

2nd E-AUCTION PROCESS INFORMATION DOCUMENT

IN THE MATTER OF:

**LAGROWTH ASSOCIATES PRIVATE LIMITED (IN LIQUIDATION)
(FORMERLY KNOWN AS MONTAGE SALES PRIVATE LIMITED)**

C.P. No. IB-796(ND)/2022

UNDER THE INSOLVENCY & BANKRUPTCY CODE, 2016

IN THE NATIONAL COMPANY LAW TRIBUNAL,

NEW DELHI BENCH - IV AT NEW DELHI

**Invitation of Bids for e-Auction of Sale of the assets of
M/s Lagrowth Associates Private Limited (“In Liquidation”) collectively
under Regulation 32(c) 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”**

Date of Publication of Advertisement: Thursday, 20th June, 2024

Date of e-Auction: Tuesday, 23rd July, 2024 at 3:00 P.M to 5:00 P.M

Document issued by:

Ms. Soniya Gupta

Liquidator of Lagrowth Associates Pvt. Ltd.

(formerly known as Montage Sales Private Limited)

Reg. No. IBBI/IPA-002/IP-N01155/2021-2022/13863

Office Address & Contact details of Liquidator:

135, LGF, SS Plaza, Mahavir Enclave, Palam Dabri Road,
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Contact No.: 011-49324645

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2nd E-AUCTION UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

Invitation of bids in 2nd E-Auction of Assets of M/s Lagrowth Associates Limited (in Liquidation) Under the Provisions of Insolvency and Bankruptcy Code, 2016 (“Code”)

The Sale of the assets of M/s Lagrowth Associates Private Limited (In Liquidation) (the “**Company**” or “**Corporate Debtor**”) shall be in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 and under Regulation 32 (c) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. The sale/auction will be done by the undersigned, being in the capacity of Liquidator, through e-auction platform at the web portal of <https://ncltauction.auctiontiger.net> Date of e-auction is 23.07.2024 from 03:00 PM to 05:00 PM with unlimited automatic extension of five minutes, if any bid is received during the last 5 (five) minutes.

Sl. No.	Description	Remarks
1.	Event Type	E-Auction under Liquidation Process
2.	Property/Assets Details	Sale of set of assets collectively
3.	Seller/Borrower Name	M/s. Lagrowth Associates Private Limited (in Liquidation)
4.	Submission of Bid Application Form Start date	20.06.2024
5.	Submission of Bid Application Form End date	05.07.2024
6.	Refundable Participation Deposit Amount to be submitted alongwith Bid Application Form	<p>Refundable Participation deposit of Rs. 10 Lakh is required to be submitted by the prospective applicants along with Bid application form.</p> <p>The aforesaid Deposit is to be remitted in the Bank Account as mentioned herein below:</p> <p>By way of NEFT/ RTGS:</p> <p>Account Name: M/s. Lagrowth Associates Private Limited (Liquidation)</p> <p>Account No: 344505001098</p> <p>Bank Name: ICICI Bank</p>

		Branch: Hauz Khas IFSC Code: ICIC0003445
6.	Auction Start date & Time	23.07.2024 from 03:00 PM
7.	Auction End date & Time	23.07.2024 till 05:00 PM
8.	Mode of Submission of Bid Application Form	Online/Offline
9.	Mode of Auction	E-auction (online only)
10.	E-Auction website	https://ncltauction.auctiontiger.net
11.	Auction method	E-Auction
12.	Inspection of documents of Assets	10.07.2024 to 16.07.2024 (Between 10.00 AM and 05.00 PM)
13.	Reserve Price and Earnest Money Deposits (EMD)	Reserve price: Rs. 17,00,02,000.00 EMD: Rs. 1,70,00,200.00
14.	Last date for receiving EMD	19.07.2024 by 06.00 PM
15.	Increment Value	Rs. 50,000/- (Rupees Fifty Thousand)
16.	EMD Payable in favor of & Payable at:	By way of NEFT/RTGS: Account Name: M/s. Lagrowth Associates Private Limited (Liquidation) Account No: 344505001098 Bank Name: ICICI Bank Branch: Hauz Khas IFSC Code: ICIC0003445
17.	Auto extension	Auto Extension of Five minutes

To know more or to participate into the E Auction please contact or Email to M/s E-Procurement Technologies Limited (Auction Tiger) (Contact: Mr. Praveenkumar Thevar at +91- 9722778828, E-mail: praveen.thevar@auctiontiger.net) and for assets related issue please contact Ms. Soniya Gupta, Liquidator in the matter, at +91- 9811287070 or Email at cirp.lagrowthapl@gmail.com or contact Ms. Isha Arora (Team Member of Liquidator) at Mob: +91 8130249927.

NOTE:

1. This 2nd E-Auction Process Information Document is issued only for the Bidders interested in participating in the e-auction process of Collective sale of assets of the company of M/s. Lagrowth Associates Private Limited (In Liquidation).
2. The terms and conditions, deadlines etc. for participating in the e-auction are provided in this 2nd E-Auction Process Information Document.
3. The timelines, notifications, updates and other details for the e-Auction Process are available on the website (www.lagrowthassociates.co.in) of Lagrowth Associates Private Limited (In Liquidation) and will also be available on the website / link of the E-Auction Service Provider (<https://ncltauction.auctiontiger.net>). Bidders desirous to submit their Bid have to submit their Bids on E-Auction portal of the E-Auction Service Provider, which shall be published on the website M/s Lagrowth Associates Private Limited (In Liquidation).
4. The term “Sale of set of assets collectively” wherever used in this document shall mean, Sale of assets of the Company collectively in accordance with the provisions of Insolvency and Bankruptcy Code, 2016 (Code), Liquidation Process Regulations and this E-Auction Process Information Document.
5. The Liquidator assumes no responsibility of the quality of assets proposed for sale. It will be assumed that buyers/bidders/applicants have submitted their bid in full knowledge of all facts. No claim or dispute will be raised by them in respect of any of the items at any stage of the process or hold the Liquidator or any of her representative(s) liable on any account in this regard.
6. The entire process shall be subject to extant Regulations, the Code and approval of the Adjudicating Authority.

DISCLAIMER

1. *This 2nd E-Auction Process Information Document (“this document”) is issued by Ms. Soniya Gupta (a registered insolvency professional with Registration No. IBBI/IPA-002/IP-N01155/2021-2022/13863), the Liquidator appointed by the Hon’ble National Company Law Tribunal, New Delhi Bench IV vide its order in CA No. IA-3484/2023 in CP IB No. 796/(ND)/2022 dated 12.03.2024 in the matter of liquidation of “Lagrowth Associates Private Limited (in Liquidation)” for general information purposes only and to provide general information, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.*
2. *The purpose of this Document is to lay-down the process for submitting the Bid by the prospective Bidders through E- Auction for participating in the process of Sale of assets of the Company collectively in accordance with the provisions of E-Auction Process Information Document, IBC, 2016 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, understanding or any commitment whatsoever.*
3. *This Document does not solicit any action based on the material contained herein. 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 by any stock exchange in India or any other jurisdiction. Nothing herein contained or materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *It is to be noted that no information being provided in this 2nd E-Auction Process Information Document claims to be comprehensive. Independent due diligence of the intended user/recipient of this 2nd E-Auction Process Information Document or by the Bidder is highly recommended.*
5. *The Liquidator assumes no responsibility of assets as going concern proposed for sale. It will be assumed that buyers/bidders/applicants have submitted their bid in full knowledge of all facts. No claim or dispute will be raised by them in respect of any of the items at any stage of the process or hold the Liquidator or any of his representative(s) liable on any account in this regard.*
6. *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, is or will be expressly disclaimed by the Liquidator or by any of his representatives, officers, agents, or the Company or in relation to the accuracy, fairness, authenticity or completeness of this 2nd E-Auction Process Information Document or any other written or oral information made available to any prospective Bidder or its advisors.*
7. *In so far as the information contained in this 2nd E-Auction Process Information Document includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this 2nd E-Auction*

Process Information Document, the Bidder shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator.

- 8. This 2nd E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this 2nd E-Auction Process Information Document, without prior written approval from the Liquidator. Distributing or taking/editing/dispatching/transmitting this 2nd E-Auction Process Information Document in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this 2nd E-Auction Process Information Document comes should inform themselves about, and observe, any such restrictions.*
- 9. Neither the Liquidator, nor her professional advisors, affiliates, employees, colleagues, agents, representatives or managers of the process shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this 2nd E-Auction Process Information Document, including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.*
- 10. Further, apart from the provisions set out in this 2nd E-Auction Process Information Document, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC, 2016 and Liquidation Process Regulations made thereunder as well as all laws in force that are or may be applicable to the Bidder or the intended manner of sale envisaged under this E- Auction Process Information Document and for obtaining consents, waiver from requisite regulatory and statutory approvals from the concerned regulators, third parties and governmental authorities in order to consummate the sale process as contemplated in the E- Auction Process Information Document.*
- 11. Under no circumstances shall the Bidder make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives her written permission. 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 Confidentiality Undertaking and provisions of IBC, 2016.*
- 12. 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 2nd E-Auction Process Information Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this 2nd E-Auction Process Information Document and any assessment, assumption, statement or information contained therein or deemed to form part of this 2nd E-Auction Process Information Document, and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.*

13. *The sale of assets of the Company collectively is proposed to be done on "as is where is basis", "as is what basis", "whatever there is basis" and "no recourse" basis and the proposed sale of assets of the Company collectively 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/immovable assets of the Company.*
14. *The Bidders 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.*
15. *This 2nd E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the prospective Bidders or any other person. The objective of this E- Auction Process Information Document is to provide prospective Bidders with information that may be useful to them in making their Bid. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each 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 2nd E-Auction Process Information Document and may get independent advice from appropriate sources.*
16. *Information provided in this 2nd E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. This 2nd E-Auction Process Information Document may not be all inclusive and may not contain all of the information that the recipient may consider material for the purpose of submission of its Bid. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E- Auction Process Information Document.*
17. *The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Liquidator, or any of her respective professional advisors, affiliates, or Representatives for showing any favour in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.*
18. *Neither the information in this 2nd E-Auction Process Information Document nor any other written*

or oral information provided by the Liquidator, or any of her respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.

