

<<< On Rs.100/- Stamp paper & Notary>>>

**ANNEXURE I
AFFIDAVIT AND UNDERTAKING**

Mr. Deepak Maini
The Liquidator,
M/s. Ind-Barath Thermal Power Limited – under Liquidation
C-100, Noida Sector-2, Uttar Pradesh-201301

Dear sir,

Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting bid for e-auction.

This is in reference to our participation in E-Auction, wherein you have informed us to provide necessary information in accordance with section 29A(a) to (j) of IBC 2016, under an affidavit with Notary. The necessary affidavits containing the requisite information w.r.t. the Applicant/Joint Applicant, and the Promoters, persons in management or control of the Applicant, are as follows: -

I. Details of Applicant are herein below:

S. No.	Particulars	Status
1.	Name	
2.	Address	
3.	Relationship with Corporate Debtor, if any	
4.	Identity Proofs and Structure	
5.	Whether the bidder is a financial entity	
6.	Whether the bidder is a Micro, Small & Medium enterprise	
7.	Whether the bidder	
a)	Is an undischarged insolvent	
b)	Is a wilful defaulter in accordance with the guideline of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);	

c)	<p>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 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</p> <p>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</p>	
d)	Has been convicted for any offence punishable with imprisonment for two years or more; or for seven years or more under any law for the time being in force:	
e)	Has been disqualified to act as a director under the Companies Act, 2013;	
f)	Has been 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 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)	<p>Where any connected person in respect of such person meets any of the criteria specified in clauses (a) to (i)</p> <p>Explanation- For the purposes of this clause, the expression “connected person” means-</p> <ul style="list-style-type: none"> i. any person who is 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 <p>the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii)</p>	
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- II. I/we,..... Therefore, confirm that..... am/ is eligible to be bidder in accordance to Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.
- III. I/we,..... declare and undertake that in case I/we becomes ineligible at any stage during the Liquidation Process, I/We would inform the Liquidator forthwith on becoming ineligible.
- IV. I/we, also undertake that in case the I/we 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 M/s. Ind-Barath Thermal Power Limited – in liquidation.
- V. I/we, Also further undertake that my winning bid Amount will remain binding on me/us unless rejected by the Liquidator.
- VI. I/we, confirm that the said declaration and disclosure is true and correct.
- VII. I/we,..... am duly authorized to submit this declaration by virtue of

(DEPONENT)

VERIFICATION

I/we....., 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/our knowledge and belief and nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

ANNEXURE II (page 1)

BID Application Form

Date:

Mr. Deepak Maini

The Liquidator,

M/s. Ind-Barath Thermal Power Limited – under Liquidation

C-100, Noida Sector-2, Uttar Pradesh-201301

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 Bidder / Bid Price Offered

Name of the Bidder	
Constitution of Person who remit the EMD	
Contact No.	
Email ID	
PAN No.	
Aadhar No.	
Address	
Name of the Person who remit the EMD	
Account No from which account, the EMD transferred	
Name of Bank	
Name of Bank Branch	
Transaction ID	To be submitted at the time of remitting the amount before/on the last date of EMD submission
Date of EMD Transferred	To be submitted at the time of remitting the amount before/on the last date of EMD submission
Item No. & description for which the bidder participating	

I/We/M/s..... also enclose copies of the required KYC documents, EMD details. 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.

ANNEXURE -II (page 2)

We are aware and acknowledge that in addition to the E-Auction Process Information Document, following terms & conditions apply:

- 1.** E-Auction is being held on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**” and will be conducted “On Line”. The auction will be conducted through the approved service provider M/s LinkStar Infosys Private Limited, at the web portal www.eauctions.co.in. E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites www.eauctions.co.in. The requisition of additional information, if any, be sent to cirp.indbarath@gmail.com disclosing the identity of the Applicant.
- 2.** The Prospective Bidders should make their own Independent inquiries regarding title of assets if any put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due-diligence prior to submitting their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property is being sold with all the existing and future claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third party claims/ rights/ dues.
- 3.** The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identity (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator by January 25, 2023 till 6:00 PM. Original of these documents also need to be submitted to liquidator.
- 4.** Name of Eligible Bidders will be identified and conveyed by Liquidator after due verification of KYC of the Eligible Bidders. The E-Auction operator will provide User ID & Password to the Eligible Bidders to submit Bid.
- 5.** It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property assets/ liabilities before submission of the bid.
- 6.** Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
- 7.** The E-Auction / bidding of IBTPL would be conducted exactly on the schedule Date & Time. By way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of “Bid Increment Amount”. 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.

