



IND-BARATH POWER GENCOM LIMITED

*e-auction process information document*

*December 15, 2021*

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Invitation for Bids for sale of  
Ind-Barath Power Gencom Limited (*In Liquidation*)  
**as a going concern**

Under Regulation 32(e) of the IBBI (Liquidation Process) Regulations, 2016  
on “**As is where is, as is what is, whatever there is and without recourse basis**”

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**Address for Communication**

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**Issued by:**

Rajesh Chillale, Liquidator  
Ind-Barath Power Gencom Limited  
IBBI/IPA-001/IP-P00699/2017-18/11226

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## E-AUCTION PROCESS INFORMATION DOCUMENT

### IND-BARATH POWER GENCOM LIMITED (*in Liquidation*)

CIN No. U40109TG2005PLC046960

[www.ibppl.com](http://www.ibppl.com)

Invitation for Bids through e-Auction for sale of Ind-Barath Power Gencom Limited, (In Liquidation) on a going concern under the provisions of the Insolvency and Bankruptcy Code, 2016.

The sale of M/s Ind-Barath Power Gencom Limited (In Liquidation) having its registered office at H. No. 8-5-210/43, Plot no. 44, Shiva Enclave, Old Bowenpally, Secunderabad – 500011 Ranga Reddy District, Telangana. as a going concern shall be in accordance with provisions of Insolvency and Bankruptcy Code, 2016 and 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 <https://www.bankeauctions.com>

Mr Rajesh Chillale, an Insolvency Professional registered with the Insolvency and Bankruptcy Board of India (IBBI) vide Registration Number IBBI/IPA-001/IP-P00699 /2017-18/11226 is appointed as the Liquidator of Ind-Barath Power Gencom Limited by the NCLT (vide order dated August 13, 2021, in IA No. 1189 of 2021 in CP(IB) No. 187/7/HDB/2019) to manage, protect, sell and liquidate the properties, assets, business and other affairs of M/s. Ind-Barath Power Gencom Limited (in Liquidation).

#### **Date and time of e-Auction**

Saturday, January 15, 2022 from 11.00 am to 01:00 pm

#### **Issued by & Address for Communication**

Rajesh Chillale, Liquidator

Ind-Barath Power Gencom Limited

IBBI Regn. No: Regn No. IBBI/IPA-001/IP-P00699/2017-18/11226

B-421, Western Plaza, OU colony

H S Darga, Hyderabad - 500008

e-mail: [rajesh.c.irp@gmail.com](mailto:rajesh.c.irp@gmail.com)

Contact No.: +91 9866294434

**Date: 15-Dec-2021**

Place: Hyderabad

## DISCLAIMER

- i.* This e-Auction Process Information Document is issued by Sri Rajesh Chillale, the Liquidator appointed by NCLT, Hyderabad in the matter of Ind-Barath Power Gencom 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 and does not constitute any recommendation of an offer to buy, purchase or subscribe to any securities or any assets of the Corporate Debtor. This Document is neither an agreement nor an offer by the Corporate Debtor or Liquidator or any other Person.
- ii.* The purpose of this document is to lay down the process for submitting the Bid by the interested /qualified Bidders through E-Auction for participating in the process of Sale of the Corporate Debtor as a going concern in accordance with the provisions of E-Auction Process Information Document, IBC and Liquidation Process Regulations. Neither this E-Auction Process Information Document nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever.
- iii.* 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 the 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.
- iv.* It is to be noted that no information being provided in this E-Auction Process Information Document, Data Room or on the website of the Corporate Debtor claims to be comprehensive or all-inclusive, and it may not contain all the information that the recipient may consider material. Each interested/qualified Bidder should, conduct its own investigations, diligence, and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information made available and obtain independent advice from appropriate sources.
- v.* While this information has been prepared in good faith, the recipient acknowledges that no representation or warranty, expressed or implied, is made by the Liquidator,

or his advisors and representatives, as to the accuracy, authenticity, completeness, or fairness of the information or opinions contained in this Document or Data Room or the Information Memorandum in any other document provided in connection with due diligence of the Company. Acceptance of this Document by an interested /qualified Bidder shall be deemed to be an unconditional acknowledgement by the recipient that the Corporate Debtor, the Liquidator, their advisors and representatives, officers, agents do not accept any responsibility or liability for any such information or opinion.

*vi.* The Liquidator may update, amend or supplement the information, assessment or assumptions contained in this Document or Data Room, modify, add to, delay, or otherwise annul or cease the sale process at any point in time, for any reason determined in his sole discretion.

*vii.* In providing this Document, the Liquidator or his advisors or representatives do not undertake any obligation to provide the interested Bidder with access to any additional information or to update, expand, revise, or amend the information, or to correct any inaccuracies which may become apparent in this or any other document. The Liquidator may, however, alter, modify, or otherwise change in any manner the contents of this Document, without obligation to notify any person of such revision or changes.

*viii.* Title documents and other documents in relation to the Corporate Debtor are available with the Liquidator and can be viewed by qualified Bidder (s) on request to the Liquidator through virtual Data Room maintained at the link provided by the office of the Liquidator. Nothing contained in this 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 infrastructure having the force of law, as may be applicable to them.

*ix.* In so far as the information contained in this E-Auction Process Information Document and documents /information provided through the virtual Data Room includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this 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.

- x.* This E-Auction Process Information Document and information contained herein or disclosed along with such documents and information, clarifications provided through the Virtual Data Room should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this E-Auction Process Information Document, without prior written approval from the Liquidator. Distributing or taking / editing/dispatching / transmitting this E-Auction Process Information Document in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this E-Auction Process Information Document comes should inform themselves about, and observe any such restrictions.
- xi.* Neither the Liquidator, nor his 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 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.
- xii.* This Document as well as the Data Room and website of Corporate Debtor contains confidential, proprietary and/or legally privileged information and by its acceptance hereof, the interested/qualified Bidder agrees that the information contained herein or otherwise provided to the interested /qualified Bidder regarding the Corporate Debtor will be kept confidential and is not to be used for any purpose other than in connection with the submission of the Bid for the Corporate Debtor. The terms of this Document shall be subject to the Confidentiality Undertaking (defined hereinafter) and the recipient agrees that it will not, directly, or indirectly, disclose to or permit its subsidiaries, Affiliates, employees, advisors or representatives to disclose any information contained herein or otherwise provided to it regarding the Corporate Debtor to any other person or reproduce this Document in whole or in part.
- xiii.* Further, apart from the provisions set out in this E-Auction Process Information Document, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC 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.

*xiv.* Under no circumstances shall the Bidder make any contact, direct or indirect, by any mode whatsoever, with the Corporate Debtor until the Liquidator gives his 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.

*xv.* No Person, including the Bidder, shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Information Document and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document, and the Liquidator or any of his respective advisors, consultants and representatives and the Corporate Debtor, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

*xvi.* The sale of the Corporate Debtor as a going concern is proposed to be done on "as is where is, as is what is, whatever there is and without recourse basis" and the proposed sale of the Corporate Debtor as a going concern does not entail the transfer of any other title, except the title which the Corporate Debtor had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets and of the Corporate Debtor. As such, they said the proposition for disposition is without any kind of warranties and indemnities.

*xvii.* Each Interested / Qualified Bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to due diligence on the Corporate Debtor or preparation, copying, postage, delivery fees, expenses associated with any documents or demonstrations or presentations which may be required by the Liquidator, or any other costs incurred in connection with or relating



to its Bid. This Document is not transferable or assignable in any manner whatsoever to any person other than the intended Bidder.

*xviii.* This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the interested Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested 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 E-Auction Process Information Document and may get independent advice from appropriate sources.

*xix.* Information provided in this E-Auction Process Information Document and the Data Room to the interested /qualified Bidder(s) has been collected and collated from several sources. This E-Auction Process Information Document may not be all-inclusive and may not contain all the information that the recipient may consider the 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.

*xx.* 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 his 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.

*xxi.* Neither the information in this E-Auction Process Information Document nor any other written or oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives are intended to form the basis of

or the inducement for submission of any document or information or the Bid by any prospective Bidder or any investment activity.

*xxii.* It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this Disclaimer and confidentiality of the Data Room, which forms an integral part of this E-Auction Process Information Document.