- 19. It is to be noted that by procuring a copy of this 2nd E-Auction Process Information Document, the recipient accepts the terms of this Disclaimer, which forms an integral part of this 2nd E-Auction Process Information Document.*

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1. IMPORTANT INFORMATION BEFORE BIDDING:

- 1.1 This E-Auction Process Information Document has been issued for the purpose of carrying out E-Auction of the assets of Lagrowth Associates Private Limited (in liquidation) as per the order dated 12/03/2024 passed by the Hon'ble NCLT Delhi Bench-IV. Please note that these assets are being sold as a Sale of a set of assets collectively [Reg. 32 (c)] basis under Regulation 32 of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.
- 1.2 The information provided in this 2nd E-Auction Process Information Document should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this 2nd E-Auction Process Information Document and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.
- 1.3 The information contained in this 2nd E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or electronically or any other form by or on behalf of the Liquidator, is on the terms and conditions as set out in this 2nd E-Auction Process Information Document.
- 1.4 This 2nd E-Auction Process Information Document does not constitute advice and the Liquidator should not be held responsible for any sort of claim on information given on such assets. The Liquidator hereby excludes any warranty, express or implied by any party on such information.
- 1.5 The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this 2nd E-Auction Process Information Document or, any action taken or omitted to be taken pursuant to this 2nd E-Auction Process Information Document. 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 2nd E-Auction Process Information Document. Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the 2nd E-Auction process at any point in time, for any reason whatsoever determined in her sole discretion without obligation to notify any Person of such revision or changes.

- 1.6 The issuance of this 2nd E-Auction Process Information Document does not imply that the Liquidator is bound to select a bidder or to declare the preferred Bidder as Successful Bidder for the sale of the Company's asset on sale of a set of assets collectively [IBBI Liquidation Reg. 32 (c)] basis and the Liquidator in consultation with Stakeholder Consultation Committee, reserves her right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
- 1.7 E-Procurement Technologies Limited (Auction Tiger) has been appointed as the E-Auction Service Provider. The 2nd E-Auction Process Information Document shall be published on the website (www.lagrowthassociates.co.in) of M/s. Lagrowth Associates Private Limited (In Liquidation). The sale of the Company's asset on sale of a set of assets collectively [Liquidation Regulation Reg. 32 (c)] basis is being undertaken by the E-Auction Service Provider for and on behalf of the Liquidator through an E-Auction platform provided on the website portal of the E-Auction Service Provider ("Platform").
- 1.8 Other details with respect to the 2nd E-Auction are as follows and the relevant annexures and formats are provided herein:

Type of Bid	E-Auction under provisions of IBC read with Liquidation Regulations
Seller	Ms. Soniya Gupta, Liquidator for M/s Lagrowth Associates Private Limited (In Liquidation)
Details of Assets	<p>The sale of the Company's asset on sale of a set of assets collectively "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse basis" "</p> <p>Details of the Assets of the company on sale are provided in Annexure - IV.</p> <p>It is important to note that the present E-auction is being held for the Sale of assets of the Corporate Debtor collectively and no separate bidding for Assets will be entertained. In other words, the bidding is allowed for sale of assets of Corporate Debtor collectively as per regulation 32(c) of Insolvency and</p>

	Bankruptcy Board of India (Liquidation Process) Regulation, 2016.
Brief Eligibility Criteria of Bidder	Minimum Net Worth of Rs. 15 Crores
Website of E-Auction Service Provider	www.auctiontiger.net
E-Auction Service Provider	M/s E-Procurement Technologies Limited (Auction Tiger), Address: 802/A, Wall Street - 2 Nr. Orient Club, Ellisbridge, Ahmedabad, GJ 380006, India. Contact: Mr. Praveenkumar Thevar at +91- 9722778828, E-mail: praveen.thevar@auctiontiger.net
Annexures	Annexure I: Bid Application form along with annexed (i) Terms & Conditions; and (ii) Bid Declaration Form Annexure II: Affidavit-cum-Undertaking Annexure III: Confidentiality Undertaking Annexure IV: Details of Assets of the Company for sale in 2 nd e-Auction Annexure V: Details of Bidder
Special Instructions	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 part of the Bidders.

1.9 All terms and conditions with respect to the sale of assets of the company shall be governed in accordance with the provisions of IBC and Liquidation Process Regulations. The Liquidator shall exercise all rights with respect to sale of assets 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 in conducting the sale of the assets of the Company.

1.10 The Annexures to this 2nd E-Auction Process Information Document shall form an integral part hereof and this 2nd E-Auction Process Information Document shall always be read in conjunction with the Annexures and Formats appended hereto.

- 1.11 This 2nd E-Auction Process Information Document is neither transferable nor assignable.
- 1.12 The documents in relation to assets of the Company as available with the Liquidator will be made available to Eligible Bidder(s) on request to the Liquidator for inspection. Nothing contained in this 2nd E-Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, any other law in force, and/or any instrument having the force of law, as may be applicable to them.
- 1.13 All prices, unless stated otherwise, are exclusive of applicable taxes, duties, charges etc., if any.
- 1.14 The Liquidator assumes no responsibility of assets collectively proposed for sale. It will be assumed that buyers/bidders/applicants have submitted their bid in full knowledge of all facts. No claim or dispute will be raised by them in respect of any of the items at any stage of the process or hold the Liquidator or any of her representative(s) liable on any account in this regard.
- 1.15 The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.
- 1.16 The Bidder shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.
- 1.17 It may be noted that alongwith the Bid Application Form, a Refundable Participation Deposit of Rs. 10 Lakh is required to be submitted by the prospective applicants. Relevant Documents in respect to E-auction will be provided after submission of Bid Application form and Refundable Participation deposit.

2. **KEY DEFINITIONS:**

- 2.1. “**Adjudicating Authority**” or “**NCLT**” shall mean the National Company Law Tribunal, New Delhi Bench IV;
- 2.2. “**Affidavit and Undertaking**” shall mean the affidavit and undertaking provided by the Bidder substantially in form and manner as annexed in **Annexure II** hereto;
- 2.3. “**Agency**” shall mean e-auction service provider M/s E-Procurement Technologies Limited (Auction Tiger) (www.auctiontiger.net)
- 2.4. “**Applicable Law(s)**” shall mean, any or all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Income Tax Act, 1961, The Goods and Services Tax Act, 2017, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this 2nd E-Auction Process Information Document or thereafter and each as amended from time to time;
- 2.5. “**Bid**” means, any bid or offer along with other documents, submitted by the Bidder(s) as required in terms of the Public Advertisement and E- Auction Process Information Document issued by the Liquidator and in accordance with the provisions of IBC read together with the Liquidation Process Regulations as amended from time to time and the Applicable Law(s);
- 2.6. “**Bidder(s)**” shall mean a Person or Persons as the case may be, who submitted a Bid as per the 2nd 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;
- 2.7. “**Bid Application Form**” shall mean the form as specified in **Annexure - I** of this 2nd E- Auction Process Information Document;

- 2.8. **“Bid Declaration Form”** shall mean a declaration by the Bidders in form as annexed with Bid Application Form in **Annexure - I** of this 2nd E-Auction Process Information Document;
- 2.9. **“Company”** or **“Corporate Debtor”** shall mean ‘Lagrowth Associates Private Limited’ a company incorporated in India under the Companies Act, 2013, having its registered office at B-26, B-Block Jhilmil Industrial Area Delhi, DL-110095;
- 2.10. **“Confidential Information”** shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Company / Liquidator / Insolvency Professional Entity (IPE) to any bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include(without limitation) the following types of information of a similar nature: any commercial and/ or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information related to price lists and pricing policies and any other information which the Company identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Liquidator or her representatives pursuant to the liquidation process or through the Confidentiality Undertaking;
- 2.11. **“Confidentiality Undertaking”** shall mean an undertaking as specified in **Annexure - III** herewith;
- 2.12. **“2nd E-Auction Process Information Document”** means this document including all the annexures, Information Memorandum, Data Room information / documents, for the purposes of setting out the process for submission of a bid and selection of Successful Bidder in accordance with the provisions of the IBC and Liquidation Process Regulations and shall include all supplements, modifications, amendments, addendums, alterations or clarifications thereto issued in accordance with the terms hereof;
- 2.13. **“Eligible Bidder(s)”** shall mean a Bidder who fulfills the eligibility criteria listed out in the 2nd E-Auction Process Information Document to the satisfaction of the Liquidator;

- 2.14. **“Eligibility Criteria”** shall mean the legal criteria as specified in the Clause 4.6 of this E- Auction Process Information Document;
- 2.15. **“IBC”/ “Code”** shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time;
- 2.16. **“IPE”** shall mean Insolvency Professional Entity and in this case, M/s Sumedha Management Solutions Private Limited (“SMSPL”) is the IPE having its office at 422, 4th Floor, Ansal Chamber-2, Bhikaji Cama Place, New Delhi-110066
- 2.17. **“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 the assets of the Company collectively, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations;
- 2.18. **“Liquidation Process Regulations”/ “Regulations”** means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- 2.19. **“Liquidator”** means Ms. Soniya Gupta, registered insolvency professional with the Insolvency and Bankruptcy Board of India (IBBI). Her Registration No. is IBBI/IPA-002/IP-N01155/2021-2022/13863. Ms. Soniya Gupta has been appointed as the Liquidator of “Lagrowth Associates Private Limited (in Liquidation)” by the Hon’ble National Company Law Tribunal, New Delhi Bench IV vide its order dated 12.03.2024 in CA No. IA-3484/2023 in CP (IB) No. 796(ND)/2022 to manage, protect, sell and liquidate the properties, assets, assets and other affairs of “Lagrowth Associates Private Limited (in Liquidation)”.
- 2.20. **“Person”** shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;
- 2.21. **“Public Advertisement”** shall mean an advertisement dated **20.06.2024** published in English language in an English newspaper i.e. Financial Express (Delhi-NCR edition) and in Hindi newspaper i.e. Jansatta (Delhi-NCR edition) inviting bid from interested persons to participate in

the e-auction process of the Company in accordance with the provisions of IBC and Liquidation Process Regulations;

- 2.22. **“Representatives”** shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorised by such Person pursuant to corporate authorizations, powers of attorney, or contract;
- 2.23. **“Reserve Price”** shall mean the minimum price at which a bid will be accepted on the auction portal from a participating eligible bidder;
- 2.24. **“Successful Bidder”** means, the Eligible Bidder whose Bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase as per the provision of this 2nd E-Auction Process Information Document, provisions of IBC and the Liquidation Process Regulations.
- 2.25. The Capitalized terms used herein but not defined otherwise shall have 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.

3. BACKGROUND:

3.1. An Overview of the company

M/s Lagrowth Associates Private Limited is a Private limited company incorporated on 26/08/2019. It is classified as Non-Govt Company and is registered at Registrar of Companies, Delhi. Its authorized share capital is Rs. 25,00,000 and its paid-up capital is Rs. 1,00,000. It is engaged in the assets of traders, wholesalers, distributors, importers, exporters, stockists, brokers, commission agents etc. of flexible packaging materials in the form of laminated rolls, sheets and/or pouches including stickers, labels, gift wrappers etc. for consumer products, industrial products and other products, made up of paper, aluminum foil, multilayer films, plastic and other allied materials and also their raw materials and semi-finished goods. Presently, Company is not in operation and the office of the Company is closed.

