

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation of bids for E-Auction towards Sale of the Corporate Debtor Riga Sugar Co. Limited (In Liquidation) as a going concern under Regulations 32(e) read with regulation 32A and 33(1) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 on “As is where is” “As is what is” “Whatever there is” and “Without recourse basis”.

By an order of the Hon`ble National Company Law Tribunal, Kolkata Bench (“NCLT”) on April 11, 2023

Date of Public Announcement

27th July, 2023

Date and Time of E-Auction

August 28, 2023 from 12.00 p.m. to 6.00 p.m.

Issued by:

Mr. Neeraj Jain

Liquidator

IBBI Regn. No. IBBI/IPA-001/IP-P01067/2017-2018/11758

AFA Validity : January 22, 2024

RIGA SUGAR COMPANY LIMITED

CIN: L15421WB1980PLC032970

(A company under liquidation process vide order of the

Hon`ble NCLT, Kolkata Bench, dated April 11, 2023)

Registered Office of the company: 14, Netaji Subhas Road, 2nd Floor,

PS Hare Street, Kolkata – 700063, West Bengal

Website : www.rigasugar.com

Email Id: cirp.rigasugar@gmail.com

Mr. Neeraj Jain is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number: IBBI/IPA-001/IP-P01067/2017-18/11758. Mr. Neeraj Jain has been appointed as the Liquidator of M/s. Riga Sugar Company Limited (In Liquidation) (“Corporate Debtor” or “Company”) by Hon`ble National Company Law Tribunal (NCLT), Kolkata Bench vide its order in IA No. 1139/KB/2022 in CP (IB) No. 68/KB/2021 dated April 11, 2023 to manage, protect, sell and liquidate the properties, assets and business of Riga Sugar Company Limited (In Liquidation).

Registered Address:

4, Synagogue Street, Suite 205, 2nd floor,

Facing Brabourne Road, Kolkata 700 001

E-mail: reachneerajain@gmail.com

Communication Address:

Chatterjee International Centre,

Unit 1, Floor 14,

33A, Jawaharlal Nehru Road,

Kolkata 700 071

E-mail: cirp.rigasugar@gmail.com

NOTES:

- 1. This E-Auction Process Document is issued only for the Interested Bidders.**
- 2. Terms and conditions, deadlines, etc. for participating in the Electronic Auction are provided in the E-Auction Process Information Document.**
- 3. The timelines, notifications, updates and other details for the e-auction process are also available on the website <https://nesl.co.in/auction-notices-under-ibc/> and/or can be obtained by a request email addressed to the Liquidator at cirp.rigasugar@gmail.com**
- 4. The term “Sale of the Company as a going concern” wherever used in this document shall mean, Sale of the Company on Going Concern basis in accordance with the provisions of IBC, Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations) and this E-auction Process Information Document, all as amended and applicable from time to time.**
- 5. Bidder(s) desirous to submit their Bids have to submit their Bids on E-auction Portal <https://nesl.co.in/auction-notices-under-ibc/>**
- 6. Documents for the bid have to be submitted at the Liquidator’s Office in hard copy in sealed envelope, either through post or in person and in soft copy through e-mail at the below mentioned address:**

Address: Unit 1, Floor 14, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071, West Bengal

Email : cirp.rigasugar@gmail.com.

DISCLAIMER

1. *This E-Auction Process Information Document is issued by Mr. Neeraj Jain, the Liquidator appointed by Hon'ble NCLT, Kolkata Bench, in the matter of Riga Sugar Company Limited (In Liquidation) for general information purposes only, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Riga Sugar Co. Limited (In Liquidation) (the "Company" or "RSCL" or "Corporate Debtor") as a going concern in accordance with the Insolvency and Bankruptcy Code, 2016 ('IBC') and regulations thereunder.*
3. *E-Auction Process Information Document is for providing guidance for participating in the process of Sale of Company on going concern basis in accordance with the provisions of this E-auction Process Information Document, IBC and Liquidation Process Regulations. Neither this E-auction Process Information Document nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking or any commitment whatsoever. This E-Auction Process Information Document does not solicit any action based on the material contained herein.*
4. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government or local body. Nothing herein or in materials relating to the E-auction Process Information Document should be construed as legal, financial accounting, regulatory, tax or any other advice by the Liquidator.*
5. *This E-Auction Process Document has not been filed, registered or approved and will or may not be filed, registered, reviewed or approved by any statutory or regulatory authority in India or by any stock exchange in India or any other jurisdiction. This E-Auction Process Document and information contained herein or disclosed pursuant to the terms of this E-Auction Process Document or any part of it does not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without prior written approval from the Liquidator. Distributing or taking/sending/dispatching/transmitting this E-Auction Process Document in certain foreign jurisdictions may be restricted by Applicable Law, and Persons into whose possession this E-Auction Process Document comes should inform themselves about, and observe, any such restrictions.*
6. *It is to be noted that no information being provided in this E-Auction Process Document is claimed to be comprehensive. The information in this E-Auction Process Document is provided by the Company/Corporate Debtor and has not been independently verified by the Liquidator. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, the Company or by any of its officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this E-Auction Process Document or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed.*
7. *In so far as the information contained in this E-Auction Process Document includes current or historical information, the accuracy, adequacy, authenticity, correctness,*

fairness, and completeness of such information cannot be guaranteed. By acceptance of this E-Auction Process Document, the Bidder (defined hereinbelow) shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator. The participation in the E-Auction (defined hereinbelow) means and implies that the Bidder has read carefully and unconditionally and irrevocably agreed to and accepted all the terms and conditions laid herein. This E-Auction Process Document is issued in supersession of any and all of its earlier versions as issued by the Liquidator in his earlier endeavours (if any) of conducting the auction in respect of the Corporate Debtor.

- 8. Independent due diligence of the intended user of this document or the bidder is highly recommended.*
- 9. This E-Auction Process Document and information contained herein or disclosed later, should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.*
- 10. Neither the Liquidator, or his team, Associates, professional advisors, consultants, service providers, affiliates, directors, employees, agents, representatives or managers of the process etc. shall be liable for any damages, whether direct or indirect, remote or non-remote, causative or non-causative, including consequential losses and/or loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
- 11. The Liquidator and/or the Company gives no undertaking to provide the recipient with access to any additional information or to update this E-Auction Process Document or any additional information, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any Bidder. The issue of this E-Auction Process Document shall not be deemed to be any form of commitment on the part of the Liquidator or the Company to proceed with any transaction.*
- 12. The Liquidator may in his absolute discretion but without being under any obligation to do so, update, amend, retract, or supplement the information, assessment or assumptions contained in this E-Auction Process Document. Further, the Bidder must specifically note that the Liquidator reserves the right to change, retract, update, amend, supplement, modify, add to, delay or otherwise annul or cease the Bidding process at any point of time, for any reason whatsoever determined in his sole discretion without any obligation, including to notify any person or Bidder of such revision or changes. In addition, the Liquidator also reserves the right to extend or change any particular date or any timeline for completion of the Bidding process for acquisition of the Corporate Debtor, as a whole, on a going concern basis, for any reason whatsoever determined in his sole discretion or under such circumstances as the Liquidator finds appropriate, without any obligation, including the obligation to notify any person or Bidder of such revision or change.*
- 13. In providing this E-Auction Process Document, the Liquidator or his representatives or his professional advisors do not undertake any obligation to provide the Bidders with access*

to any additional information or to update, expand, revise or amend the information, or to correct any inaccuracies which may become apparent in this or any other document and having said so, the Liquidator or his representatives or his professional advisors will make all endeavours to provide the additional information being sought for by the Bidders.

- 14. In addition to the provisions set out in this E-Auction Process Document, the Bidder shall be responsible for fully satisfying the requirements of the Code and related regulations as well as all Applicable Laws (defined hereinbelow) in force that are or may be applicable to the Bidder or the sale process and for obtaining requisite regulatory or other approvals, if any, that are or may be required under applicable law and nothing contained in this E-Auction Process Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from compliance with the Insolvency & Bankruptcy Code 2016 and related regulations as well as any other law in force, and/ or any instrument having the force of law as may be applicable and nothing in this E-Auction Process Document shall be construed as, or operate either, wholly or in part, as exempting the Bidder from complying with all such laws, as are or may be applicable.*
- 15. The issue of this E-Auction Process Document does not imply that the Liquidator is bound to select a Qualified Bidder as a 'Successful Bidder' (as defined below) or to select the Successful Bidder in respect of its Bid and the Liquidator reserves the right to reject at any stage all or any of the Bid/Bids submitted by any Bidder in accordance with Schedule I of Liquidation Process Regulations and without incurring any liability whatsoever.*
- 16. Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying/ meeting the requirements and provisions of the Insolvency and Bankruptcy Code, 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory approvals, permits, consents or authorizations.*
- 17. It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
- 18. Further, no Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Document and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Document, and the Liquidator, Company, and their consultants, service providers, advisors, affiliates, directors, employees, agents, representatives or managers do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.*

19. All expenses incurred towards legal expenses, movement / shifting of the Assets of the Company post the E-Auction should be borne by the Successful Bidder. The Liquidator shall not be held responsible / liable to pay any expenses towards such movement of any Assets sold in the E-Auction.
20. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company, its promoters, personnel, advisors or its past employees, consultants, auditors etc. until the Liquidator gives his prior Written Permission.*
21. *The Company is proposed to be sold as a going concern 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 Company does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.*
22. *The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid such as site visits etc. This E-Auction Process Document shall not deem to be any form of commitment on the part of the Liquidator or the Corporate Debtor to proceed with any transaction.*
23. *The Bidders are cautioned against any attempt for canvassing or giving/ offering any gift, bribe or inducement and any attempt to any such act, on behalf of the Bidder towards the Liquidator or his professional advisors or the Corporate Debtor or any of its representatives, for showing any favour in relation to this E-Auction Process Document or the process set out herein, which if done, shall render the Bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and expulsion from the Bidding process.*
24. *The term “Sale of the Corporate Debtor on a going concern basis” wherever used in this E-Auction Process Document shall mean, Sale of the Corporate Debtor on a going concern basis in accordance with the Regulation 32 (e) of Liquidation Process Regulations read with provisions of the IBC 2016, Liquidation Process Regulations and this E-Auction Process Document.*
25. *This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidder(s) or any other person. The objective of this E- Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Document may not be complete, accurate, adequate or correct and the Liquidator shall not be responsible and/or liable for the veracity thereof. 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 E-Auction Process Information Document and may get*

independent advice from appropriate sources. The decision to participate in the E-Auction Process shall be strictly at the bidder's risk and cost.

- 26. Information provided in this E-Auction Process Information 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 E-Auction Process Document.*
- 27. The Bidder(s) hereby agrees and releases the Liquidator and his representatives, advisors etc. 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 set out under this E-Auction Process Document, and/or in connection with the Bidding process, and waives any and all rights and/or claims the Bidder(s) may have in this respect, whether actual or contingent, whether present or in future.*
- 28. While the data/information provided in this E-Auction Process Document and the Data Room, has been prepared and provided in good faith, the Liquidator and his representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidders by any act or omission on their part.*
- 29. A Bidder requiring any clarification on this E-Auction Process Document, submission of the Bid or on the Corporate Debtor shall email such request for clarification to cirp.rigasugar@gmail.com on or before **August 23, 2023**.*
- 30. The Liquidator reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this E-Auction Process Document shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing contained herein shall be considered or read as compelling or requiring the Liquidator and/or his representatives to respond to any query or to provide any clarification to the queries raised by a Bidder. The Liquidator and her Representatives will not be held responsible for any delay in response or non-response to clarifications raised by the Bidders.*
- 31. The Liquidator and/or his representatives may issue interpretations and clarifications on this E-Auction Process Document or in relation to the Bidding process to the Bidder(s). All clarifications and interpretations issued by the Liquidator or his representatives shall be deemed to be final and part of this E-Auction Process Document if provided in writing.*
- 32. The Bidders shall comply with all the applicable laws of India as applicable to this E Auction Process Document.*

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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (e-Auction) sale of Riga Sugar Company Limited (In Liquidation) (the “Company” or “RSCL” or “Corporate Debtor”) as a going concern under the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC 2016” or the “Code”) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“Liquidation Regulations”), all as amended and applicable from time to time.
2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the IBC 2016 and the Liquidation Regulations. In the event of a conflict between this e-Auction Process Information Document and the IBC 2016 or the Liquidation Regulations, the provisions of the IBC 2016 or the Liquidation Process Regulations shall prevail.
3. The information contained in this E-Auction Process Information Document or subsequently provided to prospective Bidder(s), whether verbally or in writing or any other form by or on behalf of the Liquidator, is provided to prospective Bidder(s) subject to the terms and conditions as set out in this E- Auction Process Information Document.
4. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.
5. The issuance of this E-Auction Process Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever, at its sole and absolute discretion.
6. National e-Governance Services Limited, Gresham Assurance House, 4th Floor, Sir PM Road, Fort Mumbai -400001, India (E-Auction Service Provider”) has been appointed as the E-Auction Service Provider. The Sale of the Company as a going concern shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an e-auction platform provided on the website portal of the E- Auction Service Provider (Platform).
7. The book details of the major properties/assets of the Company are provided in “**Annexure VI**”.
8. Other details with respect to the e- auction are as follows:

Type of Bid	E-Auction
Seller	Neeraj Jain, Liquidator of Riga Sugar Co. Limited (In Liquidation)
Website of E-Auction service provider	https://nesl.co.in/auction-notice-under-ibc/

E-Auction Service Provider	<p>National e-Governance Services Limited, Regd Office : Gresham Assurance House, 4th Floor, Sir PM Road, Fort Mumbai -400001, India Administrative Office: Nos. 81-6-48/1-1, The Estate, 003 A, Ground Floor, 121, Dickenson Road, Bangalore- 560042</p>
Contact person	<p>Mr. Araventhane S E - +91 93846 76709 Ms. Gunjan Narula - +91 84470 18554</p>
Email id	<p>araventhane@nesl.co.in gunjann@nesl.co.in</p>
Annexures and Formats	<p>Annexure I: Affidavit and Undertaking Annexure II: Bid Application Form Annexure III: Declaration by Bidder Annexure IV: Confidentiality Undertaking Annexure V: Technical Terms and Conditions of E- Auction Sale Annexure VI: Description of Assets Annexure VII: Conditions For Bidders Applying In Consortium Format A. Earnest Money- Bank Guarantee Format B. Earnest Money Amount Payment by An Associate Company Format C. Board Resolution for authorization</p>
Special Instructions	<p>Please note that this bidding is a serious matter and last-minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on the part of the Bidders or any technical glitch.</p> <p>Interested bidders are advised to read the E Auction process information document in its entirety including any annexures/schedules linked to the said document and also any amendment/clarifications as provided (if any) subsequently. Any selected/piece-meal, reading, understanding or application of the contents of this E Auction Process Documents will be at the cost and perils of the bidders only without and without any liability/recourse to the Liquidator.</p> <p>All the interested bidders are also advised regularly keep visiting the website of the corporate debtor (i.e. www.rigasugar.com) and/or local newspaper publication (like Financial Express, Kolkata; Ekdin, Kolkata; Morning India, Patna; and Sanmarg, Patna) (if published) for necessary updates/announcements on the corporate debtor and also with relation to the E-Auction Process Information Document.</p>

9. All terms and conditions with respect to the sale of the Company as a going concern shall be in accordance with the provisions of IBC 2016 and Liquidation Regulations read with the directions issued by the Liquidator and Hon'ble National Company Law

Tribunal (NCLT) from time to time and the E-Auction Process shall be governed by decisions of the Liquidator, taken in consultation with the Stakeholders' Consultation Committee. As mandated, the Liquidator shall exercise all rights with respect to sale of the Company and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary to facilitate the Liquidator in conducting the sale of the Company.

10. The Liquidator in its sole discretion and without incurring any obligation or liability or cost, reserves the right, at any time, to;
 - a. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions set out in this E-Auction Process Document;
 - b. Consult with any Bidder(s) in order to receive clarifications or further information;
 - c. Retain any information and/or evidence submitted to the Liquidator/ his representatives, by, on behalf of, and/or in relation to any Bidder;
 - d. Cancel or disqualify the Bid submitted by any Bidder at any stage of the Bidding process;
 - e. Restart the Bidding process as per the discretion of the Liquidator and even post issuance of LoI;
 - f. 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;
 - g. Accept any Bid, conduct subsequent rounds of auction as per the terms deemed fit by the Liquidator.
11. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.

B. KEY DEFINITIONS

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

“Affidavit and Undertaking” shall mean the affidavit and undertaking provided by the Bidder substantially in form and manner as annexed in **Annexure I** hereto;

“Appellate Authority” or **“NCLAT”** or **“Appellate Tribunal”** shall mean the Hon’ble National Company Law Appellate 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 Process 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;

“Agency” or **“Service Provider”** or **“NESL”** means National e-Governance Services Limited (<https://nesl.co.in/auction-notice-under-ibc/>)

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

“Bidder(s)” shall mean a Person or Persons as the case maybe, who submits a Bid as per the E-Auction Process Information Document; and shall include an Eligible Bidder or the Successful Bidder, as the case may be, and as the context requires;

“Bid Application Form” shall mean the form as specified in **Annexure II** of this E-Auction Process Information Document;

“Bid Declaration Form” shall mean a declaration by the Bidders in form as specified in **Annexure III** of this E-Auction Process Information Document;

“Company” or **“Corporate Debtor”** shall mean ‘Riga Sugar Co. Limited’ a company incorporated in India under the Companies Act of 1956, having its registered office at 14, Netaji Subhas Road (2nd Floor), PS Hare Street, Kolkata 700 001;

“Confidentiality Undertaking” shall mean an undertaking as specified in **Annexure IV** herewith;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements or in any other manner;

“E-Auction Process” or “E-Auction” shall mean the electronic auction process for sale of the Company as a going concern conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E-Auction Process Information Document inviting Bid from the Bidders for consummating the sale of Company as a going concern basis in accordance with the provisions of IBC and Liquidation Process Regulations;

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

“E-Auction Process Information Document” or “E-Auction Process Document” means this document including all the annexures and 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.

“Eligible Bidder(s)” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document to the satisfaction of the Liquidator;

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

“Lead Applicant” shall mean the member of the consortium / joint venture of investors participating in the auction process and identified as such in the Memorandum of Understanding / Agreement for Joint Venture.

“Liquidator” means Mr. Neeraj Jain, a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI) having Registration number as IBBI/IPA- 001/IP-P01067/2017-2018/11758. Mr. Neeraj Jain has been appointed as the Liquidator of RIGA SUGAR CO. LIMITED (In Liquidation) by Hon`ble National Company Law Tribunal (NCLT), Kolkata Bench vide order dated April 11, 2023 to manage, protect, sell and liquidate the properties, assets and business of Riga Sugar Co. Limited (In Liquidation);

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

“LOI” shall mean the Letter of Intent to be issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the sale of Company on going concern basis, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations.