*xxiii.* The benefit of all disclaimers, confirmations, acceptances, and representations made or accepted by the recipient in this Document shall accrue to the benefit of the Corporate Debtor, officers, employees, and other such persons assisting the Corporate Debtor in relation to its liquidation, and the Liquidator, Insolvency Professional Entity, their authorised representatives, directors, officers, employees, and advisors.

*xxiv.* Nothing contained in this Document shall be deemed to relieve, wholly or partially, directly, or indirectly, the interested Bidder from their compliance with the Insolvency and Bankruptcy Code, 2016, and any other applicable law. The prospective Bidder shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.

*xxv.* In addition to other disclaimers (s) of/ by the Liquidator in this Document, the Liquidator hereby further disclaims any and all liability for any statements made or omitted to be made in this Document or, any action taken or omitted to be taken pursuant to this Document.

## BRIEF PARTICULARS OF E-AUCTION

### 1. PARTICULARS AND BRIEF OF E-AUCTION.

Sl. No.	Description	Remarks
1	Asset ID	IBPGL
2	Event Type	E-Auction under Liquidation Process
3	Property/Corporate Debtor Details	Ind-Barath Power Gencom Limited (in Liquidation) for sale “as a whole on going concern basis” <i>Brief particulars of the Corporate Debtor are provided in Annexure-I.</i> <i>Excluded assets of the Corporate Debtor are provided in Annexure-II.</i>
4	Seller/ Borrower Name	The Liquidator, Ind-Barath Power Gencom Limited (in Liquidation)
5	Mode of Submission of Bid Application Form & other documents.	Online by sending an mail to <a href="mailto:rajesh.c.irp@gmail.com">rajesh.c.irp@gmail.com</a> & followed by physical submission of documents to the office of the Liquidator at Mr. Rajesh Chillale B-421, Western Plaza, OU Colony, HS Darga, Hyderabad 500008
6	Mode of Auction	e-auction
7	E-Auction website	<a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>
8	Reserve Price	INR 119.28 crores (Rupees one hundred and nineteen crores and twenty eight lacs only)
9	EMD	INR 6.00 (Rupees six crores only)
10	Bid Increment Value	INR 25.00 lacs (Rupees twenty five lacs only)
11	Auto extension	Auto Extension of Five minutes

## ELIGIBILITY CRITERIA FOR BIDDER

### 2. Eligibility criteria of the bidders / applicant

- i. The Bidder shall not be eligible to submit an EOI for Bid in this Bidding Process if it suffers from any of the disqualification/ineligibility criteria set out in Section 29A of the Code (as amended from time to time). The Bidder shall submit the relevant information and records to enable an assessment of ineligibility as set out under the provisions of

Section 29A of the Code including but not limited to the details of its Connected Person as required in Form B of this document.

- ii. Furthermore, the Bidder shall have either of the following to become eligible to submit EOI under this document:
  - a) Category A - Private/Public Limited Company, Limited Liability Partnership, Body Corporate ('Body Corporates') Government Organizations/Trusts, whether incorporated in India or outside India
    - Minimum Net Worth (NW) of INR 20 crores as on latest available audited financial statements, but not earlier than 31st March 2020
  - b) Category B - Financial Institutions (FI)/ Funds / Private Equity (PE) Investors / NBFCs /ARCs
    - Minimum Assets Under Management (AUM) of INR 100 Crore as on latest available date but not earlier than 31st March 2020 or
    - Committed funds available for investment/deployment in Indian Companies or Indian assets of INR 120 Crores or more as on latest available date but not earlier than 31st March 2020
  - c) Category C - Individual Investor
    - Minimum Net Worth (NW) of INR 10 Crores at individual level as on latest available date but not earlier than 31st March 2020
    - Individual investor shall include HUFs
  - d) Category D – Consortiums:
    - At least one of the members must hold at least 26% total equity participation in the consortium who shall be designated as the lead member. All other members would need to have a minimum stake of 10% each in the consortium;
    - o For the consortium of members from Category A: Minimum Net worth of INR 20 Crores as on latest available audited financial statements, but not earlier than 31st March 2020
    - o For the consortium of members from Category B: Minimum equivalent AUM of INR 100 Crores as on latest available date but not earlier than 31st March 2020 or Committed funds available for investment/deployment in Indian Companies or Indian assets of INR 120 Crores or more as on latest available date but not earlier than 31st March 2020
    - o For the consortium of members from Category C: Minimum Net Worth of INR 10 Crores as on latest available date but not earlier than 31st March 2020

All the members of the consortium shall be jointly and severally responsible for compliance with the terms of this Process Document and the EOI/Bid submitted by the consortium. Wherever applicable, every document including the formats required under this Document shall be submitted by each member of such consortium;

- The members of the Consortium shall nominate and authorize a Lead Partner to represent and act on their behalf. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Liquidator & his advisors in connection with all matters pertaining to the Consortium.
- If any member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium shall stand disqualified. If one member is a part of any other category or any other consortium which is submitting EOI/Bid herein then that member cannot be a part of another group of consortium or category which is also submitting EOI/Bid.

The Net Worth/the Minimum Assets under Management (AUM) shall be duly certified by a Practicing Chartered Accountant and the same shall have to be submitted along with the EOI. (supported by annual reports for the last 3 years)

### TIME TABLE FOR THE AUCTION PROCESS

3. This e-auction process shall be conducted as per the timelines given below:

s. No.	Description	Start date & time		Last date & time		
		Time	Date	Time	Date	Day
1	Public Announcement of e-Auction Opening of Auction Portal and the e-Auction Process Information Document made available to the general Public on the website of the Service Provider.	10:00	15.12.21	17:00	29.12.21	Wednesday
2	Submission of EoI, Confidentiality Undertaking, Affidavit and Undertaking under Section 29A of IBC, Power of Attorney, CA certificate & KYC etc.	10:00	15.12.21	17:00	29.12.21	Wednesday
3	Intimation to the interested bidders about their eligibility to participate in the bid process	(within 3 working days from the date of submission of documents as referred above) (declaration of qualified bidder)				
4	Site visit and inspection, Availability of virtual Data Room	10:00	15.12.21	17:00	05.01.22	Wednesday

5	Submission of Bid Application form, Earnest Money Deposit, Declaration, Composition & Ownership structure, and other forms as required under this Document by the qualified bidders	10:00	15.12.21	17:00	10.01.22	Monday
6	Completion of bid form verification of the Applicants and allotment of IDs and intimation of passwords to Qualified Bidders	17:01	10.01.22	17:00	13.01.22	Thursday
7	E – Auction	11:00	15.01.22	13:00	15.01.22	Saturday
8	Announcement of Successful Bidder & issue of LOI			17:00	17.01.22	Monday
9	Acceptance of the Lol by the Successful Bidder			17:00	20.01.22	Thursday
10	Refund of EMD for unsuccessful Bidders			17:00	27.01.22	Thursday
11	Payment of 25% of consideration by Successful Bidders			17:00	01.02.22	Tuesday
12	Payment of balance consideration			17:00	02.03.22	Wednesday

**Notes:**

- a) The functional website of Ind-Barath Power Gencom Limited is [www.ibpgl.com](http://www.ibpgl.com).
- b) The timelines, notifications, updates and other details for the E-Auction Process are available on the website and can also be obtained by sending an email to the Liquidator to the email ID mentioned in this Document.
- c) The Liquidator may make changes in the above Timetable if in his opinion such changes contribute to the success of the E-Auction Process. Any changes made will be notified to the Qualified Bidders & will be updated on the IBPGL website. Notwithstanding anything contained herein, uploading on Corporate Debtor's website shall be a deemed notification on all the Bidders.
- d) The Liquidator, in his absolute discretion, may relax the timelines in respect of any Bidder, if in his opinion, such relaxation is in the interest of the overall E-Auction Process.
- e) The E-Auction will be conducted on the date and time as mentioned in the Timetable for auction process with unlimited extensions of 5 minutes each after each increment in the bid amount.

- f) If the auction fails or, if in the opinion of the Liquidator, the auction needs to be re-conducted, the Liquidator may, in his absolute discretion, decide the time and date for such re-auction. No Public Announcement in the newspapers will be made for such re-auction. Any change in the terms and conditions for such re-auction will be intimated to all the Bidders who are selected as Qualified Bidders.