3.2. **Initiation of CIRP**

- a) An application under Section 9 of the IBC, 2016 in the matter of Montage Enterprise Private Limited Vs. Lagrowth Associates Pvt. Ltd., in C.P. No. (IB) 796/ND/2022 was admitted vide order dated 10.02.2023, whereby the Corporate Insolvency Resolution Process (CIRP) was initiated against M/s Lagrowth Associates Private Ltd. (“Corporate Debtor”).
- b) Upon admission of the CIRP application, Mr. Mohan Lal Jain bearing Registration no. IBBI/IPA-002/IP-N00006/2016-2017/10006 was appointed as the Interim Resolution Professional (“IRP”), vide order dated 10.02.2023.
- c) Pursuant thereto, the Committee of Creditors (“CoC”) of the Corporate Debtor was formed by the IRP and the said Committee in its 2nd meeting held on 10.03.2023 unanimously decided to confirm the appointment of Mr. Mohan Lal Jain as the Resolution Professional.

3.3. **Commencement of Liquidation proceeding**

- a) In accordance with Section 33 of the IBC read with the rules and regulation thereunder, then RP filed an application seeking liquidation of the Corporate Debtor, as the RP had neither received any resolution plan nor any Expression of Interest from any prospective resolution applicant. The CoC in its 3rd CoC meeting was of the opinion that there was no operational activity going on, asset based is very low as such the chances of receiving any resolution plan is very meagre. Accordingly, the COC resolved to liquidate the Corporate Debtor in order to save time and minimize the CIRP cost. Hence, the then RP filed an application seeking an order for liquidation of the Corporate Debtor.
- b) Further, the Hon’ble NCLT vide its Order dated 12.03.2024 was pleased to admit the application filed by the undersigned for initiation of Liquidation against the Corporate Debtor under Section 33 of the IBC. Upon admission of the Liquidation application, the undersigned herein, Ms. Soniya Gupta was appointed as the Liquidator of the Corporate Debtor.

4. TERMS AND CONDITIONS OF THE E-AUCTION:

4.1 Sale of assets of the Company as per Regulation 32(c) of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016

The sale of assets of the company collectively mentioned in this E -Auction Process Document and in the public advertisement published by the Liquidator pursuant to the appointment by the Hon'ble NCLT, New Delhi Bench - IV, shall be subject to the terms and conditions set out in this document.

As per the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, the Liquidator is authorized to sell the assets of the company collectively through e- auction process. Hence, the Liquidator is issuing this document for invitation of bid from prospective bidders to sell the assets of the company collectively on “as is where is, whatever there is and without recourse basis”. **The Liquidator assumes no responsibility of the quality of assets proposed for sale. It will be assumed that buyers/bidders/applicants have submitted their bid in full knowledge of all facts. No claim or dispute will be raised by them in respect of any of the items at any stage of the process or hold the Liquidator or any of her representative(s) liable on any account in this regard.**

This 2nd E-Auction Process Information Document has been issued with the intent to carry out e-auction of the assets of M/s Lagrowth Associates Private Limited (in liquidation) collectively in terms of Regulation 32C of Liquidation regulations under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“**Liquidation Process Regulations**”). The details of the assets of the Corporate debtor available for sale in e-auction is provided in **Annexure - IV**.

The Annexures to this 2nd E-Auction Process Information Document shall form an integral part hereof and this 2nd E-Auction Process Information Document shall always be read in conjunction with the Annexures hereto. In the event of any inconsistency between the terms contained in the 2nd E-Auction Process Information Document and that of the Annexures, the clarification in that respect to be given by the Liquidator shall prevail.

The Liquidator may also at her own discretion, if deemed necessary and without being under any obligation to do so, issue interpretations and clarifications from time to time to the Prospective

Bidders by way of emails and/or on the Company's website. All clarifications and interpretations issued by the Liquidator shall be deemed to be part of this document. Verbal clarifications and information given by the Liquidator or her representatives and advisors shall not in any way or manner be binding on the Liquidator.

4.2 Nature and object of the E-Auction

The online e-auction sale is with the object of facilitating a free, fair and transparent sale of assets of the Company collectively in terms of Regulation 32C of Liquidation regulations and for achieving best-possible recovery for the Company.

4.3 Caution to bidders

- a) The auction is being conducted strictly on an “**AS IS WHERE IS**”, “**AS IS WHAT IS**”, “**WHATEVER THERE IS**” AND “**WITHOUT RECOURSE BASIS**”. The Liquidator assumes no responsibility of the quality of assets / assets proposed for sale. It will be assumed that buyers/bidders/applicants have submitted their bid in full knowledge of all facts. No claim or dispute will be raised by them in respect of any of the items at any stage of the process or hold the Liquidator or any of his representative(s) liable on any account in this regard.
- b) Bidders are advised to go through all the terms and conditions of sale given in this 2nd E-Auction Process Information Document and also in the public advertisement before participating in the online bidding/auction.
- c) Documents regarding the sale of assets of the company are as per the details available with the Liquidator and neither the Liquidator nor the IPE (Insolvency Professional Entity) or any of its representatives / Agency shall, in any way, be responsible for any variation in the extent of the properties/assets due to any reason.

4.4 Inspection of the Assets - Buyers Beware

- a) Bidders are requested to inspect the assets and related assets and liabilities and satisfy themselves regarding the nature, condition, extent etc., of the Assets prior to submission of their online bids. All costs incurred in connection with such inspection shall be borne by the Bidders.

- b) The Agency / the Liquidator / IPE or any of her /its representatives shall not be responsible for rendering any assistance to the Bidder in connection with its independent inspection of the assets of the corporate debtor.
- c) Bidders are bound by the principle of Caveat Emptor (buyer beware).
- d) Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to the assets of the company put on sale.
- e) Each Bidder shall be deemed to have full knowledge of the Corporate Debtor, its assets for sale , at the time when it submits its bid, irrespective of whether or not such Bidder actually reviews the documents provided or inspects.

4.5 Eligibility undertaking u/s 29A of the IBC (Annexure – II)

A prospective Bidder shall not be eligible to bid if he fails to meet the eligibility criteria in terms of the provision to Section 35(1)(f) read with 29A of the IBC.

Therefore, the Prospective Bidder concerned shall submit an eligibility undertaking in prescribed format (**Annexure - II**) which should be duly authenticated and notarized by a notary public.

The Liquidator reserves the right to engage the services of consultants to assist him in verification of information provided and to obtain additional information relating to the background of the Prospective Bidder, its assets and connected persons. It may be noted that in case of constraint of time, the Bidder may be permitted to bid based on the Affidavit cum Undertaking for eligibility under section 29A of the IBC, however at any stage of the E-Auction process if the Bidder is found to be ineligible based on the due diligence performed by the Liquidator, the said Bidder will be disqualified from E-auction process and any money submitted during the process shall be forfeited.

4.6 Pre-Bid Qualifications

A bidder shall not be eligible to submit a bid during the auction process, if the following eligibility criteria, being the pre-bid qualifications are not met:

Eligibility Criteria for Companies/Limited Liability Partnership/One Person Company/Others registered with Ministry of Corporate Affairs, Registrar of Companies

- a) Minimum Net Worth of Rs. 15 Crores (Rupees Fifteen Crores only) as per the Audited Financial Statements of the Financial Year not earlier than 31st March 2023 along with declaration that the net worth has not eroded below the minimum eligibility criteria in the intervening period after date of financial statements;
- b) Net Worth shall be computed as aggregate value of 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, and does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- c) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;
- d) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

Eligibility Criteria for Firms/Sole Proprietorship/Hindu Undivided Family/Partnership

- a) Minimum Net Worth of Rs.15 crores as per the Audited Financial Statements of the Financial Year not earlier than 31st March 2023;
- b) None of the connected persons including its designated partners/partners/proprietor have been convicted for any criminal offence under the Indian Criminal Laws;
- c) None of its designated partners/partners/proprietor are disqualified to act as a “director” under the Companies Act, 2013;

Eligibility Criteria for Individuals

- a) Minimum CIBIL should be more than 650 points (A copy of the same should be attached).
- b) Minimum net worth of Rs. 15 crores along with documentary evidence such as title deeds, share certificates, balance certificates, deposit receipt etc. suggesting the aforesaid minimum net worth along with the declaration that the net worth has not

eroded below the minimum eligibility criteria in the intervening period after date of financial statements;

- c) Latest Income Tax Return should have been filed not earlier than AY 2023-24. (Kindly provide a copy of the same).
- d) Is not a defaulter under any Criminal law at the time of filing the bid.

Financial Institutions (FI)/ Funds / Private Equity (PE) Investors /Non-Banking Financial Company(s) /Asset Reconstruction Company/Alternative Investment Funds

- a) Minimum Assets Under Management (AUM) of Rs.15 crores as on latest available date but not earlier than 31st March 2023; and
- b) Minimum Committed Funds available for investment/deployment in India or Indian assets of Rs. 15 crores (or equivalent in foreign currency) or more as on latest available date but not earlier than 31st March, 2023,

“Committed funds” mean that prospective bidder can demonstrate availability of liquid funds which can be immediately invested.

Prior to bidding, the bidder is required to provide the latest Financial Statements and other necessary documents required to assess the above criteria to the Liquidator.

The Liquidator reserves the right at her discretion to accept bids/offers/interest beyond the above minimum eligibility criteria, in case, the same ensures highest realization to the stakeholders.

4.7 Documents Required to be submitted before ascertainment of Eligibility

Expression of Interest (“EOI”) for participating in the E-Auction is invited in a plain sealed envelope superscripted as “Bid Application Form for participating in the Liquidation Process of Lagrowth Associates Private Limited”, in the format as set out in Annexure I. Applicants should submit the EOI along with the supporting documents as set out herein after.

- a) The auction shall be conducted through the process of an E-auction facilitated by the Liquidator. The Liquidator/ E-Auction Service Provider shall inform the Bidders *via* email of the procedure for obtaining access to the Platform for the purposes of submitting necessary forms and documents thereat and making bids thereon.

- b) Each intending bidder shall, pursuant to gaining access to the platform, provide such details as may be required by the E-Auction Service Provider.
- c) The Prospective Bidder(s) is required to submit BID Application Form along with the following documents on or before 05.07.2024 **to the Liquidator in soft copy followed by submission of hard copy duly notarized:**
- i) Ownership Structure and Composition of the E-Auction Applicant/Prospective Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number.
 - ii) KYC documents as given in para 4.7
 - iii) Authorization to the Signatory (in case the bidder is a legal entity)
 - iv) Bid Application Form along with (i) Terms & Conditions of sale in e-auction; and (ii) Bid Declaration Form – Annexure – I
 - v) Affidavit and Undertaking in specified format as per Annexure - II
 - vi) Confidentiality Undertaking in specified format as per Annexure- III
 - vii) An eligible bidder will need to submit the duly filled, signed and stamped Bid Application Form attached vide Annexure I, and duly filled, signed and stamped Declaration by Bidders attached vide Appendix to Annexure I

Further, it should be noted that at any stage of the E-Auction process, the liquidator may ask for any documents from the prospective bidders to evaluate their eligibility. The liquidator, at her discretion may disqualify the prospective bidder for non-submission of the requested documents.

