights / dues.
- (d) The intending purchasers/bidders are required to deposit **EMD** amount either through **NEFT/RTGS** in the Account of M/s Accent Packaging Private Limited (In Liquidation) having Account No: 1642102000007672 with IDBI Bank Limited, Br. Rajkot, IFSC Code: IBKL0001642 or by way of **demand draft** drawn in favour of M/s. Accent Packaging Private Limited (In Liquidation) drawn on any nationalized or scheduled bank.
- (e) The intending 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 Proof of identification (KYC) viz. Voter ID card/Driving License/Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid e-mail ID, (v) contact number (Mobile/Landline) of the bidder etc. to office of Liquidator by **Wednesday, 04/12/2024 before 07:00 PM**. Scanned copies of the original of these documents can also be submitted to e-mail ID of Liquidator.
- (f) Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal www.eauctions.co.in. E-auction agency will provide User ID & Password after due verification of KYC of the Eligible Bidders.
- (g) It should be the responsibility of the interested bidders to inspect and satisfy themselves about the Corporate Debtor for sale before submission of the bid.
- (h) The E-Auction/ Bidding of the asset of the corporate debtor on standalone basis would be conducted exactly on the schedule Date & Time as mentioned against the property/(ies) being Corporate Debtor by way of inter-se bidding amongst the bidders. The bidder shall improve their offer in multiple of amount mentioned under the column “Bid Increment Amount” against the property/(ies) being the Corporate Debtor. In case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The Bidder who submits the highest bid amount (not below the Reserve Price) on closure of e -

SANJAY B SHAH (Liquidator)

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Signature of Bidder

Auction process shall be not be considered as a Successful Bidder until confirmed by the liquidator and a communication to that effect will be issued through electronic mode by the liquidator through his email.

- (i) The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be after successful conclusion of sale of asset of corporate debtor on standalone basis without any interest through NEFT/RTGS to the same bank account from which the EMD was received and intimated via their e-mail ID.
- (j) The Successful Bidder should pay balance amount within 30 days from receipt of the intimation of confirmation of sale from the liquidator as per Schedule I of Liquidation Regulations. Provided that, Payment made after 30 (Thirty) days shall attract Interest at the rate of 12% p.a.. Provided that the sale shall be cancelled and sale consideration paid till date will be forfeited if the payment is not received within 90 days.
- (k) The prospective qualified bidders may avail online training on e-Auction from M/s. Linkstar Infosys Private Limited prior to the date of e-Auction. Neither the Liquidator nor M/s Linkstar Infosys Private Limited will be held responsible for any internet network problem/ power failure/ any other technical lapses/ failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power backup etc. for successfully participating in the e-Auction event.
- (l) The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non-statutory dues, taxes, rates assessment charges fees etc. owing to anybody, if any.
- (m) The sale certificate will be issued in the name of purchaser(s)/ applicant(s) only and will not be issued in any other name(s).
- (n) The sale shall be subject to rules/conditions prescribed under the Insolvency & Bankruptcy Code, 2016 and provisions, rules and regulations thereunder.

Place:
Date:

Signature:
(seal in case of Company/ Firm)

Enclosures:

- i. Board Resolution authorizing the officials of the company to participate in the auction in case of companies.
- ii. Pan Card (Mandatory) of the Company/ Firm and Liquidator / Representative.
- iii. Any one of the documents namely, Election ID/ Electricity Bill/Passport/ Bank Account Statement/ Aadhar Card / Telephone of the bidder and the authorized official / authorized representative as Address proof.

Notes:

For further details on the proposed sale please refer to the Bid Document published in the website:

www.eauctions.co.in

SANJAY B SHAH (Liquidator)

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Signature of Bidder

ANNEXURE 2
Declaration by the Bidders

Date:

To,
The Liquidator,
Accent Packaging Private Limited (In Liquidation)

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and the terms and conditions of the Tender Document No. _____ (“**Tender Document**”) for sale of the asset of the corporate debtor on standalone basis 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 and other 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 and details given by me/us in the online form is true and correct.
3. I/We further declare that the information revealed by me/us in the online form is true and correct. I/We 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 earnest money deposit and / or any other monies paid by me/us is liable to be forfeited by the Seller and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the asset of the corporate debtor on standalone basis 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 earnest money deposit and any other monies paid by me/us along with the online form and thereafter, are liable to be forfeited.
5. I/We understand that the earnest money deposit of all Bidders shall be retained by the Agency and returned only after the successful conclusion of the sale of the asset of the Corporate Debtor on standalone basis . I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. I/ We confirm that our participation in the e-auction process, submission of bid or acquisition of the asset of the Corporate Debtor on standalone basis pursuant to the provisions of the Tender Document 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,

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.....
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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 through the Agency or by the Liquidator shall be binding on me/us.
8. I/ We also undertake to abide by the additional conditions if announced during the e-auction including the any announcement for correction of and/or additions or deletions to the time of the auction for the asset of the corporate debtor being offered on standalone basis.
9. I/We also confirm that I/ we have taken training on the on-line bidding/auction and confirm that I' am/ we are fully conversant with the functionality and process.
10. I/We confirm that the seller and or his employees, shall not be liable and/ or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
11. I/ We, hereby confirm that I/ we will honour the bids placed by me/ us during the e-auction process.