“Person” includes an individual, a Hindu undivided family, a limited liability company, a trust, a partnership firm, an association, a corporation, a body corporate, a limited liability partnership, bank or financial institution and any other entity established under a statute and also includes a person resident outside India;

“Representatives” shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly

authorized by such Person pursuant to corporate authorizations, powers of attorney, or contract;

“Reserve Price” shall mean the minimum price at which a bid will be accepted on the auction portal from a participating eligible bidder;

“Sale as a Going Concern” shall mean sale of the Corporate Debtor in accordance with Regulation 32 (e) and Regulation 32A of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

“Seller” shall mean Neeraj Jain acting as liquidator of the company appointed by Hon’ble NCLT, Kolkata.

“Successful Bidder” or **“Successful E-Auction Process Participant”** or **“Successful E-Auction Process Applicant”** means, the Bidder whose bid is approved and who is declared successful by the Liquidator.

“Net Worth” shall mean the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written-off, as per the latest audited balance sheet. Reserves created due to revaluation of assets, write-back of depreciation and at during the event of amalgamation/demerger will not be considered. Translation loss or gains as well as gains or losses due to Mark to Market adjustments shall also not qualify for calculation of net worth.

“Turnover” shall mean the Total Income as provided in the latest Audited Financial Statements.

Capitalized terms used herein but not defined otherwise shall have the meaning prescribed to them under the provisions of the IBC, the Liquidation Process Regulations and Applicable Law(s) to such terms as the context may require.

C. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC 2016") and the IBBI (Liquidation Process) Regulations, 2016 ("Liquidation Regulations") by an order of the Hon'ble NCLT, Kolkata Bench dated April 11, 2023. Further as per the said order, Mr. Neeraj Jain has been appointed as the Liquidator.
2. It is the endeavour of the Liquidator to sell the assets and properties of the Company as a going concern, comprising the liquidation estate of the Company in the manner specified under Regulation 32(e) read with Regulation 32A and 33(1) of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC 2016 or the Liquidation Regulations as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC 2016 or the Liquidation Regulations as the case may be, and as per directions, if any, of the Hon'ble NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC 2016 and the Liquidation Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC 2016 or the Liquidation Regulations as the case maybe and other Applicable Laws more particularly with regard to 'sale as a going concern'
5. The major Assets and Properties of the Corporate Debtor, as more detailed in **Annexure VI** herein, includes the assets over which the Financial Creditor(s) of the Corporate Debtor held security interest, which since stands relinquished. The aforementioned assets form part of the Liquidation Estate of the Corporate Debtor.

D. OVERVIEW OF THE COMPANY (BRIEF BACKGROUND)

- Riga Sugar Company Limited (RSCL), the flagship company of DHANUKA GROUP has Sugar (5,000 TCD), Ethanol (45 KLPD) & Co-Gen of Power (3 MW) and Organic Fertiliser factories in North Bihar (India) located at village and railway station, Riga, on Narkatiaganj- Samastipur meter gauge section of Northern Eastern Railway.
- Company's sugar factory is one of the oldest sugar factory in India which was set-up in 1933 by The Belsund Sugar & Industries limited under British Management which was taken over by Dhanukas in 1950. Under the Scheme of Arrangement as sanctioned by Hon'ble Calcutta High Court the sugar factory was transferred w.e.f.1.10.1981 to Riga Sugar Company Limited which was incorporated on 2nd September,1980.
- The initial installed capacity of the sugar plant was 800 TCD which was increased to 1200 TCD in 1956 than increased to 2000 TCD in 1987-88. In 1995-

96 the company undertaken Expansion-cum-Diversification scheme whereby the capacity of sugar plant was increases to 2500 TCD and New Distillery Plant of 50 KLPD was set-up.

- In 1999-2000 the company implemented the scheme of Sugar Technology Mission (STM) project for Technological Upgradation-cum-Capacity Optimisation Scheme of Sugar Unit as approved by STM, Government of India at the Projected cost of 2675 Lacs and simultaneously undertaken expansion scheme for increasing the capacity to 3500, which was completed in the season 1999-2000. Consequent to said STM Scheme the Major machineries of the sugar plant was newly installed like replacement of entire Mills, addition of Boiler, Turbine and Equipments in Boiling/Manufacturing House.
- In 2006-07 the company undertaken project of expansion of sugar plant to 5,000 TCD at cost of Rs. 35 Crores and achieved the enhanced capacity of 5000 TCD in season of 2010-11.
- The New Ethanol Plant of 45 KLPD commenced commercial operation from 4th April, 2007 and has been supplying Ethanol to Oil companies at different locations in Bihar for admixing with Petrol.
- The company has got 11 MW of producing capacity. 3 MW of power is exported and balance is used in house.

E. ELIGIBILITY

An E-auction Process Applicant shall meet the pre-bid qualifications as set out by the Liquidator in consultation with the Stakeholders Consultation Committee of the Corporate Debtor as under:

1. For Body Corporates/individuals/Consortium or JV of investors

Minimum consolidated net-worth of Rs. 10 crore and consolidated turnover of Rs. 50 crore as per the latest Audited Financial Statement, and

In case of consortium or JV of investors, the eligibility criteria should be satisfied on aggregate basis and the lead member shall maintain at least 25% share in the consortium or JV till the entire consideration is settled by the bidder.

2. For Financial Institutions/PE Funds/ARC/NBFC/Other Financial Investors including consortium investors:

Minimum assets under management of Rs. 50 crore as per the latest Audited Financial Statement of the immediately preceding financial year or at least Rs. 50 crore of committed funds available for deployment/investment in the immediately preceding financial year, and

In case of consortium or JV of investors, the eligibility criteria should be satisfied on aggregate basis and the lead member shall maintain at least 25% share in the consortium or JV till the entire consideration is settled by the bidder.

Further, the prospective bidder should deposit a sum of Rs. 2.00 crore (Rs. 50.00 lakh on or before submission of eligibility documents and Rs. 150.00 lakh after declaration as eligible bidder atleast 2 days before the date of auction) as non-interest bearing refundable security deposit, which shall be adjusted with the payments for the successful

bidder and shall be refunded to the unsuccessful bidders within a period of 15 business days from the date of auction.

Further, an E-Auction Process Applicant shall not be eligible to submit a bid for purchase the Corporate Debtor as a going concern if it fails to meet the eligibility criteria as set out in Section 29A of the IBC 2016 (as amended from time to time).

A careful reading of Section 29A of the IBC 2016 states that a person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person —

- 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;
- c. at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non- performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 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 liquidation process of the corporate debtor:

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

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

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

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

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

Provided that this clause shall not apply to a person after the expiry of a period of two

years from the date of his release from imprisonment:

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

- e. is disqualified to act as a director under the Companies Act, 2013;
Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;

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

- h. has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- i. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j. has a connected person not eligible under clauses (a) to (i)

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

- i. Any person who is the promoter or in the management or control of the 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 nothing in clause (iii) of *Explanation* I shall apply to a resolution applicant where such bidder is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, or

completion of such transactions as may be prescribed prior to the insolvency commencement date;

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

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

It may be noted that conditions and stipulations as provided under Sec 29A and explanations/regulations made thereunder with regard to the Resolution Applicant under Corporate Insolvency & Resolution Process shall apply mutatis mutandi with reference to the prospective Bidder interested to Bid for Riga Sugar Co Ltd (under liquidation) in terms the instant E-auction information process document.

F. DOCUMENTS REQUIRED TO BE SUBMITTED BY BIDDER

- a. In view of the foregoing, the intending Bidder would need to submit the following forms, documents and authorizations as part of the Bid so as to enable the Liquidator to examine the eligibility of the intending Bidder:
 - 1. Ownership Structure and Composition of the E-Auction Process Applicant / Bidder, Proof of Identification (KYC), Current Address-Proof, PAN card, Valid email ID, Landline and/or Mobile Phone number.
 - 2. Duly Notarized Authorization to the Signatory (in case the Bidder is a legal entity).
 - 3. Notarized Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide **Annexure I**.

4. Notarized Confidentiality Undertaking in specified format as per **Annexure IV**.
5. Certificate by a Chartered Accountant in practice or a firm of chartered accountants certifying the turnover and/ or net worth and / or Assets under Management and / or committed funds available as per the latest audited financial statements of the immediately preceding financial year, as may be applicable, in terms of the definitions/meaning as provided in the E auction Process Information Document.
6. Certificate by a Chartered Accountant in practice of a firm of chartered accountants certifying that the interested bidder is qualified to participate in the auction process in terms of Section 29A of the IBC 2016.
7. Proof of remittance of Earnest Money Deposit (“EMD”) to the tune of Rs. 50.00 lakh in accordance with clauseK.
8. Detailed history (if any) of the prospective bidder, group entities and its promoter group being declared as an NPA, wilful defaulter, non-cooperative borrower by any Bank/Financial Institution.
9. Immediately preceding 3 (three) years audited financial statements of the prospective bidder and/or its promoter/promoter group.
10. For demonstration of funds availability: A Statement of funds availability of the prospective bidder and/or its promoter/promoter group or any other group company.
11. A notarized declaration from the applicant in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the applicant is using such entities for submitting EOI. Please note that the applicant must be ‘fit and proper’ person not under any legal disability to be promoter under the applicable laws including listing agreement and SEBI regulations and guidelines and shall provide all relevant documents for its promoter/promoter group or any other group company, as may be requested by the Liquidator.
12. In case of consortium or JV of investors, the bidder shall submit additional documents as provided in **Annexure VII** of the E-Auction Process Document.
13. An intending Bidder shall submit the duly filled, signed and stamped Bid Application Form provided in **Annexure II** herein, together with the duly filled, signed and stamped Bid Declaration Form by Bidders provided in **Annexure III**.
14. An intending Bidder shall submit a certified true copy of Board Resolution passed by its Board of Directors authorizing any director(s) or Key Managerial Person or Authorized Person to submit, execute, amend, or modify requisite documents as may be specified in this e-auction process document and as may be specified by the Liquidator from time to time. A format of the same is provided in **Format C**.
15. Proof of remittance of Earnest Money Deposit (“EMD”) to the tune of Rs. 150.00 lakh in accordance with clauseK.

- b. All declarations, undertakings and affidavits should be duly signed by the authorized personnel and shall be duly notarized from the Notary Public.
- c. The aforementioned documents are to be shared in soft copy on the email : cirp.rigasugar@gmail.com and in hard copy in a sealed envelope addressed to the Liquidator at the below-mentioned address:

To,
Mr. Neeraj Jain,
Liquidator of M/s Riga Sugar Co. Ltd. (in Liquidation)
Chatterjee International Centre,
Unit 1, Floor 14,
33A, Jawaharlal Nehru Road,
Kolkata 700 071

- d. Documents as provided in sl 1 to 12 above shall be submitted latest by **August 10, 2023** and as provided in sl 13 to 15 shall be submitted latest by **August 23, 2023** from 10.30 a.m. to 6.30 p.m.
- e. Upon submission of the above documents within the stipulated time, the Liquidator shall examine the said documents to ascertain the eligibility of the Bidder. All Bidders found to be meeting the prescribed criteria above shall be notified as the Eligible Bidder(s) by email, and shall be entitled to take part in the E-Auction Process on the appointed date and time.
- f. The Bid Application Form of the Bidders/ E-Auction Process Applicants not meeting the eligibility criteria according to the Liquidator shall stand rejected and the EMD remitted by such ineligible Bidder(s) shall be refunded within 15 days of date of auction without any interest.
- g. It is reiterated that the Liquidator, at his sole and absolute discretion, may declare any of the Bidder(s) as disqualified for non-substantiation of information furnished by way of the above documents and/or non-adherence of stipulated timelines and/or for any other reason whatsoever.
- h. Only the Bidder(s) who have submitted documents stipulated in item nos. 1-12 of Clause F (a) above shall gain access to documents and additional information required for due diligence. It is clarified that a Bidder shall not have any vested right to inspect, conduct due diligence of the assets/ premises of Corporate Debtor.

G. ADDITIONAL DOCUMENTS REQUIRED TO BE SUBMITTED BY BIDDER

- a. It is to be noted that at any stage of the E-Auction process, the Liquidator may ask for additional documents/ information from the intending Bidder(s) within the stipulated time to evaluate their eligibility and capability.
- b. The Liquidator, at his absolute discretion may disqualify the intending Bidder(s) for non-submission of such requested documents and/or information within the stipulated time.
- c. All requisite supporting documents should be duly signed and stamped by the Bidder or an authorized representative of the Bidder and supported by evidence of authority of such Person (board resolution and/or power of attorney, as applicable, of the Bidder). Strict adherence to forms, documents, and authorizations wherever specified in the said document, is required. Each form, document and authorization have to be duly signed and appropriately stamped/company seal affixed by the authorized representatives of Bidder.

H. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidder(s) may request the Liquidator to arrange for physical inspection of the site of the Corporate Debtor, whereupon the Liquidator shall take steps to facilitate such visit. The Bidder(s) are expected to make their own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to such Site Visit shall be borne by the Eligible Bidder. The Eligible Bidder may intimate its preferred date for purpose of the Site Visit to the Liquidator via email to cirp.rigasugar@gmail.com at least **3 days in advance** and the liquidator will try but not guarantee to accommodate the request for the site visit by the bidder on such preferred date. The bidders are also advised to keep the team size of their personnel/advisor/consultant to be reasonable.

The purpose of the Site Visit shall be to facilitate the intending Bidder to ascertain the current status of the Corporate Debtor including the situation of assets, site conditions, location, surroundings, climate, availability of power, water and other utilities for operations, access to site, handling and storage of materials, etc. provided that such Site Visit shall not be utilized for discussions regarding the terms of the bid. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the intending Bidder.

The personnel of the Eligible Bidders shall not be permitted to undertake any photography or videography during the Site visit or initiate any discussion regarding the terms of the Bid or the Bidding Process, with the personnel/ security guards/ third parties at Site, during the course of its Site Visit, without written approval of the Liquidator or his authorized team official.

Submission of a bid will be deemed admission that Eligible Bidders have conducted Site visits. It is further clarified that non-conduction of Site visits cannot form basis for delay in submission or withdrawal of bids.

I. DUE DILIGENCE AND DATA ROOM

- a. The Liquidator shall endeavour to provide necessary assistance so as to facilitate the conduct of due diligence by eligible Bidder(s), upon request to that effect by such eligible Bidder on submission of Non-Disclosure Undertakings.
- b. The information and documents, which in the opinion of the Liquidator are required to form an informed opinion by the Bidder, shall be provided by the Liquidator in good faith, without any warranties, guarantees or representations, and without any obligation for their completeness, accuracy and legality.
- c. The Qualified Bidders may note that the Liquidator would not have verified any of the information, data or documents shared by the Company and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data.
- d. Access to Data Room containing information related to the Company shall be provided to only the Qualified Bidder(s), to undertake due diligence of the business and operations of the Company and other information related to the Company.
- e. The Data Room has been organized only for the ease of reference of the Qualified Bidder(s), and the Qualified Bidder(s) shall be responsible to conduct their own due diligence, research, assessment and analysis with respect to the information contained in the Data Room. Notwithstanding anything to the contrary contained in this this document, the Liquidator or the Representatives of the Liquidator, shall not in any manner whatsoever, be held liable for the relevance, adequacy, correctness, completeness or accuracy of the information contained in the Data Room.
- f. The Qualified Bidder shall be deemed to have conducted its due diligence of the Company and its assets to its entire satisfaction. It is hereby clarified that the Qualified Bidder shall not be entitled to withdraw its Bid, as submitted, on the pretext that the contents uploaded in the Data Room were not to the required satisfaction of the Qualified Bidder or that the Qualified Bidder did not conduct a Site visit. It is expected that the Qualified Bidder shall have undertaken an independent due diligence and appraisal of the Company for participation in the Bid Process and shall not rely solely on the information provided by the Liquidator or its Representatives in the Data Room.
- g. While the data/information provided in this Process Document and the Data Room, has been prepared and provided in good faith, the Liquidator and his Representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Qualified Bidders by any act or omission on their part.

- h. The Corporate Debtor is proposed to be sold as a going concern 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 Company as a going concern does not entail transfer of any title, except the title which the Company has on its assets as on date of transfer.
- i. All local taxes / maintenance fee / electricity / water charges/ stamp duty/ goods and services tax/ any statutory or other dues etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the interested bidder on its own, including the legal ramification thereof.
- j. Each Bidder shall be deemed to have full knowledge of the Corporate Debtor, at the time when it submits its Bid, irrespective of whether or not such Bidder actually reviews the documents provided in the Virtual Data Room or inspects or participates in the Site visit(s) or attends the management meeting(s).
- k. The Liquidator his advisors have not undertaken or caused to be undertaken searches of the revenue records or land classification records or any other public registers, nor have they undertaken any independent encumbrance or litigation checks in relation to the assets of the Corporate Debtor. They have also not reviewed any underlying title documents, physically inspected any of the immovable properties of the Corporate Debtor or assessed whether construction was carried out in compliance with Applicable Law, approvals and the physical condition of the same. By having access to the Virtual Data Room, the Eligible Bidders shall be deemed to have full knowledge of the condition of the Corporate Debtor, its assets, relevant documents, information, etc. as contained in the Virtual Data Room and is expected to undertake its own independent due diligence on the Corporate Debtor and its assets and satisfy itself of the matters contained therein for participation in the Bidding Process.
- l. Notwithstanding anything to the contrary contained in this E-Auction Process Document, the Liquidator and his team, associates, advisors, etc. shall have no obligation to manage agendas, supply exclusive written responses or arrange and/or facilitate a Site visit or management meeting for the Eligible Bidders. All arrangements shall be made and executed on a reasonable endeavor basis. Further, the Liquidator may, but shall not be obligated to, arrange meetings with specific persons or with customers or suppliers of the Corporate Debtor.
- m. Any delay in completion of the Site visit or management meetings or due diligence by the Eligible Bidders shall not entitle them to any extension in the timelines, including the timeline for completion of such visit or meetings or due diligence or participating in the auction process.
- n. Submission of Bid is assumed to be acceptance of the terms of this E-Auction Process Document by the Bidder. Further, it shall be assumed that the Bid has been submitted by the bidder upon completion of all requisite due diligence to its satisfaction.