<b>To know more or to participate into the E-Auction please contact the E-Auction Service Provider:</b> Mr. BM Ghandi, Phone No. 9700333933, Email: <a href="mailto:telangana@clindia.com">telangana@clindia.com</a>	<b>For business related queries please contact</b> Mr. Rajesh Chillale Liquidator, <a href="mailto:rajesh.c.irp@gmail.com">rajesh.c.irp@gmail.com</a> . Ph.no 9866294434 or Mr. KV Subramanyam, Ph. No. 9908211799 or Mr. Wajid Khan, Ph. No. 8978632628 -
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#### KEY STEPS IN THE PROCESS:

#### 4. Key steps in the process:

- a. Public Notice for submission of EOI for Bids for acquisition of the Corporate Debtor as a whole, on a going concern basis, through an E-Auction process;
- b. Submission of EOI along with Supporting Documents by the Bidder; Declaration, Composition & Ownership structure, and other forms as required under this Document by the Interested bidders
- c. Verification of EOI, Supporting Documents by the Liquidator;
- d. Declaration and intimation to the Qualified Bidders by the Liquidator;
- e. Conduct of Site visit and accessing Data Room by Qualified Bidders;
- f. Submission of Bid Application form, Earnest Money Deposit and other forms as required under this Document by the qualified bidders
- g. Completion of bid form verification of the Applicants and allotment of IDs and intimation of passwords to Qualified Bidders
- h. Participation of Qualified Bidders in the E-Auction Process on the Auction Date;
- i. Declaration & Issuance of LOI to the Successful Bidder by the Liquidator;
- j. Payment of 25% of consideration by Successful Bidders
- k. Payment of Final Consideration by the Successful Bidder;
- l. Issuance of Certificate of Sale.

## DOCUMENTS REQUIRED TO BE SUBMITTED

5. The said documents which are to be provided by the Bidders are listed below and the formats of the same are attached herewith with this E-Auction Process Information Document.

Stage	Sr. no.		List of documents to be submitted.
Interested bidders	1	Form - A	Expression of Interest (EoI).
	2	Form – B	Format of Affidavit for disclosing eligibility under Section 29A of the IBC (In case of a Consortium to be submitted by each member of Consortium)
	3	Form – C	Confidentiality Undertaking
	4	Form –D	Format for Power of Attorney for nomination of Lead Partner in the consortium (if any)
	5	Form E	Composition and Ownership Structure of the prospective Bidder (where relevant, for each member of the consortium)
	6	Form F	Format of Board Resolution (if any)
	7		KYC Documents. Self attested Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number;
	8		CA certificate certifying Networth / Minimum Assets under Managemet as per eligibility criteria clause.
Qualified bidders	9	Form G	Bid Application Form (with annexed Terms & Conditions)
	10	Form H	Declaration by Bidders
	11	Form I	Format of Bank Guarantee (if any)
	12	Form J	Format of letter from an associate company for remitting the EMD on behalf of the Bidder
	13		Proof of remittance of Earnest Money Deposit

6. The interested Bidders shall submit their scanned copies of forms, documents and authorizations Expression of Interest, Confidentiality Undertaking, Affidavit and



Undertaking on eligibility under Section 29A of the IBC, Power of Attorney, KYC and Composition & Ownership structure of such Bidder as per the forms attached with this E-Auction Process Information Document. Such submission shall be both by way of online (scan copies) to the email id of the Liquidator [rajesh.c.irp@gmail.com](mailto:rajesh.c.irp@gmail.com) and hard copies to be delivered to the office of Liquidator on or before the date and time mentioned in the Timetable above. Upon receipt of the same both by way of online and hard copies, to the satisfaction of the Liquidator, from such interested Bidders, the Liquidation shall examine all the said documents and if the Liquidator finds that the E-Auction Process Applicant is meeting the prescribed Eligibility Criteria, he shall select such E-Auction Process Applicant / Bidder as the **Qualified Bidder** and inform him accordingly on or before the date and time mentioned in the Time Table.

7. The Affidavit and Declaration as per the formats set out must be executed in accordance with Applicable Law. They must be issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals (e.g. Board Resolution/ Authority Letter) as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be attached with the Declaration. In the case of the Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. For sake of clarification, it is reiterated that an application / Bid shall be scrutinized and processed for further process in the E-Auction, only of such persons whose applications were received i.e., both online and hard copies, by the Liquidator on or before the date and time mentioned in the Timetable above.
9. Only such Qualified Bidders would be provided the access of the virtual Data Room upon their request for the same. The access to the VDR room will be available as per the timelines mentioned in the Timetable
10. Pursuant to the same, such Qualified Bidders may submit their Bid Application, Declaration by bidders along with deposit of the EMD / Bank Guarantee and other documents as annexed herein and as required under this E-Auction Process Information Document for the consideration of the Liquidator.
11. Further, it should be noted that at any stage of the E-Auction Process, the Liquidator may ask for additional documents from the Bidders to evaluate their Eligibility. The Liquidator, at his discretion may disqualify the bidder for non-submission of the requested documents / information to the satisfaction of the Liquidator.

12. Only the Qualified Bidders will gain access to E-Auction portal for purpose of bidding for the Corporate Debtor on a going concern basis subject to submission of other documents, completion of the KYC and necessary registration in the E-Auction portal.

#### E-AUCTION SERVICE PROVIDER

13. C1 India Pvt. Ltd., Udyog Vihar, Phase – 2, Gulf Petrochem Building No. 301, GURGAON 122015, Haryana, (“E-Auction Service Provider”) has been appointed to provide an electronic platform for this e-auction and to provide all other related services. The electronic auction of the Corporate Debtor on a going concern basis forming part of this auction process is being undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-Auction platform (“Platform”) provided on the website portal of the E-Auction Service Provider. Other details with respect to the E-Auction are as follows:

Website of e-auction service provider	<a href="https://www.bankeauctions.com">https://www.bankeauctions.com</a>
Service Provider	C1 India Pvt. Ltd,
Address	Udyog Vihar, Phase – 2, Gulf Petrochem Building No. 301, GURGAON 122015, Haryana
Contact Person:	Sri B M Gandhi,
Mobile no.	Mobile: +91 97003 33933
e-mail:	<a href="mailto:telangana@c1india.com">telangana@c1india.com</a>

#### E-AUCTION PROCEDURE AND IMPORTANT INFORMATION

14. The auction will be conducted online e-auction through the approved service provider C1 India Pvt. Ltd. This E-Auction Process Document containing EOI, Bid Application Form, Declaration by Bidders, General terms and conditions of E-Auction, etc are available on the website <https://bankeauctions.com>. An E-Auction Process Participant can register, bid, and receive confirmation of their bid online. for E-Auction details & participation, contact Mr. BM Gandhi, Phone No. 9700333933, Email: [telangana@c1india.com](mailto:telangana@c1india.com).

15. The online e-auction sale is with the object of facilitating a free, fair and transparent sale of the Corporate Debtor as a going concern and for achieving best-possible recovery for the stakeholders of the Corporate Debtor.
16. The E-Auction Service Provider shall assist in the process of registration and all queries/ assistance in relation to the registration are required to be directed by the Bidders to the E-Auction Agency. It is clarified that the E-auction Agency, the Liquidator, and his Representatives shall not incur any liability on account of any problems related to registration of the Bidders on the Portal. It is clarified that any expenses relating to the registration process will be borne by the Bidders and that the Liquidator or the Corporate Debtor will not be liable to pay or reimburse the same. Instructions and steps related to the process of registration and details of contact persons of the E-Auction Agency is provided above so that the Bidder(s) can get themselves registered on E-Auction Portal. It is clarified that E-Auction Agency may require any Bidder(s) to furnish such documents/ information or clarification as it may deem fit for the purpose of successful registration.
17. Bidders desirous of submitting the Bids are required to submit their Bids on <https://www.bankeauctions.com>, by following the procedure laid down in this Document.
18. An interested E-Auction Process Participant shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider. Liquidator shall not be liable for any failure of such Bidder to provide the necessary documentation for registering them to the portal of the E-Auction service provider's portal.
19. Upon confirmation of remittance of EMD by interested e-Auction Process Participant and upon verification of the Forms/ documents received, E-Auction Process Participants qualified to participate in the e-auction Process will be intimated individually. The User ID and password will be allotted and will be e-mailed individually to the Qualified Bidders. The Qualified Bidders are advised to change the password immediately on receipt thereof.
20. To safeguard the secrecy, the Qualified Bidders are cautioned against disclosing their User ID as well as Password and other material information relating to their bids to an outsider.