ANNEXURE-II (page 3)

8. The EMD of unsuccessful bidders shall be refunded within Thirty days. The EMD shall not bear any interest. In case Thirtieth day is holiday, the payment will done on next working day.
9. In case of the Successful Bidders, the EMD (in the form of a Demand Draft/account transfer) may be invoked. The EMD shall not bear any interest.
10. The Liquidator will issue a Letter of Intent to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. Any default in payment of balance amount by the successful bidder would entail forfeiture of EMD and already deposited amounts and the property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of property / amount, whatsoever.
11. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, Taxes, GST, etc if any and also all the statutory/ non statutory dues, taxes, rates, assessment charges fees etc. owing to anybody.
12. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/cancel the E-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
13. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s). All cost related to execution of sale certificate/document/ deed shall be borne by the bidder/ applicant.
14. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
15. In Case of any refund, no interest will be paid and neither liquidator nor Stakeholders Committee of Creditor members (SCC) are responsible and buyers cannot question the same.
16. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
17. The Liquidator have right to accept or cancel or extend or modify, etc any terms and conditions of E-Auction (or) the Liquidator can cancel E- Auction at any time. He has right to reject any of the bid without giving any reasons.
18. In case of company as whole (going concern basis), the assets include all assets corporate debtor except cash and bank balances. The details given in financial statements/provisional financial statement (except cash and bank balances) are reference purpose only. The Bidder needs to physically verify the location of the

ANNEXURE-II (page 4)

Assets and conduct his own analysis/due diligence before his/its bid. The liquidator shall not be responsible even if the assets are less than what is mentioned/stated in the financial statements.

(Signature with SEAL)

Name:

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Address:

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Email:.....Mobile:.....

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<<on RS.100/- Stamp paper & Notary>>

ANNEXURE III
Declaration by Bidders

To,

Mr. Deepak Maini, The Liquidator,

M/s. Ind-Barath Thermal Power Limited - In Liquidation

Dear Sir,

Reg: Sale of Assets On Piecemeal / Collectively Basis Under Liquidation Regulations 32 (a) to (d)

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E- auction process. I/We understood that the company are proposed to be sold on – “As is where is basis”, “As is what is basis” and “Whatever there is basis” and “No recourse basis”. I/We understood that the Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the movable/immovable assets of the company.
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 is (or) are 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 Liquidator (Seller) and the Liquidator will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies) is accepted by the Liquidator and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the documents and thereafter, are liable to be forfeited. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD.
5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies). 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 property (ies) pursuant to the provisions of the E-Auction Process Information 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 judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. I/we here by confirm that, the decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. I/We also undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and/ or additions or deletions at the time of auction portal and property (ies) being offered for sale.
9. I/We.....confirm that the Liquidator and his employees/team members, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/We..... hereby confirm that I/we are eligible to purchase the Company under Section 29A of the Insolvency and Bankruptcy Code,2016
11. I/We hereby confirm that, in Case of any refund, no interest will be paid and neither liquidator nor Stakeholders Committee of Creditor members (SCC) are responsible and I/We cannot question the same.
12. I/we..... unconditionally agree to confirm that in case of sale of company as a going concern basis, the assets include all assets of corporate debtor except cash and bank balances.
13. I/we am/are agreeable that in case any recovery made on account of avoidance of transactions as per IBC 2016, can be paid in accordance with Section 53 of IBC & I/We don't have any right on this recovered amount.
14. I/we..... am/are agreeable that in case any recovery made on account of any appeals/arbitrations/ any other cases, can be paid in accordance with Section 53 of IBC & I/we don't have any right on this recovered amount.
15. I/we understand that the details of assets given in financial statements/provisional financial statements (except cash and bank balances & vehicles) are for reference purpose only. The Bidder needs to physically verify the

location of the Assets and conduct his own analysis/due diligence before his/its bid. The liquidator shall not be responsible even if the assets are less than what is mentioned/stated in the financial statements.

(Signature with SEAL)

Name:

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Address:

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Email:.....Mobile:.....

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ANNEXURE IV

Technical Terms & Conditions of E-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Only upon verification of the documents and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
3. 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/Liquidator. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
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 Affidavit and Declaration as per the formats set out in **Annexure I and III** must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person duly authorized to sign the same.
7. 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.
8. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
9. After the conclusion of the E-auction, the Successful Bidder(s) shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder.
10. 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.

Sd/-

Deepak Maini

Liquidator

M/s Ind-Barath Thermal Power Limited