J. ASSETS TO BE AUCTIONED AND RESERVE PRICE/EMD & INCREMENTAL BID

The Liquidator proposes sale of the Company as a going concern on “**AS IS WHERE IS BASIS**”, “**AS IS WHAT IS BASIS**”, “**WHATEVER THERE IS BASIS**” and “**NO RECOURSE BASIS**”. The sale of the Company as a going concern shall result in transfer of ownership and control over the Company including the entire available assets of the Company as described in this Process Information Document in favour of the Successful Bidder. The cut-off date for the purposes of determination of all assets and liabilities of the Company shall be the liquidation commencement date i.e. April 11, 2023.

Particulars of E-Auction:

Asset/Location	Reserve Price	(Amount Rs.)	
		Earnest Money Deposit*	Incremental Bid
Sale of Corporate Debtor as going concern along with its assets in entirety including Land and Buildings, Plant & Machinery, Inventory, Stores and spares etc.	1,01,00,00,000/-	50,00,000/- plus 1,50,00,000/-	50,00,000/-

* Rs. 50 lakh to be deposited at the time of submission of eligibility documents on or before August 10, 2023 and Rs. 150 lakh before auction, latest by August 26, 2023.

It is to be noted that the bidder(s) cannot place a bid at a value below the reserve price. Further, the bidder(s) can increase their bid by a minimum incremental amount of Rs. 50 lakh or in multiples of this amount.

It is clarified that on being declared as Successful Bidder, the said Successful Bidder shall be required to complete the sale of the Corporate Debtor as a going concern in accordance with the provisions of IBC and Liquidation Process Regulations.

The Successful Bidder agrees that it shall be bound to pay the balance sale consideration for consummation of sale of the Corporate Debtor as a going concern within the time frame stipulated in the Liquidation Process Regulations. It is clarified that any necessary approvals, consents, reliefs that may be required to be obtained by the Successful Bidder with respect to the Sale of the Corporate Debtor as a going concern as contemplated in this E-auction Process Document have to be obtained by the Successful Bidder without any deviation from the time frame for payment of balance sale consideration as stipulated under the Liquidation Process Regulations.

Particulars of Assets:

Sale of Corporate Debtor as a going concern along with its assets in its entirety, including Land and Building, Plant and Machinery and Other Assets as per its books as illustratively described in **Annexure VI**. Other relevant details about the assets will be made available on request to be made to the Liquidator by email at cirp.rigasugar@gmail.com.

It is being abundantly made clear that all liquid assets of the Corporate Debtor, including cash balances and bank balances in current accounts/deposits accounts/margin moneys as on the date of execution of Transfer Certificate/Sale Deed shall be utilized in for

payment of unpaid CIRP and Liquidation costs.

K. EARNEST MONEY DEPOSIT (EMD)

- a. All the E-Auction Process Applicants shall provide, along with or prior to submission of their eligibility documents, i.e. items 1 - 12 of clause F (a), an amount of Rs. 50,00,000/- as non-interest bearing earnest money by remittance of funds through NEFT / RTGS in the bank account of company as per details given below or by way of Demand Draft issued by any scheduled commercial bank in India ("Bank") in favour of the Beneficiary, i.e., **RIGA SUGAR CO. LIMITED (IN LIQUIDATION)** to be submitted latest by **August 10, 2023**.
- b. All the E-Auction Process Applicants shall provide, along with or prior to submission of their bid application form, an amount of Rs. 1,50,00,000/- as non-interest bearing earnest money by remittance of funds in the bank account of company as per details given below or by way of Demand Draft or NEFT/RTGS or by way of a bank guarantee issued by any scheduled commercial bank in India ("Bank") in favour of the Beneficiary, i.e., **RIGA SUGAR CO. LIMITED (IN LIQUIDATION)** accompanied by a letter in the format set out in **Format A** (Earnest Money - Bank Guarantee) provided in this E-Auction Process Document. Where the Earnest Money Deposit is provided by way of a Bank Guarantee, such Bank Guarantee shall be valid from the date of issuance for a period of not less than 6 (six) months with a claim period of a further period of 6 (six) months to be submitted latest by **August 26, 2023**.
- c. It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in **Format B** (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be eligible to be a Bidder as per the requirements specified in this E-Auction Process Document.

Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

Earnest Money may be remitted through RTGS / NEFT to the following account of the company as provided under:

Account Number	404420110000321
Beneficiary Name	RIGA SUGAR CO. LIMITED (UNDER LIQUIDATION)
Bank Name	BANK OF INDIA
Branch	LARGE CORPORATE BRANCH, KOLKATA

- d. The details of any remittances in this regard shall be entered in the bid form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder or its associate, as the case may be in compliance of conditions as mentioned above.
- e. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.
- f. In the event any eligible bidder wishes to withdraw from the auction proceedings, the concerned bidder should communicate the same to the Liquidator not later than 2 days prior to commencement of the e-auction process. The communication should explicitly provide that the withdrawal from the e-auction process is being made for reasons best known to the bidder and not due to any coercion from the Liquidator or his team or his associates. In such event, the Earnest Money Deposit will be returned within 15 days of the auction.
- g. All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at cirp.rigasugar@gmail.com on immediate basis. It should be noted that no interest will be paid to the E-auction process applicant in relation to any Earnest Money amount.

Forfeiture of Earnest Money Deposit / Invocation of Bank Guarantee from the E-Auction Process Applicant / Bidder

- a. The Earnest Money Deposit, paid by bank transfer or demand draft may be forfeited, or in the case of a Bank Guarantee may be invoked, at any time, upon the occurrence of any of the following events:
 - 1. if there is a breach of any of the conditions under this E-Auction Process Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
 - 2. if a Bidder is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC 2016 (as amended from time to time); or
 - 3. If the Bidder is identified as the Successful Bidder and it fails to extend the validity of the Earnest Money through the bank guarantee or does not accept the Letter of Intent issued by the Liquidator; or
 - 4. If the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.
- b. It is clarified that any invocation/forfeiture of the Earnest Money Deposit, by the Liquidator, shall not limit any other rights or remedies that the Liquidator may have under Applicable Law or otherwise, against any Bidder.

Set-Off of Earnest Money of the Successful Bidder

- a. Unless expressly indicated by the Bidder and subject to discretion of liquidator, the Earnest Money may be set-off against or used as part of the consideration that the Successful Bidder proposes to offer in relation to the acquisition of the Company.
- b. In case the auction fails, then the Earnest Money paid by the e-auction process applicant, who is not classified as Successful Bidder shall be returned (without interest) as per timelines provided in Clause P.

Issuance of Letter of Intent and Transaction Documents

- a. The Successful Bidder, within a period of 3 days from issuance of Letter of Intent (LOI) by the Liquidator, shall be required to accept a letter of intent (LOI), the terms of which shall be binding on him.
- b. A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company upon receipt of the balance sale consideration and acceptance of the LOI.
- c. All the direct taxes, GST, Stamp Duty etc as applicable on execution of the above documents shall be borne by the successful bidder without any recourse to the liquidator.

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application or fails to comply with terms & conditions, the Beneficiary/ Liquidator shall have the right to forfeit/ invoke/ encash the Earnest Money/ Bank Guarantee furnished by the Successful Bidder.

L. DECLARATION OF SUCCESSFUL BIDDER AND COMPLETION OF SALE

- a. The Liquidator at the end of the E-Auction Process, shall declare the Successful Bidder for the Company. The Successful Bidder shall be determined on the basis of highest bid received for the Company to be sold as a going concern by the Liquidator via the E-Auction Process. In case of any dispute / discrepancy, the liquidator shall assess the E-Auction applications and declare the Successful Bidder offering maximum value for the auctioned Company as a going concern. This right of selecting and declaring the Successful Bidder (s) shall solely rest with the Liquidator at all times. In case of any default of any terms & conditions of E-auction Process including default in payment by the Successful Bidder, the liquidator may declare the next highest bidder as the Successful Bidder or put the sale to re-auction, at his discretion.

- b. The sale of the Corporate Debtor as a going concern shall result in transfer of ownership and control over the Corporate Debtor as described in this E-Auction Process Information Document in favour of the Successful Bidder. The cut-off date for the purposes of determination of all assets and liabilities of the Company shall be the Liquidation Commencement Date i.e. April 11, 2023.
- c. The Successful Bidder shall be required to provide balance sale consideration within 30 (Thirty) days of the date of issuance of the LoI in a single tranche payment. However, in terms of Clause 12 of Schedule 1 of the liquidation Regulations, any payment after 30 days from the date of demand shall attract interest @ 12% and the transaction has to be completed within 90 days. Where the Successful Bidder has provided Earnest Money Deposit by way of remittance through NEFT/RTGS to the bank account of the Company or Demand Draft, the balance sale consideration shall be an amount equal to the bid sum reduced by the Earnest Money Deposit already paid (plus any applicable GST / Duties / Taxes, if any). Where the Successful Bidder has provided Earnest Money Deposit by way of Bank Guarantee, the balance sale consideration shall be an amount equal to 100% of the bid sum (plus any applicable GST, if any).
- d. On payment of the full amount of sale consideration and any applicable GST / Duties / Taxes (if any) and after the Order of the Hon'ble Adjudicating Authority declaring completion of the liquidation proceedings, the transfer of the Corporate Debtor as a going concern shall stand completed, and the Liquidator shall execute relevant certificates/ documents in this regard and the ownership and control of the Company shall stand transferred in favour of the Successful Bidder. Relevant documents/ certificates evidencing transfer of the Corporate Debtor as a going concern in favour of the Successful Bidder (lead applicant in case of Consortium/JV arrangement) will be issued and / or will be executed in the name of the Successful Bidder only and will not be issued in any other name(s). It is expressly stipulated that there are no implied or explicit obligations on the part of the Liquidator to do all acts, things, and deeds whatsoever for the completion of the sale.
- e. The Successful bidder shall be solely responsible for undertaking all requisite actions for transfer of the assets and acquire control of the business of the Corporate Debtor. The liquidator shall not be held responsible in case of any legal complications in relation to the same.
- f. All Costs, inclusive of taxes, duties, surcharge, fees etc., in relation to transfer of assets and acquisition of control of the business of the Corporate Debtor shall be borne and paid by the Successful Bidder, without any recourse to the liquidator.
- g. For any specific relief/waiver, the Successful Bidder may approach to the Adjudicating Authority.
- h. Where the Successful Bidder has provided Earnest Money Deposit by way of Bank Guarantee and pending completion of the sale, the Successful Bidder shall re-issue or

extend such Bank Guarantee at least 15 (fifteen) days prior to the expiry of its valid period. Provided, however, upon transfer of the Corporate Debtor as a going concern in the manner envisaged above, the Bank Guarantee shall be returned within 15 (fifteen) days therefrom.

- i. The sale of the Company as a going concern shall be subject to conditions prescribed under the IBC 2016 and provisions and regulations thereunder.
- j. Default in payment of the sale consideration (in cases where the EMD has been submitted by way of bank guarantee) or balance sale consideration, as the case may be towards acquisition of the Company as a going concern and any applicable GST / Duties / Taxes, if any, by the Successful Bidder will result in disqualification of the Successful Bidder, including forfeiture of Earnest Money Deposit or invocation of bank guarantee, as the case may be.
- k. The Successful Bidder(s) shall deposit the balance sale consideration within 30 (Thirty) days from the date of such demand. Payments after 30 (thirty) days shall attract interest at the rate of 12% per annum. However, in terms of Clause 12 of Schedule 1 of the liquidation Regulations any payment after 30 days from the date of demand shall attract interest @ 12% p.a. and the transaction has to be completed within 90 days. The sale of the Company as a going concern to the Successful Bidder shall be cancelled if entire sale consideration (in cases where the EMD has been submitted by way of bank guarantee) or balance sale consideration, as the case may be, is not received within 90 (ninety) days.
- l. The EMD of unsuccessful Bidders shall be refunded within 15 Working Days from the date of announcement of successful bidder. The EMD shall not bear any interest in any circumstances.
- m. The Liquidator reserves the right to alter, modify, cancel or relax any of the terms and conditions mentioned in this E-Auction Process Document or issue any clarification as may be necessary in the interest of the liquidation process of the Company including cancellation of the e-auction process at any point of time. Any such alteration, modification, cancellation or relaxation of e-auction process shall be binding on the Bidders.
- n. The Qualified Bidders, participating in the e-auction process, will have to Bid for an amount not less than the Reserve Price for acquiring the assets of the Company. The attention of Qualified Bidders is invited to the fact that the Qualified Bidders cannot place a Bid for a value below the Reserve Price. Such Bid will stand automatically disqualified.
- o. It may be noted that certain legal petitions/applications have been initiated by or against the company across different judicial courts and forums, inter alia including the petitions as filed by the Sugar Cane Department, Govt. of Bihar seeking certain

directions in the Hon'ble NCLAT, New Delhi and Hon'ble NCLT Kolkata. Till the date of issuance of this E Auction Process Document, the said cases have not been concluded upon. The E-Auction process and the terms of the e-auction is subject to the verdict of the Hon'ble NCLT/NCLAT and other judicial courts.

- p. In case of any stay of proceedings by the competent judicial authority under law, the auction may either be deferred or cancelled (prior to the completion of E auction) or the transfer of the control (after declaration of successful bidder and payment of due amount by the said bidder) if get stayed, then persons participating in the E-auction or Successful Bidder shall have no right to claim damages, compensation or cost for such postponement or cancellation.

M. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of Successful Bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, or in the Letter of Intent, the Liquidator shall reject an auction bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Beneficiary may invoke the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Document or Applicable Law.

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

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

“Corrupt practice” shall mean

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or
- (ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser or associate of the Liquidator or the

Company, in relation to any matter concerning the auction process;

“Fraudulent practice” shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction Process;

“Restrictive practice” shall mean forming a cartel or arriving at any understanding or arrangement among the auction process Applicants with the objective of restricting or manipulating a full and fair competition in the auction Process; and

“Undesirable practice” shall mean (i) establishing contact with any person connected with or employed or engaged by the liquidator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the auction Process; or (ii) having a Conflict of Interest.

The Bidder shall not involve himself for any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidder(s).

The Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence / site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.

N. COSTS, EXPENSES AND TAX IMPLICATIONS

- a. The e-Auction Process Applicant/Bidder shall be responsible for all the costs incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

It is hereby clarified that the E-Auction Process Applicant shall make its own arrangements including accommodation, travelling, conveyance, etc for the discussion Meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the E- Auction Process Applicant.

- b. The E-Auction Process Applicant shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction Process.
- c. It is to be noted that taxes and duties of any nature, called by any name whatsoever, wherever applicable (including stamp duty / Goods and Services Tax implications and registration/transfer charges) on sale of assets would be borne by the Successful Bidder.
 - i. The sale may attract stamp duty, Goods and Services Tax, registration charges etc. as per relevant laws.
 - ii. The Successful Bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / Goods and Services Tax/ transfer charges, fees, etc. for transfer of asset (s)/property (ies) in his / her/its name.

- iii. The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, maintenance, utility bills etc. owed by company to anybody in respect of the asset(s)/Property(ies), if at all payable, shall be the sole responsibility of Successful Bidder.
 - iv. Successful bidder has to bear the cess or other applicable tax i.e. Goods and Service Tax (GST), TDS, TCS etc.
 - v. The Successful Bidder will bear all expenses for removal of asset(s), delivery including loading, unloading, transport, weightment, labour, manpower charges, electricity, etc.
 - vi. The Successful Bidder will be responsible for any damage to assets/properties of the company during the process of removal, delivery of asset(s) and will make good the cost of damage to the company. The amount of damage decided by the liquidator will be final.
- d. It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder over and above the bid amount.
- e. The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC 2016 and the related Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.
- f. It is expressly stipulated that there are no implied obligations on the part of the Liquidator and it shall be solely the obligation of the Successful bidder, at his cost, to do all acts, things and deeds whatsoever for the completion of the sale. The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale shall be that of the Successful bidder.

O. GOVERNING LAW AND JURISDICTION

This E-Auction Process Document, the auction Process and the other documents pursuant to the E-Auction Process Document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Document or the E-Auction Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at **Kolkata, West Bengal, India**.

Further, the Liquidator shall act in terms of the provisions of IBC 2016 and rules and regulations made thereunder, and in accordance with the directions as provided by the Hon'ble Adjudicating Authority, Hon'ble Appellate Tribunal, Hon'ble Apex Court and other Courts and Tribunals of the Republic of India. The Liquidator shall not be responsible to make good any expenses and / or losses incurred by any party upon implementation of any direction made by the Hon'ble Adjudicating Authority, Hon'ble Appellate Tribunal, Hon'ble Apex Court and other Courts and Tribunals of Republic of India.

P. TIMETABLE

Sl	Event	Estimated Timeline
1	Public Advertisement of E-Auction	July 27, 2023
2	Opening of Auction Portal and this E-auction Process Information Document made available on websites as per terms and conditions	July 27, 2023
3	Document submission, KYC, Confidentiality Undertakings	From July 27, 2023 till August 10, 2023
4	Submission of EMD	Rs. 50 lakh to be submitted by August 10, 2023 and Rs. 150.00 lakh to be submitted by August 26, 2023
5	Declaration as Qualified Bidder	Latest by August 16, 2023
6	Site Visits and Due Diligence	From July 27, 2023 till August 23, 2023 (Only after declaration as qualified bidder)
7	Bid Form and Declaration submission	By August 23, 2023
8	E-Auction	August 28, 2023
9	Announcement of successful bidder and issue of Letter of Intent	August 29, 2023
10	Acceptance of letter of Intent by the Successful Bidder	By September 1, 2023
11	Return of EMD to Unsuccessful bidder	By September 12, 2023
12	Payment of balance consideration by successful bidder	Within 30 day of the date of demand. Payments made after 30 days shall attract interest @ 12% p.a. Sale shall be cancelled if the payment is not received within 90 days from the date of demand.

Notes:

The above timeline may be amended by the Liquidator through issuance of an addendum/corrigendum to the e-auction process information document. The said amendment document (if issued) will be hosted on the website of the Corporate debtor i.e. rigasugar.com and the interested bidders are advised to regularly keep track on the said website for any updates/announcements.

In case the final sale consideration is not paid within the stipulated timeline, the Liquidator shall forfeit / encash / invoke EMD and / or bank guarantee without being under any obligation to intimate the concerned bidder.

In case eligibility documents are not received from any prospective bidder, or where eligibility documents were received, but none of the interested bidders could be declared as eligible, the auction will be deemed as unsuccessful and the liquidator may issue a notice giving effect to it and place the same on the website of the Corporate Debtor. Further, the liquidator may not wait for the proposed date of auction to issue a fresh auction notice, in accordance with the provisions of IBC 2016 and rules and regulations made thereunder.