21. The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
22. All Bids placed are legally valid Bids and will be considered as Bids from the Bidder himself. Once the Bid is placed, the Bidder cannot reduce or withdraw the Bid for whatever reason. Any such prevarication will render the EMD, and all such monies/amount paid till such point of time, liable to be forfeited.
23. The highest Bid on the auction shall supersede all the previous Bids of the respective Bidders. The Bidder with the highest offer/ Bid does not get an automatic right to demand the acceptance of his Bid and the Liquidator 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.
24. The bidders are hereby cautioned that they may encounter certain unforeseen problems such as time lag, heavy traffic, system/power failure at their end, to avoid losing out on the bidding arising out of the above-mentioned reasons it is advisable not to wait for the last movement or few seconds of bidding. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on the part of the Bidders.
25. It is to be noted that the Bidders cannot place a Bid for the Corporate Debtor as a going concern at a value below the reserve price. Further, the Bidders can increase their Bid in multiples of the incremental amount as mentioned above.

## BID PROCESS DOCUMENT TERMS & CONDITIONS

26. Bidders are advised to go through all the terms and conditions of sale given in this E-Auction Process Information Document and in the public advertisement before participating in the online bidding/auction.
27. This E-Auction Process is being held on “as-is-where-is, as-is-what-is, whatever-there-is and “without-recourse” basis.

28. This E-Auction Process Information Document is intended to provide useful information for the Bidders interested to participate in the e-auction process & and interested to acquire Ind-Barath Power Gencom Limited (In Liquidation) (“Corporate Debtor”), as a going concern under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code” or “IBC”) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“Liquidation Process Regulations”).
29. The entire process shall be subject to extant Regulations, the Code and approval of the Adjudicating Authority.
30. The Public Announcement of E-Auction does not constitute and will not be deemed to constitute any commitment or any representation on the part of the Liquidator. The Corporate Debtor as a going concern is being sold with all the existing and future encumbrances/ claims/ dues/ demands whether known or unknown to the Liquidator, excluding the receivables from the pending insurance claims made by the Corporate Debtor against the fire accident held on 02-01-2021 and shall not form part of the assets under sale and the amounts shall be for the benefit of the stakeholders and the Successful Bidders shall have no right, claim, or interest on the same.
31. The term “Sale of the Corporate Debtor on a going concern basis” wherever used in this Document shall mean, Sale of the Corporate Debtor on a going concern basis in accordance with the provisions of Insolvency and Bankruptcy Code, 2016, Liquidation Process Regulations and this E-Auction Process Information Document, however, shall not include the receivables in respect of the pending insurance claim made by the Corporate Debtor with regard to the fire accident held on 02-01-2021 and shall not form part of the assets under sale and the amounts shall be for the benefit of the stakeholders and the Successful Bidders shall have no right, claim, or interest on the same.
32. The Liquidator reserves the right to change any of the terms and conditions at any time during the E-Auction Process including to cancel the E-Auction.
33. The information provided in this E-Auction Process Information Document should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this Document and the

Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.

34. The information contained in this Document or the information subsequently provided to the Bidder(s), whether verbally or in documentary or through Data Room or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this Document.
35. This E-Auction Process Information Document does not constitute advice and the Liquidator shall not be held responsible for any sort of claim on information given in this regard. The Liquidator hereby excludes any warranty, express or implied by any party on such information.
36. 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 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 liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion without obligation to notify any Person / Bidders of such revision or changes.
37. The issuance of this Document does not imply that the Liquidator is bound to select a Qualified Bidder or to choose the highest Bidder as Successful Bidder for the Corporate Debtor on a going concern basis put-up for auction in terms of this Document and the Liquidator reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
38. All terms and conditions with respect to the sale of the Corporate Debtor on a going concern basis shall be governed by the decisions taken by the Liquidator, keeping in mind the advice of the Stakeholders' Consulting Committee (SCC) subject to the directions of the NCLT and in accordance with the provisions of Applicable Laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale of the Corporate Debtor on a going concern basis and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, so as to enable the sale Corporate Debtor on a going concern basis.

39. The Annexures / Forms / Formats to this Document form an integral part hereof and this Document shall always be read in conjunction with the Annexures / Forms / Formats appended hereto.
40. This E-Auction Process Information Document is neither transferable nor assignable.
41. The documents in relation to the Corporate Debtor as a going concern as available with the Liquidator will be made available to Qualified Bidder(s) subject to submission of forms as stated in the Time Table on request to the Liquidator for inspection. Nothing contained in this 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.
42. The Bidders 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.
43. The Bidders shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.
44. The Corporate Debtor on a going concern basis is proposed to be sold on “as-is-where-is”, “as-is-what- is”, “whatever-there-is” and “without-recourse” bases and the proposed sale of the Corporate Debtor on a going concern basis does not entail transfer of any title, except the title which the Corporate Debtor has on these assets as on date of transfer. All local taxes / maintenance charges / electricity / water charges etc., outstanding as on date or yet to fall due in respect of any assets of the Corporate Debtor should be ascertained by the Qualified Bidder of that particular asset and shall be borne by him if he becomes the Successful Bidder of the Corporate Debtor on a going concern basis.
45. The Annexures / Forms to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures / Forms hereto. In the event of any inconsistency between the terms contained in the E-Auction Process Document and that of the Annexures / Forms, the terms contained in the Annexures / Forms shall prevail.

46. The Liquidator may also at his own discretion, if deemed necessary, issue interpretations and clarifications from time to time to the interested / Qualified Bidders by way of emails and/or on the Corporate Debtor'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 his representatives and advisors shall not in any way or manner be binding on the Liquidator.
47. It is specifically clarified that grant or refusal to grant of any such concessions/ reliefs/ affirmations/ confirmations etc. from the Adjudicating Authority or otherwise disposal of such application in any manner whatsoever by the Adjudicating Authority or any other forum, shall not be a condition precedent to acquire the Corporate Debtor in terms of this Process Document and Successful Bidder shall be under the obligation to deposit the Balance Consideration and to acquire the Corporate Debtor as such.

## KEY DEFINITIONS

48. Unless the context otherwise requires, the words and phrases used in this connote the meaning as given below:
- a) **“Adjudicating Authority”** or **“NCLT”** shall mean the Hyderabad Bench of the Hon'ble National Company Law Tribunal.
  - b) **“Affidavit and Undertaking”** shall mean the affidavit and undertaking provided by the Bidder substantially in form and manner as annexed in **Form B** hereto.
  - c) **“Affiliate”** shall mean with respect to any Person shall mean any other Person which, directly or indirectly (a) Controls such person; or (b) is Controlled by such Person; or (c) is Controlled by the same Person who, directly or indirectly Controls such Person.
  - d) **“Applicable Laws”** shall mean all the applicable laws, codes, rules, regulations, guidelines, circulars, enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any Court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, Court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Process Regulations, Companies Act, 1956 /



2013 (as applicable), Competition Act, 2002, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this e-Auction Process Information Document or thereafter and each as amended from time to time;

- e) “**Associate Company**” has the meaning given to it in the Companies Act, 2013
- f) “**Authorized Signatory**” in respect of a Bidder means a person or persons duly authorized by such Bidder (vide a valid Board Resolution or a Power of Attorney) to execute the necessary documents (and all ancillary documentation, undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document as may be required), including all amendments and variations thereto and provide representations, information, responses, clarifications to the Liquidator, and generally deal with the Liquidator with respect to bidding in this E-Auction process.
- g) “**E-Auction Process**” means the process of e-Auction commencing from the date of Public Announcement till the confirmation of Successful Bidder for the Corporate Debtor on a going concern basis hereby put-up for e-auction in terms of this Document.
- h) “**Bid**” means, any bid submitted by the Bidders as required in terms of this e-Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws.
- i) “**Corporate Debtor**” shall mean ‘Ind-Barath Power Gencom Limited’ a company incorporated in India under the Companies Act, 1956, having its registered office at H. No. 8-5-210/43, Plot no. 44, Shiva Enclave, Old Bowenpally, Secunderabad – 500011 Ranga reddy dist. Telangana.
- j) “**Confidential Information**” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Corporate Debtor 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 Corporate Debtor 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 his representatives pursuant to the liquidation process or through the Confidentiality Undertaking;