INDICATIVE CHECKLIST OF INFORMATION TO BE PROVIDED BY THE PROSPECTIVE BIDDER

Sl. No.	Eligibility Criteria for Companies/ LLP/ OPC/ Other registered firms	Firms/ Sole Proprietorship/ HUF/ Partnership	Financial Institutions (FI)/ Funds / Private Equity (PE) Investors	Individuals

			/NBFCs /ARCs/AIF's	
<u>Following documents to be mailed/ couriered/ hand delivered to the Liquidator:</u>				
a.	Profile of the Prospective Bidder	Profile of the Prospective Bidder	Profile of the Prospective Bidder	Profile of the Prospective Bidder
b.	Copies of Certificate of Incorporation / Registration and Constitutional Documents (MoA, AoA)	Certificate of Registration/ Partnership Agreement/ Other Proof of Registration.	Copies of Certificate of Incorporation/ Registration and Constitutional Documents (MoA, AoA)	Aadhaar/ PAN
c.	Audited financial statements for immediately preceding 3 (three) years.	Audited/ Unaudited financial statements for immediately preceding 3 (three) years Copy of ITR for preceding 3 years	Audited financial statements for immediately preceding 3 (three) years	Copy of ITR for preceding 3 years with Computation of Income. CIBIL Report.
d.	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying Net Worth as at end of last 3 financial years	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying Net Worth as at end of last 3 financial years.	Certificate from Statutory Auditor or Chartered Accountant or Company Secretary or equivalent in the jurisdiction of incorporation of the Company certifying AUM as at end of last 3 financial years and	Documentary evidence such as title deeds, share certificates, balance certificates, deposit receipt etc. suggesting the minimum presence of net worth.

			committed funds available for deployment in Indian Companies or Indian Assets.	
	Proof of address, copy of PAN card/ Tax identification number and documents	Proof of address, copy of PAN card/ Tax identification number and documents	Proof of address, copy of PAN card/ Tax identification number and documents.	Aadhar /PAN
Duly filled, signed and stamped by the Bidder (wherever applicable): Annexure I: Bid Application Form along with Appendix (also to be uploaded on website of E-Auction Portal) Annexure II: Affidavit and Undertaking Annexure III: Confidentiality Undertaking Annexure IV: Description of the Assets of Corporate Debtor and details of show cause notice received from the GST Department Annexure V: Details of Bidder				

4.8 KYC Documents to be Submitted

- I. Individual Bidders or Bidders in the nature of Hindu undivided families (“HUFs”) would be required to submit the following:
 - a) Copy of the valid passport or voter’s ID or valid driving license or Aadhar card; and
 - b) Copy of the Permanent Account Number (“PAN”) card and
 - c) Mobile Number

It is clarified that in the case of an HUF, the Karta of the HUF would have to submit his own passport/ voter ID/ driving license/ Aadhar card/PAN Card.

- II. Non-Resident Indian(s) would be required to submit the following documents:
 - a) Their passport and residence visa copies duly attested by foreign offices or notary

public or the Indian embassy; and

- b) A copy of the PAN card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) duly notarized in lieu of the PAN card shall be submitted.
- c) Mobile Number

III. Proprietary concerns shall submit the documents evidencing the identity and address proof of the proprietor and proprietorship concern. The proprietor should also provide a copy of the permanent account number (“PAN”) card and Mobile number of the Proprietor.

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

- a) Registration certificate or incorporation certificate, if any, as applicable;
- b) Partnership deed or limited liability partnership agreement, as applicable;
- c) An officially valid document in respect of the person holding a power of attorney to transact on behalf of the partnership or copy of the resolution passed by the partners of the limited liability partnership or other valid document evidencing authority of the designated partner to transact on behalf of the limited liability partnership; and
- d) Copy of the permanent account number (“PAN”) card of the partnership firm/ limited liability partnership.
- e) Mobile Number of Each Partner.

V. Companies shall be required to submit following documents evidencing the identity and address proof of the company along with the following documents:

- a) Certificate of incorporation;
- b) A resolution from the shareholders/ Board of Directors granted to its managers,

officers or employees to transact on its behalf with respect to the matters contemplated herein; and

- c) Copy of the permanent account number (“PAN”) card of the company.
- d) PAN Card and Mobile number of each director/ shareholder holding more than 5% shareholding.

It is clarified that no power of attorney would be accepted, and the person authorized to act on behalf of a company must be so authorized only by means of a resolution of the board or shareholders of the company.

4.9 Confidentiality Undertaking (ANNEXURE –III):

All information about the Corporate Debtor furnished to the prospective Bidder pursuant to the terms hereof shall be governed by the provisions of the Confidentiality Undertaking/Non-Disclosure Agreement annexed and marked hereunder as **Annexure - III**. The said undertaking/agreement in specified format (Annexure-II) shall be submitted by the Prospective Bidder along with the Bid.

4.10 Evaluation of Bids for Eligibility

In order to be eligible, a bidder will need to submit the duly filled, signed and stamped Bid Application Form as per Annexure - I accompanying other Annexures (if applicable) and KYC Documents as referred above in clause (c) to para 4.7. The Bid applications would be subject to evaluation of the KYC documents / details / information submitted by the prospective bidders and only eligible bidders will be given access to the information.

4.11 Declaration of Eligible Bidder

- a) The Liquidator will verify the details mentioned in the Forms based on the documents submitted pursuant to the terms and conditions mentioned herein and ascertain eligibility of the bidders, and also the adherence of timelines specified in the Clause 14.
- b) Pursuant to such verification, the Liquidator will notify the Bidders (via email) regarding their eligibility to participate in the e-auction for the assets by **09.07.2024**.
- c) Such Bidders shall hereinafter be referred to as the “**Eligible Bidders**”. It is clarified that

an Eligible Bidder shall be entitled to submit a bid only with respect to the specified auction for which he has submitted the Form and in respect of which he has paid the EMD.

- d) The Eligible Bidders will be given access to the information and inspection will also be arranged as per the e-auction process schedule.

4.12 Due Diligence / Clarifications

- a) The Liquidator shall endeavor to provide necessary assistance, facilitating the due diligence by Eligible Bidders. The information and documents shall be provided by the Liquidator in good faith.
- b) The Liquidator proposes sale of assets of the company collectively in accordance with the provisions of Insolvency and Bankruptcy Code, 2016 and Regulation 32C of Insolvency and Bankruptcy of India (Liquidation Process) Regulations, 2016 on **“AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, “WHATEVER THERE IS BASIS” AND “WITHOUT RECOURSE BASIS”** and the proposed sale as specified above does not entail transfer of any title, except the title which the Company has on the assets as on date of the transfer. All local taxes / maintenance fee / electricity / water charges/ annual lease rentals / unearned income in case of leasehold assets, etc., outstanding as on date or yet to fall due, if any, in respect of the relevant asset should be ascertained by the Bidder and would be borne by the Successful Bidder.
- c) **Clarifications:**
 - i) While the data/ information provided in this 2nd E-Auction Process Information Document or that may be provided during the liquidation process has been and will be prepared and provided in good faith, the Liquidator and her 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 Bidder by any act or omission on their part.

- ii) It is further clarified and understood that the data/information provided / that may be provided has been prepared based on the books of accounts, financial statements to the extent available in record or on the Company's website and discussions and representations by the ex - directors and key managerial personnel of the Company. Reasonable care has been taken in compiling various data and information, however the Liquidator along her advisors, consultants, Representatives, make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided / to be provided and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided / to be provided.
- iii) Any clarification provided in relation to this 2nd E-Auction shall be binding on all the Bidders and shall be deemed to form part of this 2nd E-Auction Process Information Document. No request for modifications of the clarifications shall be entertained, however, the Liquidator, may, in a fit case and as per her discretion, issue modification to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as a part of this 2nd E-Auction Process Information Document.
- iv) A Bidder requiring any clarification on this 2nd E-Auction Process Information Document, Liquidation Process, submission of the Bid or on the Company shall e - mail such request for clarification at cirp.lagrowthapl@gmail.com.
- v) 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 2nd E-Auction Process Information Document shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.
- vi) The Liquidator assumes no responsibility of the quality of assets proposed for sale. It will be assumed that buyers/bidders/applicants have submitted their bid in full knowledge of all facts. No claim or dispute will be raised by them in respect of any

of the items at any stage of the process or hold the Liquidator or any of her representative(s) liable on any account in this regard.

4.13 Inspection of the documents of relevant Assets of the Corporate Debtor

- a) The Corporate Debtor (represented by the Liquidator) shall endeavor to arrange for and facilitate an inspection, on a best effort basis and will intimate the Prospective Bidder regarding the date and venue of the inspection, as may be applicable as per the e-auction process schedule under Clause 14.
- b) The Prospective Bidder who is/are desirous of undertaking an inspection, may depute a team comprising of a maximum of 3 (three) personnel of the Prospective Bidder, for such inspection.
- c) The purpose of the inspection shall be to facilitate the Prospective Bidder to ascertain the condition/assessment of the assets of the Corporate Debtor including the records/ information relating to the relevant assets etc., provided that such inspection shall not be utilized for discussions regarding the terms of the bid.
- d) The Prospective Bidder is expected to make its own arrangements including accommodation for the inspection. All costs and expenses incurred in relation to such inspection shall be borne by the Prospective Bidder. The Prospective Bidder may intimate its preferred date for purpose of the inspection of the relevant assets to the Liquidator via email to cirp.lagrowthapl@gmail.com reasonably in advance. The Liquidator will use her reasonable endeavor to fix one date for each inspection depending on the availability of Liquidator and her team.
- e) It is hereby clarified that no separate meeting or telephonic conversation / email with the Prospective Bidder shall be entertained by the Liquidator for the purposes of providing clarifications with respect to any such inspection. Any unauthorized contact with the employees, officers or management of the Corporate Debtor may result in disqualification of the Prospective Bidder.
- f) The Prospective Bidder may carry out its own comprehensive due diligence in respect of the corporate debtor / asset for sale and shall be deemed to have full knowledge of the condition of the corporate debtor, assets, relevant documents, information, etc. whether or not the

Prospective Bidder actually inspects or participates in the inspection or verifies the documentation provided by the liquidator.

The Prospective Bidder shall not be entitled to receive re-imbursment of any expenses which may have been incurred during the sale process and/or for carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection therewith.

The inspection shall have to be conducted by any Prospective Bidder from **10.07.2024 to 16.07.2024 (between 10.00 a.m. to 5.00 p.m.)**.

- g) The identified eligible bidders who are interested, shall submit Interest Free Earnest Money Deposit (“EMD”) as given in para 4.14 below in the form of NEFT/RTGS.
- h) Upon submission of EMD, User Id and Password for participation in E-Auction through designated service provider will be sent to the respective Applicant. On the day of E-auction, the bidding will take place through designated e-auction platform. The highest bidder will be required to complete the sale.