Q. Bidding Process

- a. Bidding will be through the E – Auction. After submission of all documents / EMD by the Interested Bidder to the satisfaction of the Liquidator, M/s National e-Governance Services Ltd. will provide User id and password after due verification of PAN of the eligible bidders to participate in the e-auction.
- b. Bidders shall hold a valid email ID. E-mail ID is necessary for the Intending bidder as all the relevant information and allotment of ID & password by M/s National e-Governance Services Ltd., will be conveyed through e-mail.
- c. Bidders are cautioned to be careful while entering the bid amount.
- d. The Liquidator 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 connections, server problems, etc.
- e. Any problem arising out of the e – auction sale of the assets of the Corporate Debtor shall be decided by the Liquidator, whose decision shall be final and binding.
- f. A training manual has been provided on the website of the E – Auction Service Provider at **<https://nesl.co.in/auction-notices-under-ibc/>**. The intending bidder may avail online training/demonstration on the e-auction process from the E – Auction Service Provider.
- g. The reserve price for the assets of the Corporate Debtor shall be as per the details set out in clause J hereof. The Incremental bids shall be in multiples of amount given in clause J hereof and the eligible bidders shall increase their bids in multiples of that amount.

R. TERMS AND CONDITIONS OF E-AUCTION

In addition, following terms and conditions apply:

- a. 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 “**Online**”. The auction will be conducted through the approved service provider National e-Governance Services Ltd, at the web portal <https://nesl.co.in/auction-notices-under-ibc/>. E-Auction Process document containing E- Auction bid form, Declaration by bidder, General terms and conditions of online auction sales are available on website <https://nesl.co.in/auction-notices-under-ibc/>. Interested bidder(s) can register, bid and receive confirmation of their bid by electronic means. The requisition of additional information, if any, be sent to E-mail Id: **cirp.rigasugar@gmail.com** with the identity of the Applicant.
- b. Any asset lying at any premises/property of the company and not part of Liquidation Estate will not be covered under this document and will not be available for sale/transfer.
- c. The Intending Bidder(s) should make their own independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due diligence prior to submitting their bid. The e-Auction process document does not constitute and will not be deemed to constitute any commitment or any representation or warranty or any guarantee on part of the

Liquidator. The property/asset is being sold with all the existing and future encumbrances/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.

- d. The Information in respect of the property/asset has been stated to the best of knowledge of the Liquidator, however, he shall not be responsible for any error, misstatement or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to the Assets nor does he provide any guarantee or warranty as to the ownership of property/asset or the conditions of the asset or its quality for any specific purpose or use.
- e. The Intending Bidder(s) should submit the evidence for Earnest Money Deposit (EMD) deposit like UTR number along with the Request Letter for participation in E-auction, notarized and self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport/Aadhar Card/MOA & AOA 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 latest by August 23, 2023. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator i.e. – cirp.rigasugar@gmail.com
- f. Name of Eligible Bidder(s) will be identified and conveyed by Liquidator to participate in online e-auction on the portal <https://nesl.co.in/auction-notice-under-ibc/>. Agency will provide User ID & Password to the Bidder(s) after due verification of KYC of the Bidder(s).
- g. It is the responsibility of the interested bidder(s) to inspect and satisfy themselves about the property/asset before submission of the bid.
- h. Liquidator has right to demand documents from bidder for the process and in case the required documents are not provided, the liquidator may disqualify the bid.
- i. The E-Auction / bidding of the company as a going concern for “RIGA SUGAR CO. LIMITED (IN LIQUIDATION)” would be conducted exactly on the schedule Date & Time as mentioned by way of inter-se bidding amongst the bidders. The bidder may improve their bid by a minimum incremental amount of Rs. 50 lakhs. In case bid is placed in the last 10 minutes of the closing time of the e-auction, the closing time will automatically get extended for 10 minutes.
- j. The EMD of unsuccessful bidder(s) shall be refunded within the timelines as mentioned in clause P. The EMD shall not bear any interest in any circumstances.
- k. In case of the Successful Bidder(s), the EMD (whether in the form of a Demand Draft or NEFT / RTGS to the designated Bank account or a Bank Guarantee) may be banked or invoked.
- l. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder shall have to deposit the balance sale consideration within 30 days of such demand. The payments made after thirty days shall attract interest at the rate of 12 percent p.a. The sale shall be cancelled if the payment is not received within ninety days and forfeiture of amount already paid and the property/asset may be offered to second highest bidder or put to re-

auction and the defaulting bidder shall have no claim / right in respect of property / asset/ amount, whatsoever.

- m. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty, transfer charges, registration charges, fees, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates, assessment charges, fees, maintenance, utility bills etc. owing to anybody, if at all payable.
- n. 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/asset or portion thereof from the auction proceedings at any stage without assigning any reason therefore.
- o. The sale certificate and / or conveyance document and/or sale deed and/ or transfer documents and/or Lease deed etc. will be issued and such relevant document as applicable will be 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).
- p. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
- q. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
- r. Any amount recovered by the Liquidator from any party including any Banks or Financial Institution or Insurance Company or Government Department as dues to the corporate debtor including the bank balances, insurance claims (if any), subventions or subsidies and forfeited earnest money if any, which are deposited into the Liquidation account maintained by the Liquidator will be utilized by the Liquidator to meet CIRP Costs and Liquidation Costs.
- s. Any asset/liability which is considered to be outside the purview of Liquidation Estate by virtue of section 36(4) of IBC 2016, will be dealt in by the Liquidator in accordance with the applicable laws and regulations.

Sd/-

Neeraj Jain

Reg. No: IBBI/IPA-001/IP-P01067/ 2017-2018/11758

Liquidator-Riga Sugar Co. Limited (In Liquidation)

Communication Address:

Chatterjee International Centre,

Unit 1, Floor 14,

33A, Jawaharlal Nehru Road,

Kolkata 700 071

E-mail: cirp.rigasugar@gmail.com

Registered Address:

4, Synagogue Street, Suite 205, 2nd floor,

Facing Brabourne Road, Kolkata 700 001

E-mail: reachneerajjain@gmail.com

Date:27.07.2023

Place: Kolkata

AFFIDAVIT AND UNDERTAKING

[To be notarized and stamped with adequate value as per the stamp laws prevailing in the Indian state of execution of this Affidavit]

Date:

To,
Mr. Neeraj Jain,
Liquidator-Riga Sugar Co. Limited (In Liquidation)
Chatterjee International Centre, Unit 1, 14th Floor,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071,
“Liquidator”

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

Dear Sir,

- A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as amended:

I have understood the provisions of section 29A of the Code. I confirm that neither **[insert name of bidder]** nor any person acting jointly with **[insert name of bidder]** or any person who is a promoter or in the management or control of **[insert name of bidder]** or any person acting jointly with **[insert name of bidder]**:

- a. is an un-discharged insolvent;
- b. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c. has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 and at least a period of one year has lapsed from the date of such classification till the date of commencement of the liquidation process of the corporate debtor: Provided that the person shall be eligible to submit a bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid form. Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor;
- d. has been convicted for any offence punishable with imprisonment for two years or more under any Act specified under the Twelfth Schedule; or for seven years or more under any law for the time being in force; Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment: Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I;

- e. is disqualified to act as a director under the Companies Act, 2013; Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code; Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the bidder pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;
- h. has executed an enforceable guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- i. has been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j. has a connected person not eligible under clauses (a) to (i) of Sec 29A.

I therefore, confirm that **[insert name of bidder]** is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") as amended to submit its Bid for Riga Sugar Co. Limited (In Liquidation).

- B. I undertake on behalf of **[insert name of bidder]**, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
- C. I declare and undertake that in case the **[insert name of bidder]** becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- D. I also undertake that in case the **[insert name of bidder]** 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 Riga Sugar Co. Limited (In Liquidation).
- E. On behalf of the Bidder, I acknowledge that the Liquidator reserves the right to verify the authenticity of the information and/or the documents submitted by me/us and the Liquidator may request, at his own discretion, for any additional information or documents, as may be required by the Liquidator, for the purposes of verifying the information so submitted by me/us. On behalf of the Bidder, I unconditionally and irrevocably undertake, that I/we shall provide all data, documents and information as

may be required to verify the statements made under this affidavit.

- F. On behalf of the Bidder, I undertake that if during the interim period on and from the date of this Affidavit until the date of completion of the sale of the assets Corporate Debtor of the auction process, I/We become ineligible to become a resolution applicant under applicable law, including under Section 29A of IBC, I/We shall immediately and in no event later than two days of such ineligibility, disclose to the Liquidator of its ineligibility in writing with reasons for the same ("Disclosure"). I/We agree, acknowledge and confirm on behalf of the Bidder, that upon being informed of such Disclosure, the Liquidator shall have the right to reject the bid submitted by it and shall have the right to undertake any action as it deems fit in accordance with the Complete E-Auction Process Document, including forfeiture of Earnest Money submitted by it (as defined in the Complete E-Auction Process Document).
- G. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- H. I confirm that the said declaration and disclosure is true and correct.
- I. I am duly authorized to submit this declaration by virtue of

Solemnly affirmed at []

On the [] day of [] 2023

Before me,

Notary/Oath Commissioner

(DEPONENT)

VERIFICATION

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

Verified at [], on this the [] day of [] 2023

(DEPONENT)

Notes:

- i. Please note that in case of the Bidder being an unlimited liability partnership firm under the Indian Partnership Act, 1932, the affidavit is required to be furnished separately by each partner of the partnership firm.
- ii. Please note that in case of the Bidder being a limited liability partnership ("LLP") incorporated under the Limited Liability Partnership Act, 2008, the affidavit will be provided by the „designated partners“ of the LLP on behalf of the LLP and also by each partner of the LLP for itself, acting in its capacity as partner of the LLP.

For further reference to Sections & Provisions related to the Insolvency and Bankruptcy Code, 2016. Kindly refer to <http://ibbi.gov.in>

BID APPLICATION FORM

Date:

To,
Mr. Neeraj Jain,
Liquidator-Riga Sugar Co. Limited (In Liquidation)
Chatterjee International Centre, Unit 1, 14th Floor,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071,
“Liquidator”

Dear Sir,

I am desirous of participating in 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 : **Riga Sugar Co. Limited(In Liquidation)**
 Current Account number : 404420110000321
 Bank & Branch : Bank of India, Kolkata Large Corporate Branch
 IFSC Code : BKID0004044

Details of Bidder

Name of the Bidder
 Constitution of Bidder
 Contact No.
 E-mail ID
 PAN No.
 Address

Details of Earnest Money:

Description of Asset	
Reserve price	
Earnest Money deposited	
Mode of Earnest Money payment	
Payer's bank and account number	

Bank details of Bidder (for refund of Earnest Money as may be applicable):

Name	
Account Number	
Bank Name	
Branch	
IFSC Code	

Note : A copy of the cancelled cheque is also enclosed herewith.

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 assets and properties 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)

Name :
Designation (if applicable):
Date :
Place :

Declaration by Bidder

(To be notarized and stamped with adequate value as per the prevailing stamp laws)

To,
Mr. Neeraj Jain,
Liquidator-Riga Sugar Co. Limited (In Liquidation)
Chatterjee International Centre, Unit 1, 14th Floor,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071,

Dear Sir,

1. I/We, *(insert name and address of the Interested Bidder)* aforesaid do hereby state that, I/We have read the entire terms and conditions for the sale of the Company as a going concern as provided in the e-auction process document dated July 27, 2023 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. **We hereby submit an attested copy of the same (E Auction Process Document) as a token of acceptance of the same.**
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase- price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the bid form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("Liquidator") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies)/asset(s) 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 fulfill any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the bid form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD and/ or Bank Guarantee.
5. I/We also agree that in the eventuality of forfeiture of the amount by the Liquidator, I/We shall neither have claim on the Assets for which my/our bid was approved nor on any part of the sum for which it may be subsequently sold.
6. 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) /asset(s). I / We, state that I / We, have fully understood the terms and conditions therein and agree

to be bound by the same.

7. I / We confirm that our participation in the e-auction process, submission of bid or acquisition of the property (ies) /asset(s) pursuant to the provisions of the E-Auction Process 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.
8. The decision taken by the Liquidator with respect to the selection of the Successful Bidder shall be binding on me/us.
9. 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 to the time of auction portal and property (ies) /asset(s) being offered for sale.
10. I/We confirm that the Seller/liquidator/ company and their employees, associates, consultants etc. shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to any unforeseen circumstances etc. before or during the auction event.
11. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with STAMP)

Name:

Designation (If applicable)

Address:

Date:

Place:

CONFIDENTIALITY UNDERTAKING
(on stamp paper of Rs.100, duly notarized)

This Confidentiality Undertaking has been signed by **(Name of potential Bidders)** having its office at _____ acting through Mr. **(Name of person authorized by potential Bidder(s))**, the authorized signatory/authorized representative ("**Bidder**"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of **Mr. Neeraj Jain, Liquidator of Riga Sugar Co. Limited (In Liquidation)**.

WHEREAS M/s. Riga Sugar Co. Limited (In Liquidation), a company registered under Companies Act, 1956, (hereafter referred as the "**Company**") is undergoing liquidation proceedings vide Order of the Hon'ble NCLT, Kolkata Bench ("**NCLT**") dated April 11, 2023. **Mr. Neeraj Jain**, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IP- P01067/2017-18/11758 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of M/s Riga Sugar Co. Limited (In Liquidation) ("**Liquidator**").

WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process in respect of sale of the Company in accordance with the provisions of E-Auction Process Information Document and provisions of the Insolvency and Bankruptcy Code, 2016, ("**IBC**") read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("**Liquidation Process Regulations**").

WHEREAS the Liquidator is required to share certain data, documents in relation to the Company for facilitating the prospective Bidder(s) in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the office of the liquidator and during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under IBC and Liquidation Process Regulations.

THEREFORE, the Bidder(s) hereby declare(s) and undertake(s) as follows:

1. The Bidder(s) shall not divulge any part of the information shared by the Liquidator or access of relevant information to be collected from the office of Liquidator, through oral or written communication or through any mode to any one and the same shall constitute "**Confidential Information**". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.
2. The Bidder(s) further unconditionally and irrevocably undertake and declare that:
 - a) the Confidential Information shall be kept secret and confidential by the

Bidder(s) and shall be used solely in accordance with the terms of the IBC;

- b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
 - c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
 - d) the Bidder(s) shall protect any intellectual property of the Company which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
 - f) The Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
 - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the Company as provided under E-Auction Process Information Document and the Liquidation Process Regulations;
 - h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received from the office of the Liquidator and shall use its best endeavours to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and
 - i) the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.
3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- a) information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or
 - b) information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
 - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

4. The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E-Auction Process Information Document/ other relevant information of the corporate debtor collected from the office of the Liquidator. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.
5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and the Hon'ble NCLT, Kolkata Bench shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document.

I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [insert the name of the Bidder (s)].

Signed on behalf of

(Name of Bidder(s))

by Mr. _____

(Name and Designation)

Authorised Signatory

Date:

Place:

Note- In case of consortium arrangement for bidding, irrevocable and unconditional power of attorney to be executed by each of the members in favor of the lead applicant making the bid.

Technical Terms & Conditions of e-auction sale

In addition, following terms and conditions apply:

1. Intending bidder(s) shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidder(s) have to register with the e-auction service provider.
3. Only upon verification of the Bid Form and confirmation of remittance of EMD, the Eligible Bidder(s) will be declared and thereafter, permitted to access the Platform for bidding for a particular Property/asset.
4. The Bidder(s) 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, Bidder(s) are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidder(s) should not disclose their User ID as well as password and other material information relating to the bidding to anyone else to safeguard its secrecy.
6. Bidder(s) are advised to change the password immediately on receipt thereof.
7. The Affidavit and Declaration as per the formats set out in **Annexure I and III** must be executed in accordance with applicable law and it must be 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.
8. All the aforementioned documents are required to be submitted/uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidder(s). The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the e-auction, a message shall be generated automatically by the portal, of the outcome of the e-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
12. Bidder(s) may encounter certain unforeseen problems such as time lag, internet connectivity issues, 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.

DESCRIPTION OF MAJOR ASSETS**Registered Office Situated at:**14, Netaji Subhas Road, 2nd Floor, PS Hare Street, Kolkata – 700 001, West Bengal**Factory Premises Situated at:**

Dhanuka Gram, Sitamarhi - 843327, Bihar

A. Land Details:

Sl No.	Location	Nature	Area (in acres)
1	Panchore	Industrial and Residential	49.15
2	Riga	Industrial and Residential	11.69
3	Kusumpur Bhakri	Industrial and Residential	3.26
4	Narha	Industrial and Residential	0.92
5	Mahadev	Agricultural	19.83
6	Gopalpur	Agricultural	19.96
	TOTAL		104.81

B. Building Details:**1. SUGAR DIVISION**

Sl. No.	Description of Sheds & Building	Area in Sq Ft
	Main Mill Unit	
1	Mill House	24,452
2	Power House	4,409
3	Old Power House	7,556
4	Boiler House	9,546
5	Pan House & South Area	14,932
6	Juice Heater & Quad Roof	4,218
7	Old Mill & Quad Roof	3,288
8	O.C.Filter Roof	9,962
	Sub-Total	78,363
	Godown's	
9	No's 1 to 5	65,498
10	Gallery Part	2,719
11	Godown # 6	13,925
12	Godown # 7	19,754
	Sub-Total	1,01,896
	Bungalow's	
13	Srisadan Bungalows	5,220
14	Govind Bhawan	7,939

Sl. No.	Description of Sheds & Building	Area in Sq Ft
15	Sri Nikatan	5,342
16	Shri Sankar Sadan & Others	14,816
	Sub-Total	33,317
	Block House's	
17	A-Block	16,601
18	B-Block	11,995
19	B-Block(Behind Harabhara)	1,412
20	C-Block	25,148
21	N-Block(Behind Harabhara)	1,532
22	B-Block(Double Storied)	5,538
23	Bachelors quarters	7,572
24	K-Block (Double Storied)	10,603
25	L-Block	2,189
	Sub-Total	82,590
	Fitters Quarter	
26	Quarters & Colony	7,608
27	Fitters Qty's (Double Storied)	5,132
	Sub-Total	12,740
	Hospital & Works Clubs	
28	Hospital Facility	2,560
29	Panman Quarter	4,972
30	Union Office	1,116
31	workers Club	2,202
32	Canteen	1,163
	Sub-Total	12,013
	Cane Department	
33	CMD Office	1,046
34	Admin Office	5,752
35	Dispensary	1,593
36	Conference Hall(Small)	891
37	Cane(Stationary Dept)	569
38	Fertiliser Godown(New)	592
39	Accounts Office	1,095
40	Weigh Bridge(6 No's)	593
41	Sulfer & Lime Godown	1,196
	Sub-Total	13,327
	Grand Total	3,34,246

2. DISTILLERY DIVISION

Sl. No.	Description of Sheds & Building	Area in Sq Ft
	RCC Structure	
1	security Office	178
2	Weigh Bridge	235