- k) **“Consortium”** in respect of a Bidder means any Person acting together with another Person as a consortium/joint bidder or joint venture (whether incorporated or not) for the purpose of submission of Bid, provided that no member of such Consortium is disqualified under Section 29A of the IBC.
- l) **“Control”** means a Person holding more than 26% (twenty six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise.
- m) **“Confidentiality Undertaking”** shall mean an undertaking as specified in **form D – Confidentiality Undertaking** herewith.
- n) **“Data Room”** shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Corporate Debtor.
- o) **“E-Auction Process Participant”** or **“Bidder”** mean, Person or Persons who submitted an EOI and other documents as per the e-Auction Process Information Document for the purpose of declaration as a Qualified Bidder and shall include a Qualified Bidder, Unsuccessful Bidder or the Successful Bidder, as the case may be and as the context requires and accordingly, the intending Person or Persons willing to become Bidders shall be referred to as “Interested Bidders” or “Prospective Bidders”.
- p) **“E-Auction Process Information Document”** or **“Document”** means this document including all the annexures, formats, forms thereto, appendices, Data Room information / documents, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and Liquidation Process Regulations and shall include all supplements, modifications,

amendments, alterations or clarifications thereto issued in accordance with the terms hereof;

- q) **“Eligibility Criteria”** shall mean the legal criteria as specified in the Eligibility Criteria Clause of this E-Auction Process Information Document.
- r) **“Group Company(s)”** means: (i) a company which, directly or indirectly, holds 26% (twenty six percent) or more of the share capital of the said company or (ii) a company in which the said company, directly or indirectly, holds 26% (twenty six percent) or more of the share capital or (iii) a company in which the said company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise or (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the said company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a company which is under common Control with the said company; or (vi) an Associate Company.
- s) **“IBC”** or **“Code”** shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued thereunder, for the time being in force.
- t) **“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 Corporate Debtor as a going concern, including the balance sale consideration payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations.
- u) **“Liquidation Process Regulations”** means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 for the time being in force.
- v) **“Liquidator”** means an Insolvency Professional appointed as a liquidator in accordance with section 34 of the IBC and in this present context denotes Sri Rajesh Chillale who is appointed as the Liquidator of the Corporate Debtor by the NCLT.

- w) **“Parent Company”** in respect of a Bidder means a company which Controls the Bidder, either directly or indirectly. In the event of a Consortium being the Bidder, the company which Controls the Lead Member shall be the Parent Company.
- x) **“Person”** shall mean an individual, a partnership firm, an association, a corporation, a limited liability Company, a Trust, a Body Corporate, Bank or Financial Institution or any other Body, whether incorporated or not.
- y) **“Qualified Bidder(s)”** shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document, to the satisfaction of the Liquidator.
- z) **“Successful Bidder”** or **“Successful E-Auction Process Participant”** means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase.

## LIQUIDATION PROCESS

49. The Corporate Debtor’s Liquidation Process was initiated under the provisions of the IBC and the Liquidation Process Regulations by an Order of the NCLT. As per the said Order, Sri Rajesh Chillale is appointed as the Liquidator.
50. It is the endeavor of the Liquidator to sell/ liquidate/ realize the assets and properties being part of the liquidation estate of the Corporate Debtor in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Corporate Debtor and in the manner specified in this Document.
51. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation

process of the Corporate Debtor and in the manner specified in this Document so as to maximize the realization, while at the same time conducting the process in a fair and transparent manner.

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

### **SALE OF THE CORPORATE DEBTOR AS A GOING CONCERN**

53. The sale of the Corporate Debtor as a going concern mentioned in this E-Auction Process Document and in the public advertisement published by the Liquidator shall be subject to the terms and conditions set out in this Document.

54. As per the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, the Liquidator is authorized to sell the Corporate Debtor as a going concern through E-Auction process. Hence, the Liquidator is issuing this Document for invitation of Bid from interested Bidders to sell the Corporate Debtor as a going concern on **“as is where is, as is what is, whatever there is and without recourse basis”**.

55. Documents regarding the sale of the Corporate Debtor on a going concern basis are as per the details available with the Liquidator and neither the Liquidator nor the Agency shall, in any way, be responsible for any variation in the extent of the properties/assets due to any reason.

56. This E-Auction Process Information Document has been issued with the intent to carry out e-auction of M/s Ind-Barath Power Gencom Limited (in liquidation) as a going concern 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 Corporate Debtor available for sale in e-auction is provided in **Annexure - I**. The details of the Corporate Debtor assets specifically excluded from sale is provided in **Annexure - II**.

57. An E-Auction Process Applicant shall not be eligible to submit a Bid for purchase of the Corporate Debtor on a going concern basis if it fails to meet the eligibility criteria as set out in Section 29A of the IBC.

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

- a. is an undischarged insolvent.
- b. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c. 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 (NPA) in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 or guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the date of commencement of the liquidation process of the Corporate Debtor: PROVIDED that the person shall be eligible to submit a 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 bidder where such bidder is a financial entity and is not a related party to the Corporate Debtor.
- d. has been convicted for any offence punishable with imprisonment:
  - i. for two years or more under any Act specified under the Twelfth Schedule; or
  - ii. for seven years or more under any law for the time being in force: PROVIDED that this clause shall not apply to a person after expiry of a period of two years from the date of his release from imprisonment.

- e. is disqualified to act as a Director under the Companies Act, 2013: PROVIDED that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- h. has executed a guarantee in favour of a creditor in respect of a Corporate Debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid either in full or in part;
- i. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j. has a connected person not eligible under clauses (a) to (i)

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

- i. Any person who is the promoter or in the management or control of the e-Auction process applicant; or
- ii. Any person who shall be the promoter or in management or control of the assets of the Company pursuant to sale thereof as part of the liquidation process of the Company; or
- iii. The holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii): PROVIDED that nothing in clause (iii) of this Explanation shall apply to a bidder where such bidder is a financial entity and is not a related party of the corporate debtor:

PROVIDED further that the expression “related party” shall not include a financial entity regulated by a financial sector regulator, if it is a financial

creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, 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 regulators of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;
- c. any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);
- d. an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- e. an Alternate Investment Fund registered with Securities and Exchange Board of India;
- f. Such categories of persons as may be notified by the Central Government.



## PHYSICAL VERIFICATION OF THE CORPORATE DEBTOR AND SITE VISIT

59. All such qualified Bidders shall be eligible for a site visit of the Corporate Debtor / unit as per the date & time in the Time Table given above, with a prior permission of the Liquidator (2 days advance intimation).
60. Submission of a Bid Application form will be deemed admission that Qualified Bidder has conducted Site visit. It is further clarified that non-conduction of Site visits cannot form basis for delay in submission or withdrawal of the Bid.
61. The agency / the Liquidator shall not be responsible for rendering any assistance to the Bidder in connection with its independent inspection of the Corporate Debtor. All such inspections by such interested Bidders shall be at their own cost and the Liquidator shall not be obligated to arrange transit or other facilities for such interested bidders.
62. Bidders are bound by the principle of Caveat Emptor (buyer beware).
63. Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to the Corporate Debtor.
64. Notwithstanding anything to the contrary contained in this Document, the Liquidator shall have no obligation to manage agendas, supply exclusive written responses or arrange and/or facilitate a Site visit or management meeting for the prospective Bidders. All arrangements shall be made and executed on a reasonable endeavor basis. Further, the Liquidator shall not be obligated to, arrange meetings with specific persons or with customers or suppliers of the Corporate Debtor.
65. Each Qualified Bidder shall be deemed to have full knowledge of the Corporate Debtor, at the time when it submits its bid application, irrespective of whether or not such Bidder actually reviews the documents provided or inspects or participates in the Site visit(s).
66. The interested / qualified Bidders are expected to carry out their own comprehensive due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the Corporate Debtor, its assets, relevant documents, information, etc. whether or not the interested /qualified Bidder actually inspects or participates in the Site visit or reviews or verifies the documents provided by the Liquidator.

67. Any delay in completion of the Site visit or due diligence by the interested Bidders, shall not entitle the interested Bidder to any extension in the timelines, including the timeline for completion of such visit or meetings or due diligence or submission of the bid.

## DUE DILIGENCE

68. The Liquidator shall endeavor to facilitate the conduct of due diligence by Qualified Bidders. The required information and documents, which in the opinion of the Liquidator are required, to form an informed opinion or come to a decision about the bidding shall be provided by the Liquidator in good faith through this E-Auction Process Information Document and / or through a Data Room created for this purpose.