Note: The Liquidator reserves the right to invite the successful bidder for completion of sale. Emerging as a successful bidder does not confer any right whatsoever on the said bidder, to acquire the assets of the Corporate Debtor nor does it guarantee any confirmation of sale by the Liquidator until all conditions are fulfilled.

4.14 Earnest Money Deposit (“EMD”)

In order to participate in the E-Auction process, an Eligible Bidder is, *inter alia*, required to deposit an interest free Earnest Money (“**Earnest Money Deposit**”) an amount of Rs. 1,70,00,200.00/- (Rupees One Crore Seventy Lakhs and Two Hundred Only) on or before 19.07.2024 by 06.00 p.m. and shall be paid by the mode as specified below:

- a) By remittance of funds to the bank account of the Company through NEFT/RTGS to the Account as per the details given below:

Account Number	344505001098
Beneficiary Name	Lagrowth Associates Private Limited (in Liquidation)
Bank Name	ICICI Bank
Branch	Hauz Khas Branch Delhi
IFS Code	ICIC0003445

- b) The details of the remittance made in this regard shall be intimated by the bidder to the Liquidator through email along with the UTR Number. The Bidders shall preserve the UTR Number and shall produce the same as and when demanded. **The entire Earnest Money amount shall be remitted by the Eligible Bidder(s) from the bank account/s owned by the Eligible Bidder.**

The Earnest Money Deposit as received from the eligible bidder(s) for participating in the E-Auction shall not bear any interest in any case.

4.15 Return of Earnest Money Deposit and Refundable Participation Deposit submitted alongwith Bid Application

- a) Subject to the first proviso below, the Refundable Participation Deposit submitted alongwith Bid Application without interest shall be returned to unsuccessful Eligible Bidder(s) (including the bidders who did not participate in the e-auction process) within 10 (Ten) working days of the date of closure of the E-Auction process or cancellation of the E-Auction process.

Further, the Earnest Money Deposit without interest shall be returned to unsuccessful Eligible Bidder(s) (including the bidders who did not participate in the e-auction process) within 10 (Ten) days of the date of E-Auction. Also, where the EMD amount is not submitted, the Refundable Participation Deposit submitted alongwith Bid Application without interest shall be returned to the bidders who did not participate in the e-auction process within 10 (Ten) working days of the last date of receiving EMD.

The Liquidator shall have the discretion to consider the bid of the next higher bidder in the

event the original Successful Bidder becomes ineligible or fails to adhere to the terms of the Letter of Intent.

- b) Provided that, in the event, the Liquidator proposes to cancel the E-Auction process on the scheduled date or decides not to accept any of the bids submitted during the E-Auction process, and in both the instances, proposes to follow up the same with another E-Auction process, then if a Eligible Bidder indicates in writing its desire to receive refund of its Earnest Money deposit and Refundable Participation Deposit submitted alongwith Bid Application, then the deposits shall be returned to the Eligible Bidder, within 10 (Ten) days of giving notice requesting for the return of the money deposited.
- c) Provided further that, failure to participate in a round of E-Auction or requesting the refund of the Earnest Money and Refundable Participation Deposit submitted alongwith Bid Application shall not debar an Eligible Bidder from participating in any subsequent round(s) of E-Auction.
- d) The Earnest Money and Refundable Participation Deposit submitted alongwith Bid Application without interest shall also be returned to an Eligible Bidder, within 10 (Ten) days of a demand being raised by such Eligible Bidder on the basis of any of the following grounds:
 - (i) Any increase in the Reserve Price or minimum incremental value;
 - (ii) Any increase in EMD amount by more than 10% of the immediately previous specified EMD;
 - (iii) Any reduction on the timelines within which the balance sale proceed is required to be paid;
 - (iv) Change in eligibility requirement post the submission of the Earnest Money, such that the Bidder becomes ineligible. However, imposition of additional compliance requirements (such as requirement of providing additional undertakings) shall not be considered as change in eligibility norm;
 - (v) Postponement of the date of the scheduled auction beyond 30 (thirty) days, except on account of any direction from Adjudicating Authority.

4.15 Forfeiture of Refundable Participation Deposit of Rs. 10 Lakh and Earnest Money

The Refundable Participation Deposit of Rs. 10 Lakh and Earnest Money Deposit paid will be forfeited, upon the occurrence of any of the following events:

- a) If any of the conditions under this E -Auction Process Document are breached by the Eligible Bidder or in case the Eligible Bidder is found to have made any misrepresentation; or
- b) If the Eligible Bidder or any person acting jointly or in concert with such Eligible Bidder is found to be ineligible to submit a bid under Section 29A of the IBC or is found to have made a false or misleading declaration of eligibility under Section 29A of the IBC; or
- c) If the Successful Bidder does not accept the Letter of Intent issued by the Liquidator within the period and in the manner specified or
- d) If the Successful bidder fails to pay the balance sale consideration (plus any applicable taxes, Stamp duty, registration fees, if any, on 100% of the bid sum) before the expiry of the period for payment of the same for reasons other than specified in Clause 4.14 of this E -Auction Process Document.

4.16 Bidding Process

- a) Bidding will be through the E – Auction.
- b) Once the Liquidator ascertains the Prospective Bidder as Qualified Bidder, the E-Auction Service provider (M/s E-Procurement Technologies Limited (Auction Tiger) shall on request of Liquidator provide Qualified Bidder (s) with the User ID and Password by email for E-Auction to be conducted at the portal
- c) Bidders are cautioned to be careful while entering the bid amount. 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.

- 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 shall be decided by the Liquidator, whose decision shall be final and binding.

4.17 Duration of Auction Sale

- a) The auction will be conducted via an electronic auction platform.
- b) Online e-auction sale will commence and be carried out as per the timelines set out in the Clause 14.
- c) The e-Auction shall commence strictly at the scheduled time and at a price equal to reserve price. The closing time of the auction is system controlled; the time will get automatically extended by 5 (five) minutes if any bid is received during the last 5 (five) minutes i.e., while an active bid is in process and kept open till the auction-sale concludes.
- d) If any market-leading bid (bid higher than the highest at the point in time) is received within the last 5 (five) minutes of closing time, the bidding time will be extended automatically by 5 (five) minutes and if no bid higher than last quoted highest bid is received within the said extended 5 (five) minutes, the auction sale will automatically get closed at the expiry of the extended 5 (five) minute period. There will thus be an extension of bidding-time, each of 5 (five) minutes duration, till auction is concluded.
- e) Eligible Bidders are advised to enter their bid accordingly keeping in mind the duration as specified above.
- f) No complaint on the time-factor for bidding or paucity of time for bidding will be entertained by the Agency and/ or the Liquidator.

4.18 Bid Incremental Value

The bidder shall improve their offer/bid in multiple of Rs. 50,000/- (Rupees Fifty Thousand only)

5 DECLARATION OF SUCCESSFUL BIDDER:

- 5.1** The Liquidator shall determine and at her sole discretion (which discretion shall not be used arbitrarily), declare at the end of the E-Auction, the Successful Bidder(s) for any auction. Determination of the Successful Bidder(s) shall be done on the basis of highest bid received for each auction, unless the Liquidator determines, acting reasonably, that the highest bidder shall not be identified as the Successful Bidder.
- 5.2** After the conclusion of the e-auction for each bid, the Eligible Bidder submitting the highest bid shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. A separate intimation shall also be sent to the Successful Bidder via e-mail (“Intimation”) after closure of e-auction and the results of the e-auction would also be displayed through publication on the Platform. The Platform shall also generate an auction outcome report for each bid which will be sent to the Agency and the Liquidator. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e., Date of Intimation.
- 5.3** Where the Earnest Money has been provided by means of a remittance to the Company’s bank account, such funds will be retained by the Liquidator as part payment of the consideration that the Successful Bidder has agreed to pay for the specific auction.
- 5.4** 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 auction thereof from the E-Auction proceedings at any stage without assigning any reason thereof.

6 REJECTION OF SUCCESSFUL BID

Notwithstanding anything contained in this document, the Liquidator reserves the right to reject the Bid of the Successful Bidder and/or revoke the LoI and/or forfeit the entire amount deposited by the Successful Bidder(s) at any stage in following cases including but not limited to:

- a. it is discovered that any information or record provided by such Successful Bidder in Bid Application Form (along with other forms), or otherwise to the Liquidator or her advisors is untrue or incorrect or if the Successful Bidder has made false disclosure or misrepresentation

as regard to its eligibility to participate in the process or submit bid or it is discovered that the Successful Bidder has concealed any material information;

- b. any information is discovered which makes the Successful Bidder ineligible to submit the Bid (including in terms of Section 29A of the Code or eligibility criteria);
- c. it is discovered that the Successful Bidder has breached the terms of any of the Undertakings or this document or terms of any undertakings provided hereunder;
- d. the Successful Bidder breaches or does not comply with any Condition Subsequent (within the timelines prescribed) or any term of the Letter of Intent (“LoI”).

7 ISSUANCE OF LETTER OF INTENT:

- 7.1** The Liquidator shall issue to the Successful Bidder a letter of intent (“LoI”/ “Letter of Intent”), within 5 days after the closure of the e-Auction, inviting the Successful Bidder to pay the balance sale consideration (plus any applicable GST/taxes, registration fees, etc. if any, on 100% of the bid sum) **within 90 (Ninety) days of E-Auction date i.e. 18.10.2024. Provided that payments made after thirty days shall attract interest at the rate of twelve per cent per annum (12% p.a.)**

Provided further that the sale shall be cancelled if the payment is not received within the period provided under this clause.

The issuance of LOI per se does not confirm sale in favor of the Successful Bidder. Confirmation of sale is subject to the fulfilment of conditions stated hereunder and the approval of the Liquidator.

- 7.2** The Successful Bidder shall, within a period of 2 (two) days from the date of issuance of the LOI, unconditionally accept the LOI, and record such acceptance by providing the Liquidator with 1 (one) copy of the LOI with an endorsement stating that such LOI is, “Accepted Unconditionally”, under the signature of the authorized Director / Authorized Signatory of the Successful Bidder.
- 7.3** Failure to accept the LOI within the time period specified may result in the disqualification of the Successful Bidder along with cancellation of the LOI and forfeiture of the Earnest Money and Refundable Participation deposit submitted alongwith Bid Application

7.4 In case of disqualification of a Successful Bidder, the Eligible Bidder who had submitted the next highest bid, may be asked to match the Successful Bidder's bid and be considered the new Successful Bidder. If the latter is unwilling to match the bid submitted by the earlier Successful Bidder, the Liquidator, at her sole discretion, may decide to carry out a fresh auction, withdraw the Asset Lot(s) from the auction or sell the Asset Lot to the next highest Eligible bidder at its bid amount.