Sl. No.	Description of Sheds & Building	Area in Sq Ft
3	Admin. Office	3,617
4	Fermentation Lab	1,023
5	Ethanol Lab	458
6	Mechanical Room	1,292
7	ETP Lab	1,421
8	Sanitizer Lab	14,823
	Sub-Total	23,047
	Boiler/ETP/Storage	
9	ETP Polishing Pond	7,503
10	RCC Tank	2,013
11	RO Plant	8,386
12	CPU	7,503
	Sub-Total	25,405
	Tank & Others	
13	CPU Tank	1,098
14	Ethanol Storage	5,076
15	Pump Warehouse	3,730
16	Storage Warehouse	9,947
	Sub-Total	19,851
	Plant & Others	
17	Filters Shed	1,980
18	Flash Mixer Tank	431
19	MEE Office	980
20	Lagoon	1,02,698
	Sub-Total	1,06,089
	GRAND TOTAL	1,74,392

C. Plant & Machinery, Electrical Installation, Details:

1. SUGAR DIVISION

Sl	Name of P&M	Year of Acquisition
1	CANE UNLOADER	1981-82
2	CANE UNLOADER	1981-82
3	MILLING PLANT	1981-82
4	MACERATION	1981-82
5	CLARAFICATION PLANT	1981-82

Sl	Name of P&M	Year of Acquisition
6	CLARIFICATION PLANT	1981-82
7	EVAPORATION SECTION	1981-82
8	EVAPORATION SECTION	1981-82
9	EVAPORATION SECTION	1981-82
10	CRYSTALIZER SECTION MAC.	1981-82
11	CRYSTALIZER SECTION MAC.	1981-82
12	CRYSTALIZER SECTION MAC.	1981-82
13	STEAM GENERATIVE PLANT	1981-82
14	WORKSHOP	1981-82
15	POWER GENERATION PLANT	1981-82
16	PUMPS	1981-82
17	PUMPS	1981-82
18	PUMPS	1981-82
19	MOTOR & CAPACITORS	1981-82
20	MOTOR & CAPACITORS	1981-82
21	MOTOR & CAPACITORS	1981-82
22	WEIGH BRIDGE & SCALE	1981-82
23	WEIGH BRIDGE & SCALE	1981-82
24	DEAD WEIGHTS	1981-82
25	TUBE WELLS	1981-82
26	MOLASSES RESERVOIR	1981-82
27	SPRAY PONDS	1981-82
28	LOCOMOTIVE & TRACK	1981-82
29	GENERATOR	1981-82
30	PUMPS	1981-82
31	CRYSTALIZER	1981-82
32	WEIGH BRIDGE	1981-82
33	TUBE WELL	1981-82
34	DRILLING MACHINE	1981-82
35	MOLASSES TANK	1981-82
36	CENTRIFUGAL MACHINE	1981-82
37	PUMPS	1981-82
38	CANE FEEDING SYSTEM	1981-82
39	MOLASSES PUMP	1981-82
40	PULLING & LIFTING MACHINE	1981-82
41	CRYSTALIZER	1981-82
42	FRONT END LOADER	1981-82
43	DRILL MACHINE	1981-82
44	COMPRESSOR	1981-82

Sl	Name of P&M	Year of Acquisition
45	EVAPORATOR	1981-82
46	ELECTRIC MUFFEST FURNANCE	1981-82
47	MOLASSES TANK	1981-82
48	CANE FEEDING SYSTEM	1981-82
49	CENTRIFUGAL MACHINE	1981-82
50	WEIGH BRIDGE 5T CAP.	1981-82
51	MIXER VIBRATOR	1981-82
52	ESCORT DIESEL GENERATOR	1981-82
53	HOT AIR TREATMENT PLANT	1986-1987
54	WATER COOLED CRYSTALISER	1986-1987
55	DEISEL GENERATING SET	1986-1987
56	JUICE HEATER	1986-1987
57	HEAT EXCHANGE	1986-1987
58	CENTRIFUGAL MACHINE	1986-1987
59	AREA VALVE	1986-1987
60	SYRUP SULPHITATE	1986-1987
61	BAGASSES BAILING MACHINE	1986-1987
62	INCUBATOR FOR BOD	1986-1987
63	ECONOMIZER	1986-1987
64	CANE CUTTER	1987-1988
65	AIR COMPRESSOR	1987-1988
66	TUBE WELL	1987-1988
67	CONCRETE MIXER	1987-1988
68	D.G. SET	1987-1988
69	BOILER	1987-1988
70	TURBINE	1987-1988
71	SUGAR CONVEYOR	1988-1989
72	WEIGHING MQACHINE	1988-1989
73	I. S. KVA D.G. SET	1988-1989
74	SEMI KESTNER	1986-1987
75	TUBE WELL	1989-1990
76	DRIVER & CONVEYER	1989-1990
77	150 KW D. G. SET	1989-1990
78	BAG STICHING MACHINE	1989-1990
79	EFFULENT TREATMENT PLANT	1989-1990
80	RIVER SIDE PUMP	1989-1990
81	SUGAR GRADER	1989-1990
82	25 TON SUGAR ELEVATOR	1989-1990
83	GROSS HOOPER	1989-1990

Sl	Name of P&M	Year of Acquisition
84	CENTRIFUGAL MACHINE	1989-1990
85	CRYSTALISER	1989-1990
86	CRYSTALISER	1989-1990
87	MOLASSES TANK	1989-1990
88	CONDENSORS	1989-1990
89	VACCUM PANS	1989-1990
90	PUMPS	1989-1990
91	M EVAPORATOR BODY	1989-1990
92	O. C. FILTER	1989-1990
93	CLARIFIER	1989-1990
94	JUICE SULPHITER	1989-1990
95	CONTINEOUS SULPHUR BURNER	1989-1990
96	VERTICLE JUICE HEATER	1989-1990
97	WEIGHING SCALE	1989-1990
98	STEAM TURBINE	1989-1990
99	CEENTRIFUGAL MACHINE	1989-1990
100	WHIRL TANK	1989-1990
101	D. S. M. SCREEN	1989-1990
102	UNDER FEED ROLLER	1989-1990
103	DONNLEY CHUTE	1989-1990
104	CANE CUTTER	1989-1990
105	CANE CUTTER	1989-1990
106	UNLOADER BRIDGE	1989-1990
107	GOBAR GAS PLANT	1990-1991
108	TUBE WELLS	1990-1991
109	JUICE HEATER	1990-1991
110	WATER RING VACCUUM PUMP	1990-1991
111	HOOPER NO.2	1990-1991
112	SUGAR BIN STORAGE SYSTEM	1990-1991
113	WORKSHOP LATHE	1990-1991
114	AIR DRIER FOR INSTRUMENT	1990-1991
115	SUGAR MELTER	1990-1991
116	COPMPUTERISED WEIGH BRIDGE	1990-1991
117	MOLASSES TANK	1990-1991
118	WELDING MACHINE	1990-1991
119	JUICE HEATER	1991-1992
120	BAG CLOSING MACHINE	1991-1992
121	TROLLEY COUNTER	1991-1992
122	9 NOS NERW BELT CONVEYOR	1991-1992

Sl	Name of P&M	Year of Acquisition
123	SUGAR DUST COLLECTOR	1991-1992
124	AIR COMPRESSOR	1991-1992
125	VACUUM PUMP	1991-1992
126	COMPUTER PRINTER	1991-1992
127	NEW MOLASSES STEEL NO.5	1991-1992
128	AIR COOLER CRYSTALISER	1992-1993
129	JUICE HEATER	1992-1993
130	MILL ROLLER	1992-1993
131	BAGASSES CARRIER CONVEYOR	1992-1993
132	VACUME ENGINE	1992-1993
133	CONTINEOUS CENTRIFUGAL MACHINE	1992-1993
134	FULLY AUTOMATIC CENTRAL MACHINE	1992-1993
135	SUGAR BAG STACKER	1992-1993
136	WEIGH BRIDGE	1992-1993
137	COMPUTER PRINTER	1992-1993
138	MOLASSES STEEL TANK NO.5	1992-1993
139	16 TONS IJT BOILER	1993-1994
140	JUICE HEATER	1993-1994
141	2 NOS MILL ROLLERS	1993-1994
142	VACUMME PUMP	1993-1994
143	NK 1100 CENTRIFUGAL MACHINE	1993-1994
144	COMPUTER MACHINE	1993-1994
145	FIBRIZER	1994-1995
146	BAGASSE CARRIER	1994-1995
147	TWIN VERTICAL CRYSTALIZER	1994-1995
148	CANE CARRIERS	1994-1995
149	HEAD STOCK TOP	1994-1995
150	T R P FEEDER	1994-1995
151	NEW MILL HEAD STOCK	1994-1995
152	EVAPORATOR	1994-1995
153	ISGEC JT BOILER	1994-1995
154	JUICE HEATER	1994-1995
155	SULPHUR FURNANCE	1994-1995
156	JUICE SULPHITER	1994-1995
157	AIR COMPRESSOR	1994-1995
158	MECHANICAL CIRCULATOR FOR DPL PAN	1994-1995
159	60 TONS PAN WITH CONDENSOR	1994-1995
160	SEMI KESTNER	1994-1995
161	PUMPS & CABLE	1994-1995

Sl	Name of P&M	Year of Acquisition
162	EXTENSION IN CABLE UNLOADER	1994-1995
163	TRANSIT HEADER IN C-FORE WORKER	1994-1995
164	NK-1100 CONTINUOUS CNETRIFUGAL MAC.	1994-1995
165	BATCH TYPE FULLY AUTOMATIC CENTRI.	1994-1995
166	INJECTION/SPRAY WATER PUMPS	1994-1995
167	HYDRAULIC ACCUMULATOR	1994-1995
168	ELECTRIC WEIGHING SYSTEM.	1994-1995
169	5 TONS STEEL YARD WEIGH BRIDGE	1995-1996
170	1ST & 2ND MILL OPEN GEARS PINION	1995-1996
171	1ST CANE CARRIER	1995-1996
172	PUMP & CABLE	1995-1996
173	VACUUM FILTER	1995-1996
174	NEW PIPE LINE	1995-1996
175	BOILER FEED TANK	1995-1996
176	BOILER CONDENSATE STORAGE TANK	1995-1996
177	CENTRIFUGAL OIL SEPARATE FOR FIBRAZOR	1995-1996
178	NEW SYRUP SEPERATOR	1995-1996
179	RETUBING OF EVAPORATION	1995-1996
180	SULPHUR FURNANCE FEED CONTROL SYSTEM	1995-1996
181	VACCUM CRYSTILISER	1995-1996
182	JUICE HYDROCYCLONES	1995-1996
183	60 TONS PAN WITH CONDENSOR	1995-1996
184	RAIN & SHOWER TYPE CONDENSOR FOR 35 PA	1995-1996
185	NEW MILL ROLLER WITH PINION	1995-1996
186	NEW LUBRICATING SYSTEMS FOR MILL	1995-1996
187	COMPUTER PRINTER	1995-1996
188	FIBRISOR TURBINE	1996-97
189	AUTOMATICV. ELECTRIC PANER	1996-97
190	O. C. FILTER STATION	1996-97
191	SULPHUR FURNANCE	1996-97
192	VACCUUM BOOSTER	1996-97
193	MOLASSES CONDITIONER	1996-97
194	PUMP & CABLE	1996-97
195	BOILER WITH PRESSURE CHOUTE	1996-97
196	SUGAR MELTER	1996-97
197	CAPACITOR	1996-97
198	200 H.P.MOTOR	1996-97
199	TOOL & TACKLES	1996-97
200	COMPUTER WEIGHING MACHINE	1996-97

Sl	Name of P&M	Year of Acquisition
201	D. G. SET	1997-98
202	COMPUTER MACHINE	1997-98
203	D G SET	1998-99
204	SUGAR BAG STACKER	1998-99
205	COMPUTER MACHINE	1998-99
206	MILL ROLLER	1998-99
207	MOLASSES TANK	1998-99
208	ELECTRIC WEIGH MACHINE	1998-99
209	MOTORS	1998-99
210	GEAR 99 TEETH	1998-99
211	MAGMA PUMPS	1998-99
212	FEED PUMPS	1998-99
213	NEW 36" * 72" MILLING TANDAM	2000-01
214	NEW H.P. BOILER 50 TONS H.R. WITH	2000-01
215	CHIMINEY & BELT CONVEYOR	2000-01
216	NEW 3000 KED TURBINE WITH CONTROL PANEL.	2000-01
217	NEW TIL. 320 KV D. G..SET	2000-01
218	RAISING FIRM TYPE SEMI KESTENER OF	2000-01
219	OF 850 M2 HEATING SURFACE	2000-01
220	VACCUM PAN 80 TONS WITH CONDENSOR.	2000-01
221	& S.S TUBES	2000-01
222	CONTINUOUS CENTRIFUGAL MACHINE NK1100	2000-01
223	4 NOS.65 TONS WATER COOLED CRYSTALLIZER	2000-01
224	FACTORY LIGHTING	2000-01
225	PLC SYSTEM OF ACF MACHINE	2000-01
226	HPR EXTN. PIPING STATION [PRD]	2000-01
227	JUICE HEATER OF 330 M2	2000-01
228	HEAD PLATE EXCHANGER	2000-01
229	ELECTRONIC COMPUTERISED WEIGHING SYSTEM	2000-01
230	NEW MILLING ROLLER	2000-01
231	SUGAR BAG STACKER	2000-01
232	CONTINIOUS JUICE SULPHITOR	2000-01
233	VAPOUR CELL OF 140 SQ.MTRS.	2000-01
234	S S TUBE FOR VAPOUR CELL	2000-01
235	VERTICAL INJECTION WATER PUMP	2000-01
236	MODIFICATION IN INJECTION WATER PUMP	2000-01
237	HYDRO TESTING PUMP	2000-01
238	WEIGHTED/ SULPHITED JUICE PUMP	2000-01
239	FILM TYPE SULPHUR BURNER	2000-01

Sl	Name of P&M	Year of Acquisition
240	VACCUM FILTER OF 10" X 20"	2000-01
241	LIME CLARIFIER OF 6" X 6"	2000-01
242	NHEC 1503 CONTINUOUS C/F MACHINE	2000-01
243	BBSS MF CONDENSOR & TAIL PIPES	2000-01
244	D-412 BATCH TYPE CONT. M.C 1250 KG.	2000-01
245	SUGAR HOPPER & SUGAR ELEVATORS	2000-01
246	INGERSOLL AIR COMPRESSOR ES	2000-01
247	AIR COOLED CRYSTALLISER OF 90 TONS	2000-01
248	CLEAR JUICE, GEAR, COND, TRANSFER, PUMP	2000-01
249	RIGHT ANGLE VALVE OF 48" AND 18"	2000-01
250	AUTO FEED CONTROL SYSTEM	2000-01
251	INSULATION OF PIPE LINE & MACHINERY	2000-01
252	LATH MACHINE	2000-01
253	320 KVA D G SET.	2000-01
254	CANE UNLOADER EXTENSION	2000-01
255	WATER STORAGE TANK	2000-01
256	MOLASSES STEEL TANK	2000-01
257	HARMONIC FILTER	2000-01
258	EXTENSION OF CANE CARRIER	2000-01
259	RETUBING OF 30 TONS WIL BOILER	2000-01
260	COMPUTER MACHINE	2001-02
261	D412 BATCH TYPE C/F MACHINE 1250 KG.	2001-02
262	AIR COMPRESSOR	2001-02
263	SUGAR GRADER	2001-02
264	EXTENSION OF CAANE CARRIER	2001-02
265	RAISING OF PAN HEIGHT	2001-02
266	SHGIFTING OF CONTINUOUS C/F MACHINE	2001-02
267	80 TONS PAN	2001-02
268	AIR COOLED CRYSTALLISER OF 90 TONS	2001-02
269	SHIFTING OF HSD OIL TANK	2001-02
270	BBSSNF CONDENSOR	2001-02
271	MOLASSES STEEL TANK	2001-02
272	HEIGHT EXTENSION OF SUGAR BIN SYSTEM	2001-02
273	SUGAR DUST COLLECTOR	2001-02
274	MONOPOLE MAGNET FOR SUGAR ELEVATOR	2001-02
275	VIDEO CAMERA WITH MONITOR	2001-02
276	HUB OF COMPUTER	2001-02
277	UPS SYSTEM OF COMPUTER	2001-02
278	JUICE HETER COVER	2001-02

Sl	Name of P&M	Year of Acquisition
279	JUICE FLOW STABILISATION SYSTEM	2001-02
280	MILL ROLLER	2001-02
281	ELECTRONIC AUTO WEIGHING MACHINE-120-K	2001-02
282	90 TONS CRYSTALISER	2002-03
283	SULPHUR BURNER	2002-03
284	4 NOS ZENITH COMPUTER	2002-03
285	2 NOS TVS MSP PRINTER	2002-03
286	2 NOS TVS MSP PRINTER	2002-03
287	SET OF LABORATORY TESTING EQUIPMENT	2002-03
288	ANALYSIS OF SUGAR, ICUMSA, COLOUR	2002-03
289	VAPOUR CELL 2000 M2 HEATING SURFACE	2002-03
290	NEW CYCLONE FOR REPLACEMENT IN 60 TON	2002-03
291	ADDITIONAL CABLE FOR ID FAN	2002-03
292	MOLASSES STORAGE TANK	2002-03
293	MODIFICATION OF PAN NO.7,8, & 9	2002-03
294	SULPHUR BURNER	2002-03
295	NEW SS PIPE FOR JUICE	2002-03
296	MULTIGRADE SAND FILTERS	2002-03
297	ANGLE VALVE FOR JUICE HEATER	2002-03
298	MODIFICATION OF 24" JUICE CLARIFIER	2002-03
299	HYDRAULIC RAB FOR CANE UNLOADER	2002-03
300	MODIFICATION OF PAN NO.9	2002-03
301	NEW BAGASSES CARRIER	2002-03
302	SS GUN FOR SULPHUR BURNER	2002-03
303	NEW CONVEYOR FOR SUGAR BAG DRIVING SYST.	2002-03
304	T12 DG SET 320 KVA	2002-03
305	BIG CAPACITY SYRUP SHLPHITOR	2002-03
306	MODIFICATION OF CANE CARRIER	2002-03
307	WATER COOLED CRYSTALISER	2002-03
308	REGRINDING OF MILL BEARING	2002-03
309	AIR COOLING CRYSTALIZER	2002-03
310	NEW CENTRE LATE FOR VACUUM FILTER	2002-03
311	JUICE SULPHUR VASSELS	2002-03
312	NEW AIR DRYER FOR AIR COMPRESSOR	2002-03
313	MODIFICATION OF 7 NOS.ELECTRONIC W/B	2003-04
314	MODIFICATION OF CLARIFIER 444 TO 5	2003-04
315	MODIFICATION OF JUICE HEATER	2003-04
316	MODIFICATION OF BAGACILLO CYCLONE	2003-04
317	MOLASSES STORAGE TANK	2003-04