69. While the data / information provided in this E-Auction Process Information Document and the Data Room has been prepared and provided in good faith, the Liquidator and his representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.

70. It is further clarified that the data / information provided in the Data Room, if any, has been prepared based on books of accounts, financial statements, Corporate Debtor's website, discussions and representations furnished by the erstwhile directors and key managerial personnel of the Corporate Debtor. Reasonable care has been taken in compiling various data and information. However, the Liquidator along with his consultants or representatives make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assumes no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the Data Room.

71. Any clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this 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 his discretion, issue modification to the clarifications, if required. Such modifications shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as part of this E-Auction Process Information Document.

72. The request for additional information, if any, may be sent to [rajesh.c.irp@gmail.com](mailto:rajesh.c.irp@gmail.com) disclosing the identity of the Bidder.

73. The interested E-Auction Process Participants should make their own - independent inquiries regarding the encumbrances, title of Assets hereby put- up for and the claims/ rights/ dues/ affecting these Assets and should conduct their own due diligence prior to submitting their Bid.

#### EARNEST MONEY DEPOSIT

74. An E-Auction Process Applicant / Qualified bidder shall provide the required amount of Earnest Money Deposit (EMD) in the manner specified in this Document.

75. The Earnest Money Deposit would not be bearing any interest.

76. It is also possible for a Bidder to provide the Earnest Money Deposit through its Associate or Associate Company. Such payment of the Earnest Money Deposit by an Associate or Associate Company of the Bidder shall be accompanied by a Letter in the format set out in Form I (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also meet the qualifications specified for a Qualified Bidder in this e-Auction Process Information Document and shall submit all the documents as required to be submitted by the Bidder:

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

77. The EMD is required to be remitted by the E-Auction Process Applicant through RTGS / NEFT to the account details given below prior to submitting the Bid Application Form:

Account Number	921020040610434
Beneficiary Name	Ind-Barath Power Gencom Limited (In Liquidation)
Bank Name	Axis Bank Limited
Branch	Jubilee hills, Hyderabad
IFSC Code	UTIB0000030

78. The details of any remittances in this regard shall be entered in the Bid Application Form to be submitted by the Bidder. The entire EMD amount shall be remitted from a single Bank Account only.

79. Bidders shall preserve the remittance challan and shall produce the same to the Liquidator as and when demanded. However, the copy of such challan or such other proof of deposit of EMD shall form part of the Bid Application Form.

80. The EMD can also be remitted by way of Bank Guarantee issued by any scheduled commercial bank in India ("Bank") in favour of the Beneficiary, i.e., Ind-Barath Power Gencom Limited – in liquidation, in the format as provided in Form I (Earnest Money – Bank Guarantee) provided in this E-Auction Process Information Document. The bank guarantee should be valid for a period 6 months from the date of e-auction date with an additional 30 days claim period.

81. The Bank Guarantee shall be issued and renewed from time to time as may be required by the Liquidator. In the event of any extensions in the timelines of this Bidding Process, the Bank Guarantee shall have to be extended accordingly, from time to time, by the Bidder and the Bidder unconditionally undertakes to do so.

82. In case, the Successful Bidder has submitted his EMD through a Bank Guarantee, Such Successful bidder shall replace the Bank Guarantee with the deposit of EMD to the bank account mentioned herein within 5 (Five) working days from the date of declaration of the Successful Bidder by the Liquidator. It is further clarified that the Liquidator shall handover such Bank Guarantee only upon deposit of the EMD.

83. All the payments made by the Bidder under the e-Auction shall be intimated to the Liquidator at [rajesh.c.irp@gmail.com](mailto:rajesh.c.irp@gmail.com).
84. The EMD / Bank Guarantee submitted by the unsuccessful Bidders shall be returned by the Liquidator within 10 days from the date of declaration of the Successful Bidder. Under no circumstances Bidders will be entitled for interest even if there is any delay in refunding the Earnest Money Deposit or Bank guarantee beyond 10 days.
85. In case the auction fails or if the Bidder is not declared as a Successful Bidder, then the Earnest Money paid by such Bidder shall be returned (without interest) to such Bidder within timeframe mentioned in this Document as detailed above.

#### FORFEITURE OF EARNEST MONEY DEPOSIT FROM THE E-AUCTION APPLICANT/ BIDDER

86. It is to be noted that the EMD furnished along with such other amounts / monies paid till such point of time can become liable for forfeiture at any time, upon the occurrence of any of the following events, notwithstanding the fact whether such Bidder has not been declared as a Successful Bidder:
- a. If there is a breach of any of the conditions mentioned in this e-Auction Process Information Document by the Bidder or when the Bidder is found to have made any misrepresentation.
  - b. If the Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC or any Regulations made thereunder, for the time being in force, or is found to have made a false or misleading declaration about the eligibility as set out in Section 29A of the IBC or any Regulations made thereunder for the time being in force;
  - c. If the Bidder is declared as the Successful Bidder, but fails to accept the Letter of Intent issued by the Liquidator; or
  - d. If the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

- e. It is clarified that any invocation/forfeiture of the Earnest Money Deposit, by the Liquidator, shall not limit any other rights or remedies that the Liquidator may have under Applicable Law or otherwise, against any Bidder.

## DECLARATION OF SUCCESSFUL BIDDER

87. The Liquidator upon the conclusion of the e-auction bidding process, shall declare the Successful Bidder(s) for the Corporate Debtor as a going concern put-up for Auction, excluding the receivables from the pending insurance claims made by the Corporate Debtor against the fire accident held on 02-01-2021 and shall not form part of the assets under sale and the amounts shall be for the benefit of the stakeholders and the Successful Bidders shall have no right, claim, or interest on the same. The successful bidder shall execute necessary affidavits and documents where every necessary. The Successful Bidder(s) shall be determined by the Liquidator on the basis of the highest bid received for a Corporate Debtor as going concern in terms of this e-Auction process. In case of any dispute/discrepancy, the Liquidator shall assess the e-Auction applications and declare the Successful Bidder(s) offering maximum value for the Corporate Debtor as going concern. This right of selecting and declaring the Successful Bidder (s) shall solely rest with the Liquidator at all times.
88. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

## ISSUANCE OF LETTER OF INTENT TO THE SUCCESSFUL BIDDER

89. The Liquidator will issue a Letter of Intent to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Letter of Intent will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and not in any other's name.
90. The said Successful Bidder shall convey their acceptance to the Letter of Intent on or before the date and time mentioned in the Time Table It is clarified that the said

conveying of the acceptance of the Lol shall be by both through online and deliver of the signed copy to that effect to the Liquidator on or before the date and time mentioned in the Time Table above.

91. The Successful Bidder would have to comply and adhere to the terms and conditions of Letter of intent issued by the Liquidator.
92. The Successful Bidder shall deposit 25% of the consideration amount to the account provided by the Liquidator, above, within the date and time mentioned in the Time Table without fail. It is clarified that the amount paid as EMD, shall be appropriated towards the required initial deposit of 25% of the consideration.
93. The Successful Bidder shall pay the balance sale consideration to the account provided by the Liquidator, above, within the date and time mentioned in the Time Table. Upon completion of the payment of the complete consideration, the Successful Bidder shall be entitled to get the definitive documents executed and/ or registered in its name, subject to other terms and conditions of this Document.
94. It is clarified that the failure of the Successful Bidder to pay the initial 25% or the balance consideration or part therein within the timelines as per the Timetable, shall entitle the Liquidator to forfeit the EMD, and such other amounts/monies paid till such point of time by the Successful Bidder, without any notice or intimation to the Successful Bidder and to cancel the Letter of Intent issued to the Successful Bidder.
95. The timeline for payment of balance sale consideration may be extended at the sole discretion of the Liquidator, to the extent permissible under the Applicable Laws and Regulations and in the manner specified therein.
96. Provided that payments made after 30 (thirty) days shall attract interest at the rate of 12% per annum: Provided further that the sale shall be cancelled if the payment is not received within 90 (ninety) days from the date of Letter of Intent.