Signature

Name: [●] _____

Address: [●] _____

E-mail ID: [●] _____

Mobile: [●] _____

ANNEXURE 3

Technical Terms and Conditions of e-Auction Sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card (unless exempted in terms of the Tender Document) and KYC document to register with the E-Auction Service Provider.
2. Intending bidders have to register with the E-Auction Service Provider as per the procedure intimated to them via email under Clause 2.1 of the Tender Document.
3. Only upon verification of the Online Form and confirmation of remittance of EMD and submission of duly signed Tender Documents along with other annexures, the Eligible Bidders will be declared and thereafter, permitted to access the Platform for bidding for the property/(ies).
4. 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.
5. Bidders are advised to change the password immediately on receipt thereof.
6. The declaration as per the format set out in Annexure 2 must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
7. All the aforementioned documents and those specified in Clause 2.4(c) and Clause 2.4(d) of the Tender Document are required to be uploaded on the Platform and the original physical copies thereof shall be provided by the Successful Bidder to the Agency / Seller in accordance with the Tender Document.
8. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
9. The highest and the latest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
10. 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.
11. After the conclusion of the e-auction, the Highest Bidder submitting the highest bid ("**Successful Bidder**") shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. However, the said e-mail would be null and void and shall not constitute sale of the asset of the Corporate Debtor on standalone basis to the Highest Bidder.

SANJAY B SHAH (Liquidator)

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Signature of Bidder

A separate intimation shall be sent to the Successful Bidder via email (“Intimation”) that will be declared by the Liquidator through his email upon completion of sale of the asset of the Corporate Debtor on standalone basis . Date of sending the e-mail will be considered as the date of receipt of 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 4

TO BE NOTARIZED
UNDERTAKING FOR NO DISQUALIFICATION UNDER SECTION 29A
OF INSOLVENCY AND BANKRUPTCY CODE, 2016

To,
 Sanjay B Shah
 Liquidator
 Accent Packaging Private Limited (In Liquidation)

Dear Sir,

Sub: Undertaking under the Insolvency and Bankruptcy Code, 2016 (“the Code”) and the rules and regulations prescribed thereunder confirming no disqualification under Section 29A of the Code.

I, __ (NAME OF BIDDER/COMPANY) having PAN No. _____, nor any person acting jointly with _____ (NAME OF BIDDER/COMPANY) or any person who is a promoter or in the management or control of _____ (NAME OF BIDDER/COMPANY) or any person acting jointly with _____ (NAME OF BIDDER/COMPANY) do hereby confirm that I am not ineligible under Section 29A of the Code.

Without prejudice to the generality of the foregoing, I hereby unconditionally certify and confirm as follows:

1. I/We are not disqualified from submitting a resolution plan in respect of the Corporate Debtor under the Code and rules and regulations framed thereunder, each, as amended from time to time;
2. I/We hereby state, submit and declare that neither the Prospective Resolution Applicant nor any other person acting jointly or in concert with us:
 - (a) is an undischarged insolvent;
 - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
 - (c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as nonperforming asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Company;

[Note:

- i. A 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. If that is the case, please provide details of the NPAs and undertaking in relation to payment of all overdue amounts prior to submission of the resolution plan.

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Signature of Bidder

ii. 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.

iii. For the purposes of this clause,

-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, prior to the insolvency commencement date; and

-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 nonperforming asset and such account was acquired pursuant to a prior resolution plan approved under the 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 the 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 of the Code; or ii. for seven years or more under any law for the time being in force;

[Note: This clause shall not apply:

i. to a person after the expiry of a period of two years from the date of his release from imprisonment; or
ii. in relation to a connected person referred to in clause (iii) of the definition of connected person.]

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);

[Note: This clause shall not apply in relation to a connected person referred to in clause (iii) of the definition of connected persons.]

(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 the Code;

[Note: 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 the 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 the 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) above, under any law in a jurisdiction outside India; or

SANJAY B SHAH (Liquidator)

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Signature of Bidder

(j) has a connected person not eligible under clauses (a) to (i) above.

Unless a contrary intention appears, the terms used herein shall have the meaning assigned to such terms under the Code. Additionally, the following terms used herein shall the following meaning:

(a) "connected person" means:

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

Provided that: (a) nothing in clause (iii) of this definition shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor; and (b) 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, prior to the insolvency commencement date.

(b)"financial entity" means 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:

- i. a scheduled bank;
- ii. any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- iii. 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);
- iv. 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);
- v. an Alternate Investment Fund registered with Securities and Exchange Board of India;
- vi. such categories of persons as may be notified by the Central Government.

Yours Sincerely,

{Signature}

Full Name:

Place:

Date:

SANJAY B SHAH (Liquidator)

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Signature of Bidder