Sl	Name of P&M	Year of Acquisition
318	NEW MILL ROLLER & RESHELLED	2003-04
319	MODIFICATION OF HYDRAULIC SYSTEM	2003-04
320	ADDITIONAL RAKE CARRIER IDERS 4 NOS.	2003-04
321	MODIFICATION OF MILLS DRIVING SYSTEM	2003-04
322	CAST STEEL TRAST PLATE	2003-04
323	ENTIRE RETUBING OF IJT BOILER	2003-04
324	BOTTOM TROUGH OF RAKE CARRIER	2003-04
325	ADDITIONAL CABLE FOR FCB KCP C/FMACHI	2003-04
326	SPRING STEEL RUNNER FOR CARRIER	2003-04
327	COOLING WATER SYSTEM FOR FILM TYPE SUL	2003-04
328	MILL HOUSE BELT CONVEYOR	2003-04
329	BAILING HOUSE INSTRUMENTS	2003-04
330	NEW SYSTEM FOR BOOT BLOWER	2003-04
331	PROVISION FOR RUNNING B & W BOILER	2003-04
332	PRESSURE FILTER FOR D.M. PLANT	2003-04
333	OIL COOLER FOR D. G. SET	2003-04
334	POWER CAPACITOR FOR TURBINE	2003-04
335	ADDITIONAL CABLE FOR POWER DISTRIBUTION	2003-04
336	KIRLOSAR CENTRIFUGAL PUMP DB/100/32	2003-04
337	END & CHANNEL PLATE FOR PHE	2003-04
338	CAST STEEL SEAMLESS PIUPE 4"	2003-04
339	POWER CAPACITOR FOR TURBINES	2003-04
340	ADDITIONAL CABLE FOR BOILING GOUSE	2003-04
341	FILTERATE PUMP ST FV 80/32	2003-04
342	RIGHT ANGLE VALVE 450 MM	2003-04
343	HIGH FLOW FUMP	2003-04
344	C.I. WARM & WARM WHEEL FOR CRYZTAILIZER	2003-04
345	ADDITIUONAL CABLE FOR CAPACITY FOR	2003-04
346	ELECTRIC MOTOR FOR HIGH FLOW PUMP	2003-04
347	HARMONIK FILTER FOR FCB KCP C/F MAC.	2003-04
348	MISCELLANEOUS MACHINE	2003-04
349	MOLASSES STORAGE TANK	2003-04
350	NEW MOLASSES PUMP	2003-04
351	CANE UNLOADER.	2003-04
352	L & T CASE BACKIOE LOADER	2004-05
353	NEW CONDENSATE PUMP	2004-05
354	NEW 2 NOS MASSECUTE PUMP	2004-05
355	INSTALLATION OF INJECTION PUMP OF NEW SITE	2004-05
356	REPLACEMENT OF MUD MIXER AND ITS SHAFT	2004-05

Sl	Name of P&M	Year of Acquisition
357	NEW FABRICATION & INSTALLATION OF 1 NO	2004-05
358	B1 MAGMA MIXER	2004-05
359	RETUBING OF NEW SUAD 4TH BODY	2004-05
360	SULPHUR BURNER	2004-05
361	REPLACEMENT OF SAGGED ROOT & SCREEN	2004-05
362	TUBES OF 18 TONS BOILER	2004-05
363	MODIFICATION OF STEAM LINE & BALANCEING	2004-05
364	NEW FIBRIZER HAMMER WITH DEMILE	2004-05
365	ROOFING ABOVE SUGAR HOPPER BELOW PAN	2004-05
366	RETUBING OF OLD SEMI KESTENER	2004-05
367	SHARPLES OF 60" MODEL SINGLE DECK VIBROS	2004-05
368	REPLACEMENT OF WORNOUT FURNANCE TUBE	2004-05
369	DAMAGED TOP COVER OF CLEAR JUICE HEATER	2004-05
370	2 NOS. BELT CONVEYOR FOR FCF MACHINE	2004-05
371	NEW M.C.S. & F.C.S. SYSTEM	2004-05
372	RETUBING OF EVAPORATOR	2004-05
373	NEW MOLASSES STORAGE TANK	2004-05
374	NEW CANE WEIGHING SYSTEM	2004-05
375	RETUBINNG OF OLD SEMI KESTENER	2004-05
376	NEW MOLASSES PUMP	2004-05
377	3 NOS WET SCRUBBER FOR 20,30, & 50 TONS	2004-05
378	NEW MILL ROLLER	2004-05
379	MECHANICAL CALCULATOR FOR PAN NO.9	2004-05
380	100 H.P. 144 R P M ELECTRIC MOTOR	2004-05
381	REPLACEMENT OF DRUMS 10 * 20 SIZES	2004-05
382	2.5 M V TURBO SET	2004-05
383	CONTINUOUS JUICE SULPHITATION VASSELS	2004-05
384	NEW GAS OIL COMBINE BURNER FOR 18 TONS	2004-05
385	INSTALLATION OF INECTION PUMP MOTOR CAB.	2004-05
386	S. S. TUBE	2004-05
387	MODIFICATION OD D C MOTOR	2004-05
388	NEW HDPF ETP PIPE LINE	2004-05
389	MODIFICATION AND BALN.OF CONT KCP MAC.	2004-05
390	HYDROCLIC GRAB FOR CANE UNLOADER	2004-05
391	NEW HEAT EXCHANGER FOR 2 MW TURBINE	2004-05
392	FABRICATION & INSTALLATION OF SUGAR MELTER	2004-05
393	3 NOS WEIGHT SCRUBBER FOR 20, 30, & 50 TON	2004-05
394	WORN OUT S S TUBE REPLACEMENT FOR PAN	2004-05
395	80 TONS PAN BATCH TYPE WITH ACCESS	2004-05

Sl	Name of P&M	Year of Acquisition
396	T. G. SET 3 MW	2004-05
397	RAISING HEIGHT OF NEW EVAPORATOR SET	2004-05
398	REPLACEMENT OF B & C NASCUTE PUMP 8"	2004-05
399	2 NOS VELY CONVEYOR FOR SUGAR GODOWN	2004-05
400	850 SQR.MTR.M.S. EVAPORATION BODY	2004-05
401	SEPARATE PIPE LINE FOR UNSULPHATED SYRUP	2004-05
402	REPLACEMENT OF GEAR MOLASSES PUMP	2004-05
403	SULPHUR BURNER	2004-05
404	270 SR. MTRS. HS. VAPOUR LINE JUICE HEATER	2004-05
405	RETUBING OF NEW QUAD SET 3RD BODY	2004-05
406	COMPLETE COOLING TOWER SPRAY SYSTEM	2004-05
407	NEW HEAT EXCHANGER (COOLER)	2004-05
408	CENTRALISED LIGHT ENERGY SAVING DEVICES	2004-05
409	D-412 BATCH TYPE CENTRIFUGAL MACHINES	2004-05
410	C. S. SIDE ROLLER BEARING DUTY CASTED	2004-05
411	MILLING TANDOM WITH GEAR	2004-05
412	CONDENSET SET FOR 1ST BODY	2004-05
413	TUBEWELL SUBMERSIBLE PUMP SET	2004-05
414	VARIABLE FREQUENCY DRIVE	2004-05
415	ID FAN FOR 30 TONS BOILER	2004-05
416	FIBRISER DOMITE TIPS REPLACEMENT	2004-05
417	SUGAR BAG STICHING MACHINE ACCES.	2004-05
418	DISMENTLING & SHIFTING OF VACCUM CRS.	2004-05
419	65 TON CRYSTALISER	2004-05
420	VERTICLES CRYSTILISER	2004-05
421	SUGAR HOOPER ACF MACHINE	2004-05
422	MODIFICATION OF JUICE SULPHITOR	2004-05
423	DISMENTLING & SETTING OF RAKE CARRIER	2005-06
424	COMPLETE COOLING TOWER SPRAY	2005-06
425	SYSTEM FOR EWNTIRE INJECTION PUMP	2005-06
426	30 TONS BOILER	2005-06
427	SCREW CONVAYOR	2005-06
428	WEIGHT DIGITIZER	2005-06
429	COPPER FLEXIBLE WITH ALUMUNIUM BUSBAR	2005-06
430	INSTALLATION OIL SLIMMER	2005-06
431	TISSUE CULTURE LAB.EQUIPMENT	2005-06
432	C I WORM 72 TEETH	2005-06
433	NEW QUAD BODY	2005-06
434	T. G. SET 3 MW	2005-06

Sl	Name of P&M	Year of Acquisition
435	NEW WEIGHT BRIDGE FOR CANE UNLOADER	2006-07
436	RAISING HEIGHT OF EVAPORATOR SET	2006-07
437	PREFORRETTED UNDER FEED ROLLER	2006-07
438	MASS FLOW METER FOR MIX JUICE	2006-07
439	SPRAY SYSTEM INJECTION HEATER	2006-07
440	RE-MODELLING OF WEIGH BRIDGE	2006-07
441	PLC BASED DCS IN MILL HOUSE	2006-07
442	RENOVATION & IMPROVEMENT OF 320 KVA DG SET	2006-07
443	GRINDING & SLIPRING MOTORS WITH 25 & 40	2006-07
444	HP MOTORS (TRIPTI WIRES)	2006-07
445	CANE UNLOADER WITH GUNTRY	2007-08
446	EXTN. CANE CARRIER & SPLITTING	2007-08
447	GRPF ON 1ST MILL	2007-08
448	RE-TUBING OF IJT BOILER	2007-08
449	RAW JUICE HEATER 330 M2 HEATER	2007-08
450	3000 M2 HEATING SURFACE EVAPORATOR	2007-08
451	DYNAMIC JUICE HEATER 300 M2	2007-08
452	TWIN VERTICAL CRYSTALLISER 450 TONS	2007-08
453	80 TONS PAN WITH CONDENSER	2007-08
454	2 NK 1100 CENTRIFUGAL MACHINE	2007-08
455	MOLASSES TANK	2007-08
456	50 TON IJT BOILER	2007-08
457	VAPOUR CELL	2007-08
458	HOT WATER TUNNEL	2007-08
459	SPRAY POND COOLING SYSTEM	2007-08
460	NEW COLD WATER RECIRCULATION	2007-08
461	40 TON DM PLANT	2007-08
462	SCREW CONVEYOR	2007-08
463	FIBRISOR TURBINE	2007-08
464	CANE UNLOADER GUNTRY (NEW)	2007-08
465	DRETTING OF BAGASSE MILL	2007-08
466	SULPHUR BURNER	2007-08
467	RENOVATION & IMPROVEMENT OF 3 M	2007-08
468	AIR COOLED ELECTROMAGNETIC SUSPENSION	2007-08
469	ELECTRICALS ITEMS FROM HWP	2007-08
470	NEW OC FILTER WITH SHED	2008-09
471	RETUBING OF 50 TON WIL BOILER	2008-09
472	RETUBING OF 30 TON WIL BOILER	2008-09
473	RETUBING OF 16 TON IJT BOILER	2008-09

Sl	Name of P&M	Year of Acquisition
474	RETUBING OF PAN 5	2008-09
475	RESHELLING OF ROLLER	2008-09
476	RENOVATION OF JUICE HEATER	2008-09
477	MODIFICATION OF CENTRIFUGAL MACHINE	2008-09
478	NEW TUBE WELL	2008-09
479	RE-INSTALLATION OF VERTICAL CRYSTILISER	2008-09
480	PANNEL ROOM 50 TON JT BOILER	2008-09
481	CHAIN FOR CANE CARRIER	2008-09
482	CHAIN FOR RAKE CARRIER	2008-09
483	CHAIN FOR BAGASSE CARRIER	2008-09
484	FIBZER HAMMER	2008-09
485	REFURBISHMENT OF 50 TON ON JT BOILER	2008-09
486	ACB FOR OLIVER FEEDER 600 AMP	2008-09
487	PANEL,SWITCHES & STARTER	2008-09
488	REFURBISHMENT OF 320 KVA DG SET	2008-09
489	REFURBISHMENT OF 28' DIA CLARIFIER	2008-09
490	SULPHUR BURNER	2008-09
491	NEW WEIGHBRIDGE TROLLY	2008-09
492	JUICE HYDRO CYCLONE	2008-09
493	NEW EVAPORATOR SET WITH SS TUBES	2008-09
494	PUMP, MOTOR, PANEL IN BOILING HOUSE	2008-09
495	RENOVATION OF FILM TYPE SULPHUR BURNER	2008-09
496	MIXTURE MACHINE OF TISSUE LABORATORY	2008-09
497	NEW REFURBISHMENT OF 50 TON IJT BOILER	2008-09
498	NEW WEIGH BRIDGE 50 T	2009-10
499	7 NOS.NEW WEIGHT BRIDGE 10 T	2009-10
500	CANE UNLOADER NO.1	2010-11
501	CANE UNLOADER NO.4	2010-11
502	NEW CANE CONVEYING PREPERATION	2010-11
503	NEW CANE CHOPPER	2010-11
504	DE SHELLING RESHELLING OF ROLLER	2010-11
505	NEW BAGASSE DISTRIBUTION CHAIN	2010-11
506	NEW CON.BLOW DOWN EXTRACTION FOR 50TON BOILER	2010-11
507	NEW LPHP CHEMICAL DOSING SYSTEM FRO 50TON BOILER	2010-11
508	NEW SOOT BLOWER ROTARY TYPE FOR 50 TON BOILER	2010-11
509	NEW 9 NOS. STEAM VALVES	2010-11
510	NE HP STEAM TRAP	2010-11
511	2NO. TEMPERATURE RECORDER	2010-11

Sl	Name of P&M	Year of Acquisition
512	NEW AIR HEATER TUBES	2010-11
513	NEW HARMONIC FILTER FOR MW KESSELS TURBINE	2010-11
514	NEW DRIVEN END SYSTEM FOR 3MW KESSEL TURBINE	2010-11
515	NEW 725 1000KVA DG SET	2010-11
516	RENOVATION OF ACF MACHINE	2010-11
517	NEW VC2 VAPOUR PIPE LINES	2010-11
518	NEWE CONDENSATE BOTTLE WITH PUMP	2010-11
519	REPLACEMENT OF TUBES IN 4TH QUARD	2010-11
520	REPLACEMENT OF PAN NO.5	2010-11
521	HEIGHT INCREASING INTERCONNECTING OF CRYST	2010-11
522	2NOS. NEW MASSECUITE PUMP	2010-11
523	2NO. SPARE CRAB FOR KCP MACHINE	2010-11
524	INSTRUMENTS FOR MICRO BIO LAB	2010-11
525	ROTORY JUICE SCREEN	2010-11
526	RETUBING OF 16 TON IJT BOILER	2010-11
527	RENOVATION OF EVAPORATOR SET	2010-11
528	CHEMICAL BALANCE ELECTRONIC DIGITAL DISPLAY 5 KG	2010-11
529	400 H.P. MOTOR	2011-12
530	CANE CARRIER MOTOR	2011-12
531	MOTOR 150 HP 960RPM FOR NEW	2011-12
532	SLIP RESISTANCE PANEL	2011-12
533	VFD FOR CANE CARRIER DRIVING	2011-12
534	VFD DRIVE FOR 50 TON JT BOILER	2011-12
535	2MW CAPACITOR PANEL 500 KVA	2011-12
536	PLC BASED CONTROL SYSTEM FOR C/F MACHINE	2011-12
537	NEW SWING TYPE CANE CARRIER	2011-12
538	SEMI KESTNER 3500M	2011-12
539	JICE HEATER 360M	2011-12
540	DIRECT CONTACT HEATER	2011-12
541	SUGAR AUTO WEIGHING MACHINE	2011-12
542	STACKER 32 FIT FOR SUGAR GODOWN	2011-12
543	OLD ACF MACHINE	2011-12
544	INJECTION PUMP VMF 600	2011-12
545	PUMP FOR SULPHITED CLEAR JUICE	2011-12
546	FILM TYPE SULPHUR BURNER	2011-12
547	NEW JUICE SULPHITER	2011-12
548	RETUBING OF PAN NO. 4 & 7	2011-12
549	KESSEL MAKE TURBINE MAIN STEAM	2011-12
550	229MM BLOCK TYPE CHAIN WITH	2011-12

Sl	Name of P&M	Year of Acquisition
551	CANE CARRIER CHAIN WITH SPROKET	2011-12
552	BAGASSE CARRIER CHAIN RBC MBC	2011-12
553	TEFLON PAD HT BOLT RAKE CARRIER	2011-12
554	ROLLER RESHELLING DESHELLING	2011-12
555	BB TUBE 3000MTR	2011-12
556	LOVE JOY MAKE SPACER GEAR FLEX	2011-12
557	HYDRAULIC TROLLY	2011-12
558	DEEP BORE WELL IN BAGASSEY YARD	2012-13
559	NK 100 CONTINUOUS CENTRIFUGAL MACHINES	2012-13
560	CONS. OF CANE CARRIER FLOOR BATH	2012-13
561	SUGAR HOOPER	2012-13
562	50 T WEIGHT BRIDGE	2012-13
563	5 T WEIGHT BRIDGE	2012-13
564	REARRANGEMENT OF CANE YARD	2012-13
565	SEMI KESTNER 3500 M	2012-13
566	DIRECT CONTACT HEATER	2012-13
567	ROLLER RESHELLING & DE SHELLING	2012-13
568	NHECC F 1750	2012-13
569	EXTENSION OF BAGASSEY BELT CONVEYOR	2012-13
570	BELT CONVEYOR AT SUGAR GODOWN	2012-13
571	MASS FLOW METER	2012-13
572	SUCROSCAN 2G SPECTRO PHOTO METER	2012-13
573	MOBILE CANE SEED TREATER- MHAT	2012-13
574	DC DRIVE C PANEL WITH TECHNO GUARD	2012-13
575	SUGAR ELEVATOR	2012-13
576	GPS CANE SURVEY SYSTEM	2013-14
577	NEW FOLDING RAMP FOR CANE LOADING	2013-14
578	NEW DIGITAL POALRY METER	2013-14
579	DC MOTOR DRIVE 450KW X 600HP	2013-14
580	IP CAMERA	2013-14
581	SERVER IBM	2013-14
582	DIGITIZER	2013-14
583	MODIFICATION OF CANE UNLOADER	2014-15
584	MODIFICATION OF MAIN CANE UNLOADER	2014-15
585	NEW RAKE FABRICATION	2014-15
586	NEW ANVIL PLATE SWING DIA FOR FIBRIZER	2014-15
587	DESHELLING RESHELLING OF MILL ROLLER	2014-15
588	CONVERSION OF 2 NOS MILL ROLLER	2014-15
589	NEW MILL CROWN PINION 17 TEETH	2014-15