#### **SET-OFF OF EARNEST MONEY OF THE SUCCESSFUL BIDDER**

97. Unless expressly indicated by the Bidder to the contrary, the Earnest Money shall be set-off against or used as part of the consideration that the Successful Bidder is required to pay in respect of the Corporate Debtor on a going concern basis for which he is declared the Successful Bidder;

## TRANSACTION DOCUMENTS

98. A sale certificate and / or conveyance document and/ or Invoice and/ or transfer documents for the Corporate Debtor as going concern shall be issued / executed between the Successful Bidder and the Liquidator upon receipt of the full sale consideration by the Liquidator (including taxes if any). All such costs of the registration, stamp duty, mutation, taxes, GST and such other charges as are attributable for such transfer of the Corporate Debtor as a going concern shall be borne by the Successful Bidder only.

## DEFAULT BY SUCCESSFUL BIDDER AND ITS RESULTS

99. In the event of the Successful Bidder withdrawing his e-Auction Application, Liquidator shall have the right to forfeit the Earnest Money Deposit and such other amounts / monies paid by such Successful Bidder till such point of time, without any notice.

100. Failure of the said Successful Bidder to convey their acceptance to the Letter of Intent on or before the date and time mentioned in the Timetable shall result in forfeiture of the EMD along with monies / amount paid till such time, if any, without any notice.

101. Failure on the part of the Successful Bidder to comply and to adhere to the terms and conditions of Letter of intent issued by the Liquidator. would render the EMD and all such monies / amount paid till such point of time, liable for entail forfeiture and the property shall be put to re-Auction and the defaulting bidder shall have no claim / right in respect of property or the EMD amount or against any such monies / amount paid till such point of time, whatsoever.

102. In case the EMD is submitted by the Successful Bidder, by way of a Bank Guarantee, and such Successful Bidder fails to replace the Bank Guarantee with deposit of EMD within 5 (five) working days from the date of declaration of Successful Bidder by the Liquidator, the Liquidator shall encash the Bank Guarantee at the risk & responsibility of the successful Bidder and forfeit any amounts / monies paid till such point of time without any notice.



103. In case the balance sale consideration is not paid within the timelines, the Letter of Intent is liable to be withdrawn and the EMD and other amounts received towards the sale consideration till that time are liable to forfeited.

## FRAUDULENT AND CORRUPT PRACTICES

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

105. 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. “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.

c. “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;

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

e. “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.

106. A Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders.

107. The Bidder shall not divulge either his Bid or any other details provided to him or during the due diligence process in respect of the Corporate Debtor on a going concern basis to any other party. Prior to conduct of due diligence / site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Corporate Debtor / Liquidator.

## COSTS, EXPENSES AND TAX IMPLICATIONS

108. The E-Auction Process Applicant shall be responsible for all the costs incurred by it on account of its participation in the Auction Process, including any costs associated with participation in the discussion meeting (if any), site visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.
109. It is hereby clarified that the E-Auction Process Applicant shall make its own arrangements including accommodation for the discussion meeting, if any, or site visit and all costs and expenses incurred in that relation shall be borne by the e-Auction Process Applicant.
110. The E-Auction Process Applicant shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the e-Auction Process.
111. It is to be noted that all taxes applicable (including stamp duty and registration charges) on sale of Corporate Debtor on a going concern basis would be borne by the Successful Bidder:
112. The Successful Bidder shall also bear all the necessary expenses, if any, like additional stamp duty, transfer charges, mutation fee, dues of land development agencies and industrial development area agencies, local and municipal taxes, assessment charges, GST, TDS etc. for transfer of property (ies) in its name;
113. It is expressly stated that the Liquidator does not take or assume any responsibility for any dues or otherwise of the Corporate Debtor, including such dues, if any, which may affect transfer of the Corporate Debtor on a going concern basis in the name of the Successful Bidder and such dues, if any, will be required to be borne / paid by the Successful Bidder.
114. The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC and the Regulations thereunder as well as all Applicable Laws concerning 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 the relevant applicable Laws for purchasing the Corporate Debtor on a going concern basis hereby put-up for auction.

## GOVERNING LAW AND JURISDICTION

115. This E-Auction Process Information Document and other documents concerning the E-Auction Process and the other documents concerning to the E-Auction Process Information Document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document or the E-Auction Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and Tribunals at Hyderabad, India.

Sri Rajesh Chillale has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India, his Registration No.: IBBI/IPA-001/IP-P00699/2017-18/11226. The affairs, business and property of Ind-Barath Power Gencom Limited are being managed by the Liquidator, Sri Rajesh Chillale, who acts as an agent of Ind-Barath Power Gencom Limited only and without personal liability.

Sd/-

**Rajesh Chillale**

Liquidator

IBBI Reg. No: IBBI/IPA-001/IP-P00699/2017-18/11226

**Ind-Barath Power Gencom Limited (in Liquidation)**

B-421, Western Plaza, OU colony

H S Darga, Hyderabad - 500008

e-mail: [rajesh.c.irp@gmail.com](mailto:rajesh.c.irp@gmail.com)

Contact No.: +91 9866294434

Date: 15-12-2021

Place: Hyderabad

FORM A - EXPRESSION OF INTEREST

(On the letterhead of the person submitting the EOI)

EXPRESSION OF INTEREST (EOI)

To,  
Sri Rajesh Chillale, Liquidator,  
Ind-Barath Power Gencom Limited (In Liquidation)  
B-421, Western Plaza,  
OU colony, H S Darga,  
HYDERABAD - 500008  
(“Liquidator”)

Date:

Sub: Submission of Expression of Interest (EOI) for the purchase of Corporate Debtor M/s Ind-Barath Power Gencom Limited (in liquidation) on a going concern basis under IBC, 2016 in response to the Public Announcement dated \_\_\_\_\_ by the Liquidator.

Dear Sir,

We hereby submit an EOI with regard to acquiring the Corporate Debtor M/s Ind-Barath Power Gencom Limited, on a going concern basis under IBC, 2016

1. We undertake that the information furnished by us in this EOI and the Annexures is true, correct, complete and accurate. Further, we agree and acknowledge that:
2. We, the undersigned Bidder(s) having read and examined in detail the Process Document (being referred to as the Document also) including the disclaimers to the Document, set out the related information in relation to the Bidding Process conducted for the Corporate Debtor.
3. We express our interest to bid for the Corporate Debtor on a whole as a going concern
4. We hereby unconditionally and irrevocably agree and accept the terms of the Document and that the decision made by the Liquidator and/or the Adjudicating Authority in respect of any matter with respect to, or arising out of, the Document, shall be binding on us. We hereby expressly waive any and all claims in respect of the Bidding Process.
5. The Liquidator reserves the right to determine at his sole discretion, whether or not we qualify for the participation in the sale process and may reject the EOI submitted by us without assigning any reason whatsoever;

6. We confirm that there are no litigation/disputes/proceedings pending or threatened against us, which affects our ability to fulfil our obligations under the EOI & Bid and the document.
7. The Liquidator reserves the right to request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirement. Failure to satisfy the queries of the Liquidator may lead to the rejection of our participation pursuant to EOI.
8. Submission of this EOI alone does not automatically entitle us to participate in the net state of the sale process.
9. The eligibility criteria under the Code shall be continued to be complied with throughout the sale process, and any changes in the details provided under the EOI or any material adverse change effecting the EOI or ability to participate shall be intimated immediately and in any case not later than 3 (three) business days to the Liquidator.
10. We undertake to follow the further process of sale as Liquidator informs us including the E-Auction Process Information Document.
11. We also undertake that our EOI is for purchase of advertised Corporate Debtor on going concern basis on “as is where is”, “as is what is”, “whatever there is” and “no recourse” basis.
12. Capitalized terms, not defined herein, shall have the meaning given to them in the Document.
13. Contact person: The details of the contact person for the purposes of this EOI & Bid are provided below:

Name : [●]  
Designation : [●]  
Company Address : [●]  
Phone Nos : [●]  
Fax Nos. : [●]  
E-mail address : [●]

Yours faithfully,

For (insert name of the person submitting the EOI)

Signature:

Name of the Authorised Signatory

Designation (no less than a Director or Partner of the entity or a person specifically authorized by the Board of the person):

Bidders Seal / Stamp

Note: The signatory signing the EOI and other supporting documents should be an authorized signatory supported by necessary board resolution / authorization letter or the Director or Partner of such person itself may sign the EOI.