8 **BALANCE SALE CONSIDERATION:**

8.1 Except for reasons specified in the Clause 4.14 of this E -Auction Process Document, the Successful Bidder shall be required to provide balance sale consideration as per Clause 7.1 above.
Provided that payments made after thirty days shall attract interest at the rate of twelve per cent per annum (12% p.a.)

8.2 The sale shall be cancelled if the payment is not received within the required timelines.

8.3 Where the Successful Bidder has provided Refundable Participation Deposit submitted alongwith Bid Application and Earnest Money, the balance sale consideration shall be an amount equal to the bid sum (plus any applicable GST/taxes, Stamp duty, registration fees, etc. if any, on 100% of the bid sum) as reduced by the Refundable Participation Deposit of Rs. 10 lakh submitted alongwith Bid Application and Earnest Money already paid.

8.4 All the payments of the bid amount made by the Successful Bidders shall be made through RTGS/ NEFT in the account of “**Lagrowth Associates Private Limited- in Liquidation**” the details of which including the Account number is mentioned hereinabove. The payments of the bid amounts shall be made by the Successful Bidder from the bank account/s owned by the Eligible Bidder.

8.5 The Successful Bidders would be required to provide the Liquidator, at any time within a period of 5 (Five) days from the date of the auction, originals of all the documents whose copies they have submitted for verification purposes.

8.6 It may be noted that the other timelines mentioned in this document will not change irrespective of the date of submission of Bid by any Prospective Bidder.

8.7 Default in Payment

Default in payment of the balance sale consideration and interest, if any and any applicable GST/taxes, Stamp duty, registration fees, etc. if any, on 100% of the bid sum by the Successful Bidder will result in disqualification of the Successful Bidder including forfeiture of Refundable Participation Deposit submitted alongwith Bid Application and Earnest Money, unless such default in payment is pursuant to any event stipulated under Clause 4.14 of this 2nd E-Auction Process Information Document. Any auction may be put to re-auction or sold to the next highest Eligible Bidder and the defaulting Successful Bidder shall have no claim/right in respect of such auction.

9 CONFIRMATION OF SALE:

9.1 On payment of the full amount of sale consideration plus interest if any as per clause 7.1, and applicable GST/taxes, Stamp duty, registration fees, etc. if any, the sale shall stand completed, and the Liquidator shall execute Sale Certificate / Deed or Assignment Certificate / Deed, as may be applicable.

9.2 It is expressly stipulated that there are no implied obligations on the part of the Liquidator to do all acts, things and deeds whatsoever for the completion of the sale.

9.3 The sale shall be subject to conditions prescribed under the IBC and provisions and regulations thereunder.

9.4 The sale may attract stamp duty, registration charges, GST and other applicable taxes as per relevant laws.

9.5 The Successful Bidder shall bear all the necessary expenses like applicable stamp duties/ additional stamp duty / transfer charges, registration expenses, fees, etc., for transfer of the assets(s) in its/his/her name.

9.6 The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, etc., owed by the Company to anybody in respect of the assets shall be the sole responsibility of Successful Bidder only.

9.7 Issue of Sale Certificate / Deed or Assignment Certificate / Deed

- a) The Sale Certificate / Deed or Assignment Certificate / Deed, as the case may be, will be issued, within 30 (thirty) days from date of last date of payment of full bid amount plus interest, if any and the applicable Taxes and Stamp duty subject to compliance of all terms and conditions of sale, unless cancelled by the Liquidator for any reason as per applicable law.
- b) The Sale Certificate / Deed or Assignment Certificate / Deed, as the case may be, will be issued and /or transaction / sale documents will be executed in the name of the Successful Bidder only and will not be issued in any other name(s).
- c) The Sale Certificate / Deed or Assignment Certificate / Deed as the case may be, shall be collected in person by the Successful Bidder or through an authorized person with submission of appropriate authority.

9.8 Stay/ Cancellation of the Sale

- a) In case of stay of further proceedings by the Competent Authority, the e-auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- b) In case the Successful Bidder has not paid the balance sale consideration stipulated herein within the due date the entire amount paid by the Successful Bidder (including Refundable Participation Deposit submitted alongwith Bid Application and EMD amount) shall be forfeited and the sale shall stand cancelled.

- c) The Liquidator shall also have the right to postpone/ cancel the auction of the sale for reasons whatsoever. In case of adjournment of sale for any reason, no fresh public advertisement will be given. However, the new date of sale/e-auction will be informed through e-mail and the adjourned dates and time for submission of Bids through e-auction will also be informed through e-mail.

9.9 Delivery of Sale Certificate / Deed or Assignment Certificate / Deed

- a) The Successful Bidder, on receipt of Sale Certificate / Deed or Assignment Certificate / Deed shall contact the Liquidator for delivery of documents related to the Assets as available with the Liquidator.
- b) The Liquidator shall ensure that the documents are handed over to the Successful Bidder subject to post issuance of the Sale Certificate / Deed or Assignment Certificate / Deed in accordance with the terms contained in this document.

9.10 Delivery of Possession

- a) Delivery of possession of the Assets sold shall be as per the directions of the Liquidator, authorities, Codes, Rules, Regulation, as the case may be.
- b) All expenses and incidental charges thereto shall be borne by the Successful Bidder.

10 OTHER TERMS AND CONDITIONS:

10.1 The Eligible Bidder(s) shall be responsible for all the costs incurred by it on account of its participation in the E-Auction process, including any costs associated with participation in the discussion meeting (if any), visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction process.

10.2 Eligible / Successful Bidder(s) shall not be entitled to receive re-imbursement of any expenses which may have been incurred in carrying out of the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction process.

- 10.3 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 assets to the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.**
- 10.4** The Eligible Bidder(s) shall be responsible for fully satisfying the requirements of the IBC and related Liquidation Process Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant asset.
- 10.5** In the interest of the liquidation process of the Company, the Liquidator reserves the right to alter, modify or relax any of the terms and conditions mentioned in this E -Auction Process Document. Any such alteration, modification or relaxation, to the terms and conditions contained in this document, subject to provisions contained in Clause 4.14 of the E -Auction Process Document, shall be binding on all the Interested/ Eligible Bidders.
- 10.6** It shall be deemed that by submitting the bid, the Bidder agrees and releases the Agency/ the Liquidator, its employees, subsidiaries, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 10.7** This 2nd E-Auction Process Information Document and any information provided earlier or subsequently, the auction process and the other documents pursuant to this 2nd E-Auction Process Information Document shall be governed by the laws of India.
- 10.8** No counteroffer /conditions by the Bidder, Eligible Bidder and/or Successful Bidder will be entertained.

- 10.9** The Liquidator shall have liberty to amend/ modify/ delete any of the conditions of the 2nd E-Auction Process Information Document or public advertisement as may be deemed necessary in the light of facts and circumstances of each case.
- 10.10** The Liquidator shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale for reasons whatsoever.
- 10.11** Bidders shall be deemed to have read and understood all the conditions of sale, the 2nd E-Auction Process Information Document and the public advertisement and are bound by the same.
- 10.12** The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the 2nd E-Auction Process Information Document and Notice of Sale.
- 10.13** Bidders are advised to preserve the EMD documents and documents pertaining to other deposits/ payments made by it and also a copy of the terms and conditions of the application Form downloaded from the portal.

11 FRAUDULENT AND CORRUPT PRACTICES:

- 11.1** The Eligible Bidder shall observe the highest standard of ethics prior to and 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 2nd E-Auction Process Information Document, or in the Letter of Intent, the Liquidator shall reject a bid and/or revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the Eligible / Successful Bidder, if the Liquidator, in his/her sole discretion, determines that the Eligible / Successful Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Liquidator may invoke the Earnest Money without prejudice to any other right or remedy that may be available to the Liquidator under this 2nd E-Auction Process Information Document or Applicable Law.

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

- a) **“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;
- b) **“Conflict of Interest”** shall mean an event or circumstance, determined at the discretion of the Liquidator, where a Eligible/ Successful Bidder is found to be in a position to have access to information about, or influence the bid of another Eligible Bidder pursuant to a relationship of such Eligible/ Successful Bidder (excluding any commercial relationship pursuant to the ordinary course of assets) with the other Eligible Bidder or Company, group companies of the Company, or affiliates of the Company, directly or indirectly, or by any other means including colluding with other Eligible Bidder(s), the Company, or group companies of the Company;
- c) **“Corrupt Practice”** shall mean,
 - i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction process); or
 - ii) engaging in any manner whatsoever, during the auction process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;

- d) **“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;
- e) **“Restrictive Practice”** shall mean forming a cartel or arriving at any understanding or arrangement among the Interested / Eligible Bidder(s) with the objective of restricting or manipulating a full and fair competition in the auction Process; and
- f) **“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.

11.3 The Eligible Bidder shall not involve itself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Eligible Bidders.

11.4 The Eligible Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the assets to any other party, other than to his professional advisors and financiers, who are in each case required in the course of their duties to receive and consider the same for the purpose of advising in relation to the transaction and who are bound by confidentiality obligations that are at least as stringent as the obligations that the Eligible Bidder is subject to.

12 VERIFICATION OF INFORMATION BY THE BIDDER:

It shall be deemed that by participating in the 2nd E-Auction process, the Bidder has:

12.1 made a complete and careful examination of this 2nd E-Auction Process Information Document and public advertisement and unconditionally and irrevocably accepted the terms thereof;

12.2 familiarized itself with the Order of the Competent Authority;

12.3 reviewed all relevant information as may be provided by the Agency/ the Liquidator/IPE, as may be relevant to the e-auction process;

12.4 satisfied itself about all matters regarding the e-auction process required for submitting an informed bid in accordance with this 2nd E-Auction Process Information Document and performance of all its obligations hereunder;

12.5 acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the E -Auction Process Document or ignorance of any of the matters related to the e-auction process shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the Liquidator/ the IPE/the Agency; and

12.6 agreed to be bound by the undertakings provided by it under and in terms hereof.

13 VERIFICATION OF DOCUMENTS AND DISQUALIFICATION:

13.1 The Liquidator reserves the right to verify (in accordance with the provisions of this E-Auction Process Information Document) all statements, information and documents submitted by the Bidder in response to the 2nd E-Auction Process Information Document and the Bidder shall, when so required by the Liquidator, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Liquidator shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency/ the Liquidator thereunder.

13.2 Without prejudice to any other right or remedy that may be available to the Liquidator under this 2nd E-Auction Process Information Document, the Liquidator reserves the right to disqualify the Bidder, cancel the sale and to appropriate the entire EMD and other amounts paid, if:

- a) at any time, a misrepresentation on part of the Bidder is made or uncovered;
- b) the Bidder does not provide, within the time specified by the Agency/ the Liquidator, the supplemental information/ documentation sought by the Agency/ the Liquidator, or;
- c) any act or omission of the Bidder results in violation of or non-compliance with the E-Auction Process Document and/ or any other document referred herein or issued pursuant thereto or any applicable law relevant for the e-auction process.