Sl	Name of P&M	Year of Acquisition
590	LEVELLER MODIFICATION	2014-15
591	NEW MS10 SCREEN PIPE LINE	2014-15
592	NEW SPROKET FOR TUFR	2014-15
593	INST OF RBC NEW DRIVING UNIT	2014-15
594	REPLACEMENT OF BAGASSE CARRIER	2014-15
595	GEAR BOX FOR BAGASSE CARRIER	2014-15
596	RETUBING REFACTORY WORK OF 30	2014-15
597	REPLACEMENT OF BOILER AIR HEATER	2014-15
598	MODIFICATION OF PIPE LINE IN BOILING HOUSE	2014-15
599	SQUARE SHAFT OF VACCUM CRYSTILISER	2014-15
600	COMPLETE STAGING OF NK1100 CF	2014-15
601	HYDRAULIC TROLLEY OF CANE UNLOADER	2014-15
602	SPARES FOR CENTRALISIED SMART	2014-15
603	3 NOS LOAD CELL OF 50 TON TRUCK	2014-15
604	ELECTRIC SULPHUR SYSTEM	2014-15
605	3MW TURBINE FOR GO-GEN	2015-16
606	SYNCHORONIZING OF TURBINES FOR CO-GEN	2015-16
607	SWITCH YARD FOR CO-GEN	2015-16
608	TRANSMISSION LINE FOR CO-GEN	2015-16
609	DC MOTOR DRIVE 450 KW 600HP	2015-16
610	MODIFICATION OF PIPE LINE IN BOILING HOUSE	2015-16
611	MILL ROLLER WITH SHAFT	2015-16
612	AVR	2015-16
613	DC DRIVER PLC PROCESSOR	2015-16
614	MELT SULPHUR PUMP	2015-16
615	ON LINE MONITRING SYSTEM	2015-16
616	10 TON CAPACITY CUP BALL LOAD CELL FOR W/B	2015-16
617	BELT CONVAYOR AT SUGGAR GODOWN	2016-17
618	TRANSMISSION LINE FOR COGEN	2016-17
619	NEW FEED PUMP FOR 30 TON WIL B	2016-17
620	CROSS RAKE CARRIER	2016-17
621	DESHELLING RESHELLING OF MILL	2016-17
622	RAKE	2016-17
623	AIR COMP HEATING COIL VALVE	2016-17
624	DOZING PUMP FOR FCS	2016-17
625	WORN OUT REPLACEMENT OF CLARIF	2016-17
626	REP OF WOR OUT GM BEARING PLAT	2016-17
627	REPLACEMENT OF PIPES IN BOILING HOUSE	2016-17
628	REP OF DAMAGED PLATS FRAME	2016-17

Sl	Name of P&M	Year of Acquisition
629	MODIFICATION OF 30 50 TON BOILER	2016-17
630	AVR FOR 3MW TRIVENI TURBINE	2016-17
631	ELECTRICAL ITEMS	2016-17
632	DC DRIVE PANEL FOR CENTRIFUGAL	2016-17
633	PLANETARY GEAR	2016-17
634	PIPE LINE MODIFICATION -BOILING HOUSE	2017-18
635	PAINT-BOILING HOUSE	2017-18
636	KESSEL TURBINE 3 MW	2017-18
637	CO GEN WORK	2017-18
638	MILL HOUSE ELECTRICMODIFICATION	2017-18
639	MILL HOUSE -SDN RG BOX	2017-18
640	ROLLER DESHELLING RESHELLING	2017-18
641	SDN 710 MILL RG BOX	2017-18
642	HYDRAULIC PUMP	2017-18
643	MILL HOUSE PLANETARY GEAR	2017-18
644	MILL BELT CONVEYER	2017-18
645	ETP MODIFICATION	2017-18
646	LAGON TANK	2017-18
647	BLOWERPUMP ROOM ELECTRICAL PA	2017-18
648	NEW PRIMARY CLARIFIER TANK	2017-18
649	AIRCOMPRESSOR PUMP	2017-18
650	ETP LAB OFFICE	2017-18
651	WATER TREATMENT PLANT	2017-18
652	NEW ENVIRONMENTAL LAB	2017-18
653	NEW NEWEQUALISATION TANK	2017-18
654	PAN NO 10	2017-18
655	MAJOR BUDGET 50T JT BOILER	2017-18
656	MEJAR BUDJUT 30T WILL BOILER	2017-18
657	ELECTRIC DEPT	2017-18
658	REFILING OF FIRE EXTINGUISHERS	2017-18
659	POWER CARD DCS 800	2017-18
660	CHANGE OVER SWITCH 630A	2017-18
661	POWER HOUSE	2017-18
662	320 KVA DG SET	2017-18
663	30 TON WIL BOILER WALL	2017-18
664	TWO CHIMNEY 45 METER	2017-18
665	BOILER HOUSE STEAM LINE	2017-18
666	CANE CARRIER	2017-18
667	CANE UNLOADER	2017-18

Sl	Name of P&M	Year of Acquisition
668	JET COLLING TOWER SYSTEM	2017-18
669	BOILER HOUSE	2018-19
670	POWER HOUSE	2018-19
671	BOILING HOUSE	2018-19
672	INSTRUMENT	2018-19
673	AIR COMP HEATING COIL VALVE	2018-19
674	REPLACEMENT OF PIPES VALVES	2018-19
675	ETP	2018-19
676	COOLING TOWER	2018-19
677	ETP MODIFICATION	2018-19
678	PAN NO.10	2018-19
679	ROLLER DE SE ETC	2018-19
680	BAGASSILLO CYCLONE	2018-19
681	30TPH WIL BOILER	2018-19
682	50 TPH JT BOILER	2018-19
683	POWER HOUSE NEW COOLING TOWER	2018-19
684	AGRICULTURE TOOLS	2018-19
685	MILLING HOUSE	2019-20
686	BOILER HOUSE	2019-20
687	POWER HOUSE	2019-20
688	BOILING HOUSE	2019-20
689	BOILING HOUSE PAN NO.-2	2019-20
690	MFG GENERAL	2019-20
691	INSTUMENTS	2019-20
692	INJECTION PUMP VMF600	2019-20
693	DIRECT CONTACT HEATER	2019-20
694	WEIGH BRIDGE UPDGRATION	2019-20
695	ETP	2019-20
696	ETP MODIFICATION	2019-20
697	CONSTRUCTION OF RESERVOIR TANK	2019-20
698	SPRAY POND COOLING SYSTEM	2019-20
699	PLANT MAINTENANCE STORE	2019-20
700	PLANT MAINTENANCE LABOUR	2019-20
701	UPGRADATION OF ROLLER	2020-21
702	BELLIS TURBINE COUPLING, BAFFLE AND VALVE	2020-21

2. Distillery Division

Sl	Name of P&M	Year of Acquisition
1	MOLASSES STORAGE TANK	1995-96
2	FERMENTATION	1995-96
3	DISTILLATION	1995-96
4	ALCOHOL STORAGE TANK	1995-96
5	BOILER	1995-96
6	TURBINE	1995-96
7	D. SET	1995-96
8	PRIMARY E. T. P.	1995-96
9	SECONDARY E. T. P.	1995-96
10	LAGOON FOR E T P.	1995-96
11	WATER SOFTENING PLANT/DM PLANT	1995-96
12	ELECTRICAL INSTALLATION	1995-96
13	LABORATORY EQUIPMENTS	1995-96
14	WEOGH BRIDGE	1995-96
15	CROISS FLOW COOLING TOWER	1995-96
16	FIRE FIGHTING EQUIPMENTS	1995-96
17	DIESEL STORAGE TANK	1996-97
18	TRACTOR WITH MIXAVATGOR	1996-97
19	E.T.P BLOWERS	1996-97
20	E. T. P.	1996-97
21	FURNANCE OIL TANK	1996-97
22	HARVEST ENGINE PUMP SET	1996-97
23	PREMIONICS PLAANT	1999-2000
24	NEW TELEPHONE EXCHANGE	1999-2000
25	DECANTER CENTRIFUGE MACH.	2000-01
26	ROTARY TWIN LOBE COMPRESSOR 2 NOS	2000-01
27	ALFA LAVAL PLATE HEAT EXCHANGE (MODEL P/2FLT WITH 204 PLATES)	2001-02
28	MAGNETIC THERMEL & ABC HARDWARE	2001-02
29	POWER HOUSE	2002-03
30	D.M.PLANT	2002-03
31	KBS MAKE SUBMERSIBLE PUMP SET FOR WATER SERVICE	2002-03
32	UP-GRADATION OF LAGOON	2003-04
33	NEW TROLLEY VEHICLES MADE IN HOUSE	2003-04
34	ROTO PUMPS 3 NOS	2003-04
35	BOILER HOUSE MODIFICATIONS	2004-05
36	WEIGH BRIDGE 1 KWA UPS FROM NUMERIC POWER SYSTEM	2004-05
37	PRIMARY E T P MODIFICATION	2004-05
38	LABORATORY: ELECTRIC BALANCE	2004-05
39	POWER HOUSE	2005-06
40	BOILER HOUSE	2005-06

Sl	Name of P&M	Year of Acquisition
41	COMPOST TURNER	2006-07
42	MOLASSES PUCCA PIT	2006-07
43	CONSTRUCTION OF NEW COLOUM	2006-07
44	R. O. MEMBRANCE PLANT	2006-07
45	REVAMPING OF FERMENTATION SECTION	2006-07
46	REVAMPANING OF PRIMARY ETP	2006-07
47	ETHANOL PLANT	2007-08
48	NEW BOILER	2007-08
49	NEW FERMENTATION NO. 4	2007-08
50	ETHANOL PLANT	2007-08
51	WORKSHOP	2007-08
52	ROCHEM RO PLANT	2008-09
53	RETUBING AND RENOVATION OF BOILERS	2009-10
54	FERMENTATION COLOUMN	2009-10
55	AUTOMATIC BURNER FROM SUPERMAX	2010-11
56	SECONDRY ETP	2011-12
57	SCREW FLOW PUMP IN LAGOON	2011-12
58	FERMENTATION-SOLID BOWL CENTRIGUGE	2011-12
59	UPGRADATION OF FERMENTOR	2012-13
60	NEW PRE-FERMENTOR	2012-13
61	NEW RECTIFICATION COLOUMN	2012-13
62	PLATE TYPE HEAT EXCHANGE	2014-15
63	CCTV CAMERA	2014-15
64	NEW BIO-GAS PIPE LINE	2014-15
65	M.S.PIPE FOR MOLASSES STORAGE TANK	2015-16
66	NEW WATER PUMP FOR LAGOON	2015-16
67	DIGITAL ELECTRONIC WEIGH BRIDGE OF 100 MT	2015-16
68	MEE PLANT	2016-17
69	NEW BIO-GASS SUPPLY PIPE LINE	2017-18
70	NEW DIGESTOR	2017-18
71	NEW DATA CONNECTIVITY	2017-18
72	2 NOS RUGGED TROLLED PIEZOMETER	2018-19
73	1 NO. M15- MFM PLAT HEAT EXCHANGER	2018-19
74	PUMPS FOR EVAPORATOR	2018-19
75	CPU & BIO-TOWER	2019-20
76	NEW ETHANOL STORAGE TANK NO.9	2020-21
77	NEW CPU / CPU BIO - TOWER	2020-21
78	MULTI EFFECT EVAPORATOR :-	2020-21
79	NEW ETHANOL PLANT :-	2020-21

3. Harabhara Unit

Sl	Name of P&M	Year of Acquisition
1	HARABHARA PLANT & MACHINERY	2004-05
2	HARABHARA FURNACE CHAMBER & DRIER	2006-07
3	HARABHARA-FURNACE CHAMBER	2009-10

4	HARABHARA-MIXER PLANT	2009-10
5	NEW AEROTILLER	2017-18

D. Furniture and Fixtures:

Sl	Asset Description	Year of Acquisition
A	Sugar Plant-Furniture	
1	Exhaust Fan	2009-10
2	VideoconWindowAC1.5Tons.	2009-10
3	Stabilizer	2009-10
4	8 nos.F.T.Monitor	2009-10
5	11 nos.L.M.Chairsw/o Arms	2009-10
6	9439	2009-10
7	Invertor-Zenith Make	2009-10
8	Godrej Refrigerator	2009-10
9	Micromax Mobile HandSet	2009-10
10	Deldes Top Computer	2009-10
11	PrinterHP2418	2009-10
12	VideconTV21"	2009-10
13	Micromax & Huawei Mobile(6Nos.)	2009-10
14	Kurlon Mattress	2009-10
15	Kurlon Mattress	2009-10
16	HCL Desk Top(4Nos)	2009-10
17	Printer(4nos)	2009-10
18	QuickHeal(4 Nos.)	2009-10
19	Jute Matting	2009-10
20	FibreChair6&FibreTable1	2009-10
21	Bedwith Pillow(2Nos.)	2009-10
22	Curtain Cloth	2009-10
23	Steel Almirah	2009-10
24	Double Bed Plung	2009-10
25	Double Bed Gadda with Pillow	2009-10
26	Pillow	2009-10
27	UPS (3Nos.)	2009-10
28	System	2009-10
29	Kurlon Mattress	2009-10
30	Curtain Cloth	2009-10
31	Cloth for Easy Chair	2009-10
32	Velvat Mat	2009-10
33	Double Bed Plung (2 Nos.)	2009-10
34	2 Pcs Laptop Acer	2009-10
35	Mattress	2010-11

Sl	Asset Description	Year of Acquisition
36	Celling Fan	2010-11
37	Celling Fan	2010-11
38	Sofaset withCentre Table	2010-11
39	Symphony Air Cooler	2010-11
40	Symphony Air Cooler	2010-11
41	5KVAUPS	2010-11
42	3KVAUPS	2010-11
43	LG2TonWindowAC-2nos.	2010-11
44	CCTVCamer2&Charger1	2010-11
45	Revolving Chair	2010-11
46	SteelAlmirah-2nos.	2010-11
47	Refrigerator-2nos.	2010-11
48	Kurlon Mattress(78x60x3)	2010-11
49	Kurlon Mattress(78x60x3)	2010-11
50	SofaSet	2010-11
51	Dining Table with Chair	2010-11
52	DeskTopHCL-5nos.	2010-11
53	Kurlon Mattress(78x60x3)	2010-11
54	Kurlon Mattress(78x60x3)	2010-11
55	Kurlon Mattress(78x60x3)	2010-11
56	Double Bed Plung	2010-11
57	Chair-nos.	2010-11
58	Double Bed Plung	2010-11
59	Chair-4nos.	2010-11
60	Dining Table with Chair	2010-11
61	Steel Almirah	2010-11
62	Onida TV	2010-11
63	Wipro Printer	2010-11
64	Wipro Printer	2010-11
65	HPLJ1008Printer	2010-11
66	Lenova Desktop	2010-11
67	Monitor	2010-11
68	L.G Air Conditioner	2011-12
69	Voltas Air Conditioner	2011-12
70	L.G window Air Conditioner	2011-12
71	L.Gair Conditioner Lwaserzed	2011-12
72	Stabilizer	2011-12
73	L.G air Conditioner	2011-12
74	Lenovo Computer Set	2011-12
75	BajajSWHeaterShakti15Ltr	2011-12
76	Orpat Element Heater	2011-12
77	Revolving Chair	2011-12

Sl	Asset Description	Year of Acquisition
78	Kurl-on-Mattress	2011-12
79	Pack	2011-12
80	Pack	2011-12
81	12V65AHExidePowersafeBattery	2011-12
82	Kurl-on-Mattress	2011-12
83	Kurl-on-Mattress	2011-12
84	SteelAlmirah	2011-12
85	Cooler	2011-12
86	SteelAlmirah	2011-12
87	SofaSet	2011-12
88	Mattress	2011-12
89	VaccumCleanerBOSCH	2011-12
90	AirConditionLG	2011-12
91	AirConditionLG	2011-12
92	RevolvingChair	2011-12
93	GodrejFreeze	2011-12
94	MicrotekDouble Battery	2011-12
95	H.P.Printer	2011-12
96	H.P.Scanner	2011-12
97	CushionChair	2011-12
98	RevolvingChair	2011-12
99	RevolvingChair	2011-12
100	AquasureNanoRO	2011-12
101	Almirah	2011-12
102	AvonCycle	2011-12
103	Attendance Machine	2011-12
104	KentWaterPurefire	2011-12
105	PhotocopyMachine	2011-12
106	BlackberryPlayBook32GB	2011-12
107	BlackberryPlayBook16GB	2011-12
108	RalliwolfMakeBlower	2011-12
109	DeskTopLenovo57-302345	2011-12
110	Laptop-CQ62-455TU-Campaq	2011-12
111	Laptop-CQ62-452TU-Compaq	2011-12
112	CanonXerox	2011-12
113	Desktop-Lenova	2011-12
114	LenovoDesktop	2011-12
115	AppleIpad-32GB	2011-12
116	LenovoDesktop	2011-12
117	LenovoDesktop	2011-12
118	SymphonyAirCooler	2012-13
119	GodrejA.C.1.5Ton	2012-13

Sl	Asset Description	Year of Acquisition
120	20" Cooler	2012-13
121	Sofa Set with Chair	2012-13
122	Godrej A.C. 1.5 Ton	2012-13
123	Cooler Pad	2012-13
124	Cooler 20"	2012-13
125	Godrej Refrigerator	2012-13
126	BlackBerry 8530 A000000 ICE	2012-13
127	Wipro Printer	2012-13
128	HCL Desktop with Printer	2012-13
129	Air Conditioner	2012-13
130	L.G. Air Conditioner	2012-13
131	L.G. Refrigerator	2012-13
132	Water Heater	2012-13
133	Double Bed	2012-13
134	Mattress	2012-13
135	Sofa Set	2012-13
136	Centre Table	2012-13
137	Dressing Table with Glass	2012-13
138	Fibre Chair	2012-13
139	Kent Filter	2012-13
140	LaserJet printer	2012-13
141	Computer Desktop	2012-13
142	Computer Desktop	2012-13
143	Samsung LED TV	2012-13
144	HP 1020 Printer	2012-13
145	Sleepwell Mattress	2012-13
146	Sony DSCS5000 Cam with DND	2012-13
147	Heat Convector	2012-13
148	Desktop - Lenovo 57-306155	2012-13
149	HeroJet Cycle	2013-14
150	Mattress	2013-14
151	Air Conditioner	2013-14
152	Air Conditioner	2013-14
153	OffLine UPS (Microfok 8WVA)	2013-14
154	HP LaserJet Printer	2013-14
155	Cooler	2013-14
156	C.G. Storage Water Heater	2013-14
157	Canan Scanner	2013-14
158	HCL Desktop	2013-14
159	HCL Desktop	2013-14
160	Metal Detector with Charger	2013-14
161	HCL Desktop	2013-14