FORM B - FORMAT OF AFFIDAVIT AND UNDERTAKING FOR DISCLOSING ELIGIBILITY  
UNDER SEC 29A OF THE IBC

(to be given on Rs. 100 Stamp Paper and to be Notarized)  
AFFIDAVIT AND UNDERTAKING

Date:

Sri Rajesh Chillale, Liquidator,  
Ind-Barath Power Gencom Limited (In Liquidation)  
B - 421, Western Plaza,  
OU colony, H S Darga,  
HYDERABAD - 500008

Dear Sir,

Sub: Affidavit cum Undertaking on eligibility under Section 29A of the Insolvency and Bankruptcy Code, 2016 **(In case of a Consortium to be submitted by each member of Consortium)**

Dear Sir,

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 \_\_\_\_\_:**

- i. Is an un-discharged insolvent;
- ii. Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- iii. 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 a 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 prospective Bidder 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 prospective Bidder 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 prospective Bidder for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

- iv. 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.

- v. Is disqualified to act as a director under the Companies Act, 2013;
- vi. Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- vii. 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 prospective Bidder pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such prospective Bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

- viii. 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;
- ix. Is subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or
- x. Has a connected person not eligible under clauses (a) to (i) of Section 29A of IBC.  
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 prospective Bidder; or
  - (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or
  - (iii) the holding company, subsidiary company, associate company or related

party of a person referred to in clauses (i) and (ii):

Provided that nothing in clause (iii) of Explanation I shall apply to a prospective Bidder 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 Ind-Barath Power Gencom 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 and all such monies / amount paid till such point of time would be forfeited along with all other amount or monies paid by me till such point of time and the same would be deposited in the account of Ind-Barath Power Gencom Limited– in liquidation.
- e. 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.
- f. 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)

FORM C - CONFIDENTIALITY UNDERTAKING

(on a stamp paper)

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 **Mr. Rajesh Chillale**, Liquidator of M/s Ind-Barath Power Gencom Limited (In Liquidation).

**WHEREAS** M/s. Ind-Barath Power Gencom Limited (In Liquidation), a company registered under Companies, Act, 1956, (hereinafter referred as the “Corporate Debtor”) is undergoing liquidation proceeding vide order dated August 13, 2021 in IA No. 1189/2021 in CP(IB) No. 187/7/HDB/2019 passed by Hon’ble NCLT, Hyderabad, Bench-I (“NCLT”) and **Mr. Rajesh Chillale**, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having Registration Number IBBI/IPA-001/IP-P00699 /2017-18/11226 has been appointed as the Liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of M/s Ind-Barath Power Gencom Limited (In Liquidation).

**WHEREAS** the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process in respect of sale of the Corporate Debtor as a going concern in accordance with the provisions of 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 E-Auction Process Information Document.

**WHEREAS** the Liquidator is required to share certain data, documents in relation to the Corporate Debtor 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, if any, and during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under IBC and Liquidation Process Regulations.

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

1. The Bidder(s) shall not divulge any part of the information 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 Corporate Debtor or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone including the information provided through the E-Auction Process Information Document 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 Corporate Debtor, 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 Corporate Debtor 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 Corporate Debtor, 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 un-authorised access, use, dissemination, copying, any theft or leakage;
  - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information including the data obtained from the Virtual Data Room upon the

Confirmation of the Successful Bidder 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, 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 Corporate Debtor, all information related to disputes by or against the Corporate Debtor and other matter pertaining to the Corporate Debtor; 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. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out

of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Corporate Debtor 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 Liquidator may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and Tribunal at Hyderabad 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./ Miss/ M/s \_\_\_\_\_ (Name and Designation)

Authorised Signatory

Date:

Place:

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



*IRREVOCABLE POWER OF ATTORNEY*

*(To be executed on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to the place of execution. Foreign companies submitting resolution plans are required to follow the applicable law in their country and Indian law applicable to documents executed outside India.)*

IRREVOCABLE POWER OF ATTORNEY

Know all men by these presents, We, [Insert name and address of the registered office of the prospective Bidder] [Insert the name of the Lead Member] [authorised by the members of the Consortium comprising of [insert names of members of the Consortium pursuant to the consortium agreement dated [•]] do hereby constitute, appoint and authorize Mr./Ms. [Insert name and residential address of the attorney] who is presently holding the position of [•] as our true and lawful attorney (“**Attorney**”), to do in the name of the prospective Bidder and on the behalf of the prospective Bidder, all such acts, deeds and things necessary in connection with or incidental to the submission of the Bid or any other document as may be required under or pursuant to the E- Auction Process Information Document, including the signing and submission of Bid Application Form and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or document that the Liquidator may require the prospective Bidder to submit. The aforesaid Attorney is further authorised to provide representations, information or responses to the Liquidator or the Adjudicating Authority, as the case may be, and make representations to the prospective Bidder and generally deal with the Liquidator with respect to the Bid in E-Auction Process, in accordance with the terms of the E-Auction Process Information Document and other documents submitted pursuant to the E- Auction Process Information Document.

We hereby ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the prospective Bidder and shall always be deemed to have been done by the prospective Bidder.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the E-Auction Process Information Document.

Signed by the within named

*[Insert name of the prospective Bidder. If the prospective Bidder is a Consortium, then this document will be executed by the Lead Member.]*

Through the hand of Mr.....

(Name, designation and address of the executant)

Duly authorised by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....Signatory of Attorney

(Name, designation and address of the Attorney) Attested

..... (Signature of executant)

(Name, designation and address of the executant)

..... Signature and stamp of Notary of the place of execution

Common seal of.....has been affixed in my / our presence pursuant to Board of Director's

Resolution dated WITNESS

1 . (Signature)

Name .....

Designation.....

2 . (Signature)

Name .....

Designation

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the prospective Bidder and the same should be under common seal of the prospective Bidder affixed in accordance with applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the prospective Bidder in this regard.
- (2) The person authorized under this power of attorney shall be a person holding a designation equivalent to a key managerial person (as defined under the Companies Act, 2013).
- (3) In case of the prospective Bidder being a foreign company, the same shall be signed by a person of equivalent position and the requisite legalization and apostillisation or consularisation process shall be duly completed.
- (4) In the event, the power of attorney has been executed outside India, the same shall be required to be duly notarized by a notary public of the jurisdiction where it is executed and the requisite legalization and apostillisation or consularisation process shall be duly completed.
- (5) Also, wherever required, the prospective Bidder should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the prospective Bidder.
- (6) The prospective Bidder shall submit a power of attorney or such other equivalent authorization as may be deemed to be adequate in the jurisdiction of incorporation of the prospective Bidder.

**FORM E - COMPOSITION AND OWNERSHIP STRUCTURE OF THE PROSPECTIVE  
BIDDER**

*[In case of Consortium, for each member of the Consortium] (On the letter head of the Bidder duly stamped)*

*[Please tick the correct option]* The Bid Application is being submitted by \_\_\_\_\_ in its capacity as a company/ body corporate/ financial institution/funds/ Consortium.

In case of Consortium, details of the members of Consortium:

<b>Members of Consortium</b>	<b>Equity Interest (%) held or to be held in the Consortium</b>	<b>Nature of establishment of the member</b>
Member 1 (Lead Member)		
Member 2		
<i>[ Please add extra rows if there are more than two members]</i>		

**Corporate Details:**

Please provide the following information for the prospective Bidder:

i. Company's Name, Address, Nationality details:

Name	
Registered Office	
Website Address	
Corporate Identification Number, if any	
Country of Origin	
Address for Correspondence	
Year and Date of Incorporation	
Company's Business Activities:	
Name of the Representatives	
Name and Details of all Connected Persons	
Telephone Number	
Email Address	
Fax No.	

ii. Please provide the following documents:

- a) Copy of the memorandum and articles of association and certificate of incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation of the prospective Bidder and, in case the prospective Bidder is a special purpose vehicle set up for submitting the Bid, of the Parent Company), including amendments, if any, certified by the company secretary, or equivalent or a director of the prospective Bidder (as an annexure to this Format)
- b) If the prospective Bidder is a consortium, then copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable in the case of a foreign company), including their amendments of each of the consortium member (certified by the company secretary or a director) (as attachment to this document).
- c) Authority letter in favor of the Liquidator from the prospective Bidder and in case the prospective Bidder is a special purpose vehicle set up for submitting the Bid, from the Parent Company (**as per Annexure V**) authorizing the Liquidator to seek reference from their respective bankers, lenders, financing institutions of the prospective Bidder and any other person, as set out in Annexure V (Authorisation).
- d) Annual report or audited financials of the prospective Bidder, Parent Company and corporate guarantor, if applicable for the preceding 3 (three) years. A certificate from the statutory auditor/ chartered account