13.3 The Liquidator, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

- a) consult with any Bidder in order to receive clarification or further information;
- b) retain any information and/ or evidence submitted to the Liquidator/ the Agency by, on behalf of, and/ or in relation to any Bidder; and/ or
- c) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

13.4 Any person who participated in E-Auction, if found ineligible u/s 29A of the Insolvency & Bankruptcy Code, 2016, or regulation thereunder, EMD of such ineligible bidder shall be forfeited.

14 E-AUCTION PROCESS SCHEDULE:

The following timetable shall apply to the E-Auction Process Information Sheet. The timetable may be amended by the Liquidator through issuance of an addendum to the 2nd E-Auction Process Information Document.

Sl. No.	EVENT	DATE	TIMELINES (DAYS)
1.	Public Advertisement of E-auction	20.06.2024	T
2.	E-auction process documents uploaded on the website	20.06.2024	T
3.	Submission of requisite forms, affidavits, declarations, etc. alongwith Refundable Deposit by the prospective bidder	20.06.2024 to 05.07.2024	T + 15 days
4.	Shortlisting and notifying the eligible Bidders	09.07.2024	T + 19 days

5.	Site visit/Inspection	10.07.2024 to 16.07.2024	T+ 20 to 26 Days
6.	Last date for receiving EMD (by 6:00 p.m.)	19.07.2024	T+ 29 Days
7.	E-Auction date (3.00 to 5.00 p.m.)	23.07.2024	T+ 32 Days
8.	Declaration and Intimation to the Successful Bidder	24.07.2024	T+ 33 Days
9.	Meeting with Successful Bidder and executing Letter of Intent	29.07.2024	T+ 37 Days
10.	Payment of Balance consideration by successful Bidder	18.10.2024	Within 90 days from the E-Auction Date
11	Return of EMD submitted alongwith Bid Application and EMD amount to unsuccessful Bidder	02.08.2024	Within 10 days from the E-Auction date
12	Issue of Sale Certificate/ Transfer/Sale Deed	-	Upon receipt of full bid amount (plus applicable taxes) and subject to the approval of Adjudicating Authority, if any

Please note that access to Information, documentation, additional information and inspection visits will be granted only once the bidder submits the requisite forms, documents and authorizations; Affidavit and Undertaking; and executing a Confidentiality Undertaking. Bidders should regularly visit the website(s)/link(s) mentioned in public advertisement to keep themselves updated regarding clarifications, amendments and/or extension of time, if any.

Note: The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the Applicable Law(s) and the Liquidation Process

Regulations. In case the final sale consideration is not paid within the timelines prescribed under this document / IBC / Liquidation Process Regulations, the Liquidator shall forfeit the EMD.

Sd/-

Ms. Soniya Gupta

Liquidator

In the matter of Lagrowth Associates Private Limited

(Formerly known as Montage Sales Private Limited)

IBBI Reg. No: IBBI/IPA-002/IP-N01155/2021-2022/13863

Issued on behalf of

Lagrowth Associates Private Limited (In Liquidation)

Regd office: B-26, B-Block Jhilmil Industrial Area, Delhi-110095

Project specific address for correspondence

Address: 135, LGF, SS Plaza, Mahavir Enclave, Palam Dabri Road, New Delhi-110045, India

Email Id: cirp.lagrowthapl@gmail.com

Date: 20.06.2024

Place: New Delhi

ANNEXURE - I

[On the Letterhead of the Entity Submitting the Bid]

BID APPLICATION FORM

(To be submitted in soft copy followed by submission of hard copy)

Date: _____

To,

Ms. Soniya Gupta

Liquidator of Lagrowth Associates Private Limited (In Liquidation)

135, LGF, SS Plaza, Mahavir Enclave,

Palam Dabri Road,

New Delhi-110045, India

Dear Sir/ Madam,

I/We am/are desirous in participating the 2nd E-Auction of Lagrowth Associates Private Limited (under liquidation) announced by you in the newspaper Publication dated _____ in _____ (Name of the Newspaper):

Details of the Corporate Debtor:

Beneficiary Name	M/S LAGROWTH ASSOCIATES PRIVATE LIMITED IN LIQUIDATION
Account Number	Account No: 344505001098
Bank Name	ICICI Bank
Branch	Hauz Khas Branch Delhi
IFSC Code	ICIC0003445

Details of Interested Bidder

Name of the Interested Bidder	
Address	
Constitution of Interested Bidder	
Contact No.	
E-mail Id	
PAN No.	
Particulars of Bank Details for Refund of EMD, if any	

I / We also enclose copies of the following KYC documents. I/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:

- a) _____
- b) _____
- c) _____

I/We/M/s._____ hereby declare that I/we have gone through and understood the (i) **Terms & Conditions of sale;** and (ii) **Bid Declaration Form,** as annexed with this Bid Application Form and shall abide by the same by submitting both the annexed documents duly signed by me/us.

I/We confirm that we satisfy the Eligibility criteria as mentioned in clause 4.6 above.

I/We/M/s._____ confirm that I/we are familiar with the Applicable Laws in India and that we have studied the provisions of the IB Code, the Liquidation Regulations and other relevant

laws and regulations to enable us to submit our Bid along with required documents and execute the other required documents in the event of our selection as the Successful Bidder.

Place:

Signature

Date:

(Seal in case of Company/firm)

ANNEXURE TO THE BID APPLICATION FORM

(To be duly signed and submitted along with Bid Application Form)

(I) TERMS AND CONDITIONS OF THE E-AUCTION ARE AS UNDER:

1. E-Auction is being held on “**AS IS WHERE IS**”, “**AS IS WHAT IS**”, “**WHATEVER THERE IS**” AND “**WITHOUT RECOURSE BASIS**” and will be conducted “Online”. The auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited (Auction Tiger) on the web portal www.auctiontiger.net. The intending Bidders/Applicants are required to carefully read the 2nd E-Auction Process Information Document containing E-Auction bid form, Declaration, General terms and conditions of online auction sales are available in Websites www.auctiontiger.net. and on the website of the Corporate Debtor www.lagrowthassociates.co.in.
2. The intending purchasers/bidders are required to deposit EMD amount either through NEFT or RTGS in the Account of Lagrowth Associates Private Limited (Liquidation) having Account No. provided in this document.
3. The intending bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/Driving License/Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid e-mail ID, (v) contact number (Mobile/Landline) of the bidder etc., to office of the Liquidator on or before **19.07.2024 by 06.00 PM**, scanned copies of the original of these documents can also be submitted to e-mail ID of Liquidator.
4. Name of qualified bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal www.auctiontiger.net i.e. E-Procurement Technologies Limited (Auction Tiger). The e – auction service provider (E-Procurement Technologies Limited (Auction Tiger) will provide User ID & Password after due verification of KYC of the Eligible Bidders.

5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. The e-Auction/ bidding of the assets of Corporate Debtor would be conducted exactly on the schedule Date & Time as mentioned against each asset by way of inter-se bidding amongst the bidders. The bidder shall improve their offer as mentioned under the column “Bid Incremental Value”. In case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The Bidder who submits the highest bid amount (not below the Reserve Price) on closure of e-Auction process shall be declared as Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by Authorised Officer/Liquidator.
7. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within 10 (Ten) days of the date of closure of the E-Auction process or cancellation of the E-Auction process. The Earnest Money Deposit shall not bear any interest. The Liquidator shall issue Letter of Intent to the successful bidder and the successful bidder after accepting the Letter of Intent shall have to deposit the balance of the sale price within 90 days from the E-Auction Date. Default in deposit of amount by the successful bidder would entail forfeiture of the whole money, already deposited and property shall be put to re-auction and the defaulting bidder shall have no claim/right in respect of property/amount.
8. Neither the Liquidator nor e -auction service provider will be held responsible for any internet network problem/ power failure/ any other technical lapses/ failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power backup etc. for successfully participating in the e-Auction event.
9. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee, Taxes, GST, etc., if any, and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.

10. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
11. The Sale Certificate / Deed or Assignment Certificate / Deed will be issued in the name of purchaser(s)/ applicant(s) only and will not be issued in any other name(s).
12. The sale shall be subject to rules/conditions prescribed under the Insolvency & Bankruptcy Code, 2016 and provisions, rules and regulations thereunder.

Place:

Date:

Signature (Seal in case of company/firm)

Notes:

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

www.auctiontiger.net

ANNEXURE TO THE BID APPLICATION FORM

(To be duly signed and submitted along with Bid Application Form)

(II) BID DECLARATION FORM / DECLARATION BY BIDDERS

To,

Ms. Soniya Gupta

Liquidator of Lagrowth Associates Private Limited (In Liquidation)

135, LGF, SS Plaza, Mahavir Enclave,

Palam Dabri Road,

New Delhi-110045

Dear Sir/ Madam,

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 contained in this 2nd E-Auction Process Information Document with respect to the sale of the assets of the Company as specified and have understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
2. I/We, _____ also understand, undertake and confirm that the Liquidator assumes no responsibility of the assets of Corporate Debtor proposed for sale. Further, I/we have submitted our bid in full knowledge of all facts. I/we undertake not to raise any claim or dispute will be raised in respect of any of the items at any stage of the process or hold the Liquidator or any of her representative(s) liable on any account in this regard.
3. I/We declare that all other information given by me/us in the form is true and correct.
4. 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 Earnest Money and / or any monies paid by me/us is liable to be forfeited

by the Liquidator and the Liquidator will be at liberty to annul the offer made to me/us at any point of time.

5. I/We also agree that after my/our offer given in my/our bid for purchase of assets/ lots is accepted by the Liquidator and if, I/We, fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the auction as per the 2nd E-Auction Process Information Document issued by the Liquidator seeking submission of bids for M/s Lagrowth Associates Private Limited (in Liquidation) (“E - Auction Process Information Document”), the offer letter and/or the Letter of Intent, the Earnest Money and other monies paid by me/us thereafter, are liable to be forfeited in case final sale consideration and any applicable GST/taxes, if any is not paid within the specified timeline, the Liquidator shall forfeit Earnest Money.
6. I/We also agree that in the eventuality of forfeiture of the amount by the Liquidator, the 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.
7. I/We also understand that the Earnest Money Deposit shall be retained by the Liquidator and returned only in accordance with the timelines and circumstances specified in the E -Auction Process Document. I/We, state that I/We, have fully understood the terms and conditions therein and agree to be bound by the same.
8. I/We confirm that our participation in the e-auction process, submission of bid or acquisition of the assets pursuant to the provisions of the 2nd E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws applicable to me/us; or (iii) any authorization on or approval of any government agency or body applicable to me/us; 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.
9. I/We confirm that we satisfy the Eligibility criteria as mentioned in clause 4.6 above.