Sl	Asset Description	Year of Acquisition
162	GodrejChair	2013-14
163	10KVAUPSSystemwithDCPower	2013-14
164	RoomHeater,BajajKettle	2013-14
165	KeyBoard,HCLDeskTopetc	2013-14
166	HCLDeskTopwithMonitor	2013-14
167	20Chair,20WoodenTable	2013-14
168	StarTVSPrinter	2013-14
169	Usha16"HelixHi-SpeedFan	2013-14
170	Insulation&testgofCCTVCamera	2013-14
171	PowerCableMonitor	2013-14
172	Time Standalone,SuperHADCol.	2013-14
173	CCTVCamera&Accessories	2013-14
174	CCTVCamera&Accessories	2013-14
175	CCTVCamera&Accessories	2013-14
176	ElectronicWeighingScale	2013-14
177	SamsungDVD	2013-14
178	Cassette&LCD	2013-14
179	AquaguardHi-Flow	2013-14
180	FibreChair	2013-14
181	1.5TonAirConditioner	2013-14
182	LapTop4,DeskTop2,Printer3	2013-14
183	LapTopDell	2013-14
184	AccessPoint,ThrnetWIFIPCICard	2013-14
185	DoublebedPlung	2013-14
186	Sofa	2013-14
187	PlasticChair	2013-14
188	Matress	2013-14
189	SteelAlmirah	2013-14
190	DressingTable	2013-14
191	Desert Cooler	2013-14
192	GodrejZunnaKingBed	2013-14
193	AirConditioner	2013-14
194	Refregerator	2013-14
195	DesktopLenovo	2013-14
196	WaterCoolerpipelineaccessories	2014-15
197	ExhaustFan	2014-15
198	Cooler	2014-15
199	ExhaustFan	2014-15
200	ExhaustFan	2014-15
201	ProjectionScreen	2014-15
202	CoolerStand	2014-15
203	UtensilforGuestHouse	2014-15

Sl	Asset Description	Year of Acquisition
204	DeskTop	2014-15
205	CanonScanner	2014-15
206	LineMatrixPrinter	2014-15
207	CromptonGeyser	2014-15
208	LaserPrinterHP1020	2014-15
209	RevolvingChair	2014-15
210	WaterHeater	2014-15
211	Geysor	2014-15
212	MobileSet	2014-15
213	DeskTop	2014-15
214	Printer132ColumnEX330Dx	2014-15
215	ComputerAccessories	2014-15
216	ServerRake	2014-15
217	190Ltr.GodrejRefrigerator	2014-15
218	AC	2015-16
219	ComputerDesktopCompleSet	2015-16
220	MobileSet	2015-16
221	Printer132coloumnsEX330DX	2015-16
222	ComputerDesktopCompleteSet	2015-16
223	EmergencyLight	2015-16
224	TaurusSafe	2015-16
225	DellDesktopOPTIPLEX3020FF	2015-16
226	Desktop	2015-16
227	DesktopDellVOSTROI3900ST	2015-16
228	ACWITHSTABILIZER	2016-17
229	PRINTERHEADWIPRO	2016-17
230	CHAIRWITHCUSHION	2016-17
231	REVOILINGCHAIR	2016-17
232	WEIGHTMACHINE100KGCAPICITY	2016-17
233	WATERPURIFIER	2016-17
234	INVERTERWITHBATTERY	2016-17
235	LASERJETPRINTER	2016-17
236	UPS600VAWITHBATTERY	2016-17
237	1TONSPLITAC	2016-17
238	DELLDESKTOP	2016-17
239	DELLDESKTOP	2016-17
240	MOBILEPHONE	2016-17
241	LASERPRINTER	2016-17
242	OfficeEquipment-MobilePhone	2017-18
243	PIANOSWITCH5AMP	2017-18
244	PIANOSWITCH 15AMP	2017-18
245	PIANOTYPESOCKET3PIN	2017-18

Sl	Asset Description	Year of Acquisition
246	PENDRIVE16GB	2017-18
247	RAMDDR-2(2GB)	2017-18
248	H.P.1020PRINTERROLL(TEFLON ROLLER)	2017-18
249	H.P.1020PRINTERTEFL	2017-18
250	H.P.PRINTER88ACART	2017-18
251	H.P.PRINTER88A DRUM	2017-18
252	H.P.PRINTER88AMEGN	2017-18
253	WEIGHTMACHINE100KG	2017-18
254	SPARERUBBERTYPECOUP PH-140	2017-18
255	NEWCYCLE	2017-18
256	DININGCHAIR	2017-18
257	DININGTABLE.	2017-18
258	SOFASET.	2017-18
259	PLASTICCHAIR	2017-18
260	PLASTICTABLE	2017-18
261	DOUBLEBEDMATTRESS	2017-18
262	STEELALMIRAH	2017-18
263	COOLER	2017-18
264	REFRIGERATOR145LTR	2017-18
265	DRESSINGTABLEWITHST	2017-18
266	REFRIZRETOR185LTR.	2017-18
267	600VA LUMNUSUPS	2017-18
268	LAPTOPDELLCDC 1.7GHZ4 GB\500GB15.6	2017-18
269	RIBBONREFILLPACK132NOS	2017-18
270	HHTMACHINCARTRIDGEMROL(PRODOT)	2017-18
271	COMPUTERRAMDDR2(2(NOS	2017-18
272	AirPurifier	2017-18
273	1Table&chair	2018-19
274	Handstichingmachine	2018-19
275	WATERPURIFIER	2018-19
276	Footpump	2018-19
277	DoubleBedwithmattress	2018-19
278	2nos.Cooler	2019-20
279	Cooler	2019-20
280	2nosRefrigerator	2019-20
281	ComputerPrinter	2019-20
282	2nosrevolvingChairs	2019-20
283	1no.revolvingchair	2019-20
284	LED TV80CM	2019-20
285	Computer	2019-20
286	HP1020Printer	2019-20
287	BATTERY12VOLT180MAH24	2020-21

Sl	Asset Description	Year of Acquisition
288	INVERTERECOVOLTS\WAVEUPS	2020-21
289	SCANNER	2020-21
290	COOLER	2020-21
291	REFRIGERATOR215LTR	2020-21
292	REVOLVINGCHAIR	2020-21
293	LaserJetCanonPrinter	2020-21
294	ScannerCannon	2020-21
B	Distillery-Furniture	
1	H.P.LaserJetModel-P1007	2009-10
2	SteelAlmirah	2009-10
3	House	2010-11
4	L.G.Refrigerator	2011-12
5	Refrigerator	2012-13
6	Air-conditioner	2012-13
7	ComputerChair&OfficeChair	2012-13
8	Refrigerator	2012-13
9	Camera(DDNSDevice)	2015-16
10	16nos.BatteryofExcide	2018-19
11	2 SetComputer	2019-20
C	Harabhara-Furniture	
1	PadastalFan	2012-13

E. VEHICLES

Sl.	Name of P&M	Acquisition
1	1N01035TRACTORBR30-1741	94-95
2	ESCORTS LOADER MODEL 710 CHASSIS NO. 71/071/699NOBR30-5659	SEPT'99
3	HYDRAULICTRAILORFROM AGRICULTURE TECH.ENG.	NOV'02
4	HYUNDA ELECTRA CARNO.WB02S-7661KOLKATA	SEPT'04
5	MAHINDRATRATOR ENGINENO.R1601169WITHALLFITTINGS	JAN'05
6	MAHINDRA TRACTOR MG 804ENGINENO.8040113560BR30A7592	JAN'05
7	HEROHONDAMOTORCYCLENO.BR30- 8543	AUG'05
8	AIRCONDITIONERFORJEEP	JUN'03
9	INNOVATOYATANO.WB16R-1748	FEB'06
10	TRACTORMODEL-7500(HOLLAND)	FEB.'06
11	MahindraTractor	Mar.,08
12	HMTTractor3522FX	April,10
13	PusherCycle-2nos.	June,10

14	HeroCycle	Sep,10
15	FrontEndLoaderforBullMachine	Jan,11
16	FrontEndLoaderforBullMachine	March,11
17	NewHolland7500Tractor-75HP	Sep,2011
18	DhoomDeereTractorModel5310-55 HP	Dec,2012
19	DhoomDeereTractorModel5310-55 HP	Dec,2012
20	2nos.HydraulicTrolley	Mar,13
21	HyundaiVerna-WB-02AA/8759	Sep,12
22	CARNo.WB02AF-0645	March,2014
23	CARWB06B5759	Feb,18

CONDITIONS FOR BIDDERS APPLYING IN CONSORTIUM

A Consortium shall additionally comply with below mentioned provisions in respect to Bids submitted by Consortiums.

Where a bid is being submitted by a Consortium, the bid along with all requisite documents required to be submitted pursuant to this E-Auction Process Document shall be signed by a person duly authorized by the Lead Member.

The following documents should be submitted in addition to the documents as specified in clause F (a) of the E-Auction Process Document:

- a. Duly Notarized copy of Memorandum of Understanding or agreement of Joint Venture.
- b. Duly Notarized Irrevocable Power of Attorney authorizing the lead member to represent and act on behalf of the members of the Consortium in accordance with sl (e) and (f) below.

In the event the prospective bidder is a Consortium, it shall comply with the following requirements (unless waived or relaxed by the Liquidator):

- a. Person cannot be part of more than 1 (one) Consortium submitting the bid for the Company,
- b. The Consortium would be required to have a Lead Partner, who should have the authority to bind, represent and take decisions on behalf of the Consortium. The Lead Partner must have a minimum profit/voting share of 25% in the Consortium;
- c. The consortium, in aggregate, should fulfil the net worth and turnover or total assets under management or committed funds available criteria as provided in Clause E.
- d. The Consortium shall submit the copy of Consortium agreement entered into between the Consortium members, setting out the respective obligations of the Consortium members;
- e. Each member of the Consortium shall nominate and authorize the Lead Member to represent and act on behalf of the members of the Consortium by way of an Irrevocable Power of Attorney for nomination of Lead Partner of this E-auction process document; and if a Letter of Intent is issued to such Consortium then such Letter of Intent shall be issued to the Lead Member on behalf of the Consortium;
- f. The Irrevocable Power of Attorney shall categorically authorize the Lead Member to submit / execute / amend / alter / modify requisite declarations / affidavits / submissions and documents and explanations on behalf of the consortium and that the members shall be jointly and severally liable for the actions performed by the Lead Applicant.
- g. the Lead Member shall be the single point of contact on behalf of the Consortium with the Liquidator and the SCC, their representatives and advisors in connection with all matters pertaining to the Consortium; and shall receive instructions and submit the bid on behalf of all the Consortium members including prepare and submit all related documents/ clarifications, for and on behalf of the Consortium, and to agree and finalize the terms and conditions of the bid;
- h. the members of the Consortium shall be jointly and severally liable in respect of obligations under the E-auction Process Document Undertakings, the bid and for the implementation of the Successful Bid;
- i. If a Bidder wants to add/remove members to form or change a Consortium, the same

- may be allowed, subject to consent/ approval of the Liquidator;
- j. the Lead Member shall not change its shareholding in the Consortium without prior approval of the Liquidator;
 - k. No dispute amongst the constituents of the Consortium (including the Lead Member), shall affect the obligations of the Consortium and/ or the members of the Consortium under this E-auction process document and the bid;
 - l. A Person shall submit only 1 (one) bid, either individually as a bidder, or as a constituent of a Consortium. A Person who submits, or participates, directly or indirectly, in more than one Bid will cause all the Bids in which such Person has participated (directly or indirectly) to be disqualified at the Liquidator's discretion; and
 - m. Each member of the Consortium shall be considered a prospective bidder within the meaning of the IBC 2016 and each member of the Consortium shall be bound by the obligations undertaken in the bid;
 - n. The net worth and turnover/AUM or committed funds requirement for the Consortium of the Successful Bidder will continue to be applicable until the entire consideration is paid by such Successful Bidder.

EARNEST MONEY - BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution, purchased in the name of the Guarantor Bank)

To
Mr. Neeraj Jain,
Liquidator-Riga Sugar Co. Limited (In Liquidation)
Chatterjee International Centre, Unit 1, 14th Floor,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071,
through Liquidator (“Company” or “Beneficiary”)

WHEREAS

- A. [Insert name of the Bidder] incorporated in [India] / [insert name of country where guarantor is incorporated] under the [Companies Act,[1956/2013]] / [insert name of legislation under which the entity is incorporated] with corporate identity number [•], whose registered office is at [insert address] (“Bidder”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR 1,50,00,000 (Indian Rupees One Crore Fifty Lakh only) in accordance with the terms of the E-Auction Process Document dated [•] (“E-Auction Process Document”) issued by the Liquidator seeking submission of bids for RIGA SUGAR CO. LIMITED (IN LIQUIDATION) for sale as a going concern.
- B. This bank guarantee is required to be issued in favour of the Beneficiary, as per the terms of the E-Auction Process Document.
- C. We, [insert name of the bank] having our registered office at [insert address] (“Bank”) at the request of the Bidder, do hereby undertake to pay to the Beneficiary at [Kolkata] an amount not exceeding INR 1,50,00,000 (Indian Rupees One Crore Fifty Lakh only) to secure the obligations of the Bidder under the E-Auction Process Document on demand from the Beneficiary on terms and conditions herein contained.
 1. Now therefore, the Bank hereby issues in favour of the Beneficiary this irrevocable and unconditional payment bank guarantee (“Guarantee”) on behalf of the [Insert name of the Bidder] for an amount.
 2. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Beneficiary without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand made by the Beneficiary, a sum not exceeding the aggregate amount of INR 1,50,00,000 (Indian Rupees One Crore Fifty Lakh Only).
 3. This Guarantee shall be valid and binding on the Bank up to and including **[Insert date of validity of the Earnest Money]** and shall in no event be terminable by notice or any change in the constitution of the Bank or the Beneficiary, by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

4. The Bank hereby expressly agrees that the demand made on it under this Guarantee shall be conclusive evidence of that such payment is due and the Bank shall not require any other proof, in addition to the written demand from Beneficiary, made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the Beneficiary.
5. The Bank shall make payment hereunder notwithstanding any objection by **[Insert name of the Bidder]** and / or any other person or any dispute(s) raised by the **[insert name of the Bidder]** in any suit or proceeding pending before any court or tribunal relating thereto and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.
6. This Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at Kolkata, West Bengal shall have exclusive jurisdiction. The Bank represents that this Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.
7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.
8. This Guarantee shall be a primary obligation of the Bank and accordingly the Beneficiary shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Bank waives any such right to that extent.
9. The Bank further unconditionally agrees with the Beneficiary that the Beneficiary shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time: (i) Vary and/or modify any of the terms of the E-Auction Process Document; (ii) Extend and/or postpone the time of performance of the obligations of the Bidder under the E-Auction Process Document; or (iii) Forbear or enforce any rights exercisable by the Beneficiary against the Bidder under the terms of the e-auction Process Document and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under the Guarantee.
10. The Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.
11. Our liability under this Guarantee is restricted to INR 1,50,00,000 (Indian Rupees One Crore Fifty Lakh only) and it shall remain in force until [Insert Earnest Money Validity Date], with an additional claim period of 6 (Six) months thereafter.

12. Failure to re-issue or extend this Guarantee in accordance with Clause 11 above shall entitle the Beneficiary to invoke this Guarantee.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on thisday of..... at.....

Witness:

1..... Signature Name and Address. Name:

2.

Designation with Bank Stamp Name and Address

Attorney as per power of attorney No

For: [Insert Name of the Bank] Banker's Stamp and Full Address: Dated this day of 20

Notes: • The Stamp paper should be in the name of the Bank.

FORMAT B

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE COMPANY

To
To
Mr. Neeraj Jain,
Liquidator-Riga Sugar Co. Limited (In Liquidation)
Chatterjee International Centre, Unit 1, 14th Floor,
33A, Jawaharlal Nehru Road,
Kolkata – 700 071,
Liquidator

[Copy to:]
[Insert name of the Bidder with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of RIGA SUGAR CO. LIMITED (IN LIQUIDATION) for sale as a going concern.

In light of the bid for RIGA SUGAR CO. LIMITED (IN LIQUIDATION) for sale as a going concern submitted by **[Insert name of the Bidder with address]** in accordance with and subject to the provisions of the E-Auction Process Document dated **July 27, 2023** in relation to the captioned transaction (“E-Auction Process Document”), issued by the Liquidator, **[Insert name and address of the Associate Company and address of the head office]** hereby declares and confirms it is [an / the] **[Insert relationship of the Associate Company with the Bidder]** of the Bidder (“Associate Company”), and the payment of the Earnest Money amount vide **[Insert mode of payment]** (“Payment”) is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of this E-Auction Process Document and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the E-Auction Process Document.

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with Applicable Law.
Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Document.

Thank you.
Yours sincerely,
[Signature and name of the Authorized Officer of the Associate Company]
Rubber stamp/ seal of the Associate Company

ACKNOWLEDGMENT

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

Yours sincerely,

[Signature and name of the Authorized Officer of the Bidder]
Rubber stamp/seal of the Bidder

(on the letterhead of the Interested Bidder)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF [Insert name of the Interested bidder] ("COMPANY") IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the public announcement dated [●] ("Public Announcement"), and subsequent to the E -Auction Process Document dated [●], issued by the Liquidator on behalf of M/s Riga Sugar Co. Limited (In liquidation) in relation to the acquisition of the asset of the said Corporate Debtor as a going concern in accordance with the Sale Notice, the Company is interested to participate in the auction process.

In view of the above, the Board has resolved as follows:

"RESOLVED THAT any of the directors of the Company, be and is hereby authorized to take all the steps required to be taken by the Company for participating and bidding in the auction process in accordance with the terms of the E - Auction Process Document, including the following:

- a) participating in the auction process and submit and sign other requisite documents, in accordance with the terms of the E-Auction Process Document dated _____
- b) execute all other agreements, deeds, writings and LOI as may be required in relation to the auction process, including any amendments or modifications as may be suggested by the Liquidator;
- c) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard."

"RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of [the Company Secretary / any two of the Directors of the Company]."

Certified to be true

For the Company

(Name of Director)
(Designation)
Date:
Place:

Director(s) / Company Secretary Notes:

- a) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- b) In case of the Board resolution is from a company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the company.
- c) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.
- d) The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the Company.