10. That the Liquidator reserves the right to request for additional information or clarification from us in relation to our proposal and we shall promptly comply with such requirements. Failure to satisfy the queries of the Liquidator within the given timelines may lead to rejection of our proposal.
11. That submission of our proposal alone does not automatically entitle us to participate in the next stage of the bid process. The decision taken by the Liquidator with respect to the selection of the qualified Bidder and communicated to us shall be binding on me/us. We acknowledge that the Liquidator reserve the right to determine at his/her sole discretion, whether or not we qualify for the submission of the proposal and may reject our proposal without assigning any reason whatsoever.
12. 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 asset lots being offered for sale.
13. I/We confirm that the Liquidator and his/her professional advisors along with employees/agents/advisors, 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.
14. I/We hereby confirm that I/we are not ineligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:

Address: Email:

ANNEXURE - II

AFFIDAVIT - cum – UNDERTAKING

(For eligibility undertaking u/s 29A of IBC, 2016)

(To be notarised on stamp paper of Rs.100/-)

Date:

To,

Ms. Soniya Gupta

Liquidator of M/s Lagrowth Associates Private Limited (In Liquidation)

135, LGF, SS Plaza, Mahavir Enclave,

Palam Dabri Road, New Delhi-110045.

Sub: Affidavit cum Undertaking on eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016

Dear Sir/Madam,

A. I/We, Mr./Mrs./M/s _____ R/o / having office at _____ hereby submit this affidavit under Section 29A of the Insolvency and Bankruptcy Code, 2016, (“**IBC**”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018, and further amendments thereto:

I/We have understood the provisions of Section 29A of IBC and confirm that I/We am/are eligible to submit my bid under section 29A of IBC. I/We confirm that in accordance with the provisions of section 29A of IBC, inter-alia, **neither I/We _____ nor any person acting jointly with _____ or any person who is a promoter or in the management or control of _____ or any person acting jointly with _____:**

a) Is an un-discharged 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 Bid, 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 corporate insolvency resolution 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.

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, 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;
- f) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) Has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this IBC;

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 IBC 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) of Section 29A, under any law in a jurisdiction outside India; or
- j) Has a connected person not eligible under clauses (a) to (i) of Section 29A of IBC, 2016.

Explanation. — For the purposes of this clause, the expression "connected person" means—

- (i) any person who is the promoter or in the management or control of the resolution applicant; or
- (ii) any person who shall be the promoter or in management or control of the assets 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 applicant 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, 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.

I, therefore, confirm that Mr. / Limited is eligible under Section 29A of IBC to submit its Bid for acquisition of assets of Lagrowth Associates Private Limited – In Liquidation.

- B. I undertake on behalf of Limited, that during the Liquidation Process, no person who would be considered as Connected Person as is not eligible to submit resolution plan under Section 29A of Insolvency and Bankruptcy Code, 2016, shall be engaged in the management and control of the corporate debtor.
- C. I declare and undertake that in case Limited 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 Limited becomes ineligible at any time after submission of EMD, then the EMD would be forfeited and the same would be deposited in the account of Lagrowth Associates Private Limited– in liquidation.
- E. Further, I understand, undertake and confirm that the Liquidator assumes no responsibility of the quality of assets proposed for sale. Further, I/we have submitted our bid in full knowledge of all facts. I/we undertake not to raise any claim or dispute will be raised in respect of any of the items at any stage of the process or hold the Liquidator or any of her representative(s) liable on any account in this regard.
- F. I confirm that the said declaration and disclosure is true and correct and the undefined legal terms in this undertaking shall have the same meaning as ascribed to them under IBC and regulations thereunder.
- G. I am duly authorized to submit this declaration by virtue of [Insert the details of the corporate authorizations]

(DEPONENT)

VERIFICATION

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

(DEPONENT)

ANNEXURE – III

CONFIDENTIALITY UNDERTAKING

(On a stamp paper of Rs.100/-)

This Confidentiality Undertaking has been signed by _____ (**Name of potential Bidders**) having its office at _____ acting through Mr. (**Name of person authorised 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 **Ms. Soniya Gupta**, Liquidator of M/s Lagrowth Associates Private Limited (In Liquidation).

WHEREAS M/s. Lagrowth Associates Private Limited (In Liquidation), a company registered under Companies, Act, 1956, (thereafter referred as the “**Company**”) is undergoing liquidation vide NCLT New Delhi Bench – IV (“**NCLT**”) order dated 12th March, 2024, **Ms. Soniya Gupta**, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having Registration Number **IBBI/IPA-002/IP-N01155/2021-2022/13863** has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, assets and other affairs of M/s Lagrowth Associates Private 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 assets of the Company in accordance with the 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**”) and in accordance with the provisions of 2nd E-Auction Process Information Document.

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 data room 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, I/We the Bidder (s) hereby declare(s) and undertake(s) as follows:

1. The Bidder(s) shall not divulge any part of the information contained accessed through the data room which shall mean the virtual data room maintained by the Liquidator, if any, created for the Eligible Bidders to access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone 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 unauthorised 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 assets 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 through the access of the Data Room, if any, or by any other means 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/ Data Room/ by any other means. 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 any of her representatives 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 the Liquidator is 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 tribunal of Chandigarh Bench shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalised 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/ Ms. _____ (Name and Designation) Authorised Signatory

Date:

Place:

Note: In case of consortium, undertaking to be executed by each of the members.

Annexure – IV**Grouping of Assets of the Company available for sale****Assets of the Company**

Assets	Book value as on 12.03.2024 (Liquidation commencement Date)	Reserve Price (in Rs.)	EMD (in Rs.)
Trade Receivables*	Rs. 4,81,16,91,000.00/-	17,00,00,000.00	1,70,00,000.00
Computer**	Rs. 14,000.00/-	2,000.00	200.00
Total		17,00,02,000.00	1,70,00,200.00

*At present only one computer is available with the Corporate Debtor

As decided in 3rd SCC of Lagrowth Associates Private Limited, Liquidator put the above mentioned assets collectively in one lot as per Regulation 32(c) of Liquidation Regulations, 2016 as under:

Assets	Reserve Price (in Rs.)	EMD (in Rs.)
Assets sold on sale of a set of assets collectively basis as per IBBI Liquidation Regulation 32 (c)		
Trade Receivables & Computers	17,00,02,000.00	1,70,00,200.00

***Note No. 1 on Trade Receivables:**

1. Copies of all pending invoices are not available. However, some of the invoices are available as provided by the Corporate Debtor. Therefore, the period of limitation for the purpose of taking legal action can't be ascertained.
2. No other document like Purchase order, Sale contract e.t.c. is available with the Liquidator.
3. Liquidator/Ex-RP has sent recovery letters to the Debtors for payment of outstanding dues. But in many cases letters are returned undelivered due to various reasons.
4. In few cases the Debtors have denied any outstanding dues and their liability for payment.
5. Bidders are advised to go through the GST Notices received as per details given below and available on website of the Corporate Debtor i.e. www.lagrowthassociates.co.in

****Note No. 2 on Computer**

1. At present, only one computer is available in the office of the Corporate Debtor.
2. Computer is not in working conditions. Some parts like hard disk are missing.

Details of Show Cause Notices received from GST department

Liquidator have received several show cause notices from the GST Department. Brief details of show cause are as under. However, interested bidder can view the full show cause notices from the website of the Corporate Debtor i.e. www.lagrowthassociates.co.in

1. **GST notice dated 08.05.2023:** Show cause notice dated 08.05.2023 bearing Notice No. DGGI/GZU/INV/GR-D/154/2021-22/1995 to 2001 was received to provide the reasons why the demand raised should not be recovered in the matter Lagrowth Associates Private Limited.
2. **Demand cum Show cause notice dated 31.01.2024:** Demand cum Show cause notice dated 31.01.2024 bearing Notice No. 129/2023-24 in the matter of Lagrowth Associates Private Limited (formerly known as M/s Montage Sales Private Limited) was in the matter of M/s Exclusive Enterprises requesting to provide the reasons why penalty should not be imposed under Section 122(1)(i) & (ii) and Section 122(3)(a), (b) & (e) of the CGST Act, 2017.
3. **Demand cum Show cause notice dated 31.01.2024:** Show cause notice dated 31.01.2024 bearing Notice No. 129/2023-24 in the matter of Lagrowth Associates Private Limited (formerly known as M/s Montage Sales Private Limited) was received in the matter of M/s Tej Ram Dharam Paul Private Limited requesting to provide the reasons why penalty should not be imposed under Section 122(1)(i) & (ii) and Section 122(3)(a), (b) & (e) of the CGST Act, 2017.
4. **GST notice dated 09.02.2024:** Show cause notice dated 09.02.2024 bearing Notice No. No. 128/2023-24 in the matter of Lagrowth Associates Private Limited (formerly known as M/s Montage Sales Private Limited) was received in the matter of M/s United Pouches requesting to provide the reasons why penalty should not be imposed under Section 122(1)(i) & (ii) and Section 122(3)(a), (b) & (e) of the CGST Act, 2017.
5. **Demand cum Show cause notice dated 19.02.2024:** Demand cum Show cause notice dated 19.02.2024 bearing Notice No. 143/2023-24 in the matter of Lagrowth Associates Private Limited (formerly known as M/s Montage Sales Private Limited) was received in the matter of M/s VSG Pan Industries Private Limited requesting to provide the reasons why penalty

should not be imposed under Section 122(1)(i) & (ii) and Section 122(3)(a), (b) & (c) of the CGST Act, 2017.

6. **Show Cause notice dated 30.05.2024:** Show cause notice dated 30.05.2024 bearing Notice No. 10/R-144/SHDR/2024-25 in the matter of Lagrowth Associates Private Limited (formerly known as M/s Montage Sales Private Limited) was received to show cause why short payment of tax under section 73(1), interest & penalty under section 50 should not be demanded and recovered.

Liquidator submitted Preliminary reply to the above mentioned show cause notice and for further reply, the undersigned had appointed the advocate.

Annexure-V
Details of the Bidder

Name and Address:

- a) Name of the Firm/Company/Organization:
- b) Address:
- c) Telephone No:
- d) Email:
- e) PAN/CIN:

II. Date of Establishment/ Date of Birth (for individuals):

III. Core Area of Expertise:

IV. Contact Person:

- a) Name:
- b) Designation:
- c) Telephone No:
- d) Mobile No:
- e) Email:

V. Company/FI Profile:

- a) Financial Profile of the bidder (consolidated / standalone as applicable):

[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to “assets under management” for the preceding five years or the “committed funds” available as on March 31, 2023, for investment]

In case of consortium, the above details are to be shared for each of the consortium members. Further, the fulfilment of qualification criteria must be clearly identified/ certified herein.

- b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors
- c) Experience of the Company in the relevant sector.
- d) Names of key lenders, if any, to the Company or its affiliates
- e) History if any, of the Company or affiliates of the Company being declared a “willful defaulter”, “non-cooperative borrower”, “non-impaired asset” or “non- performing asset”.

Any other relevant details which are material to be disclosed to the Liquidator prior to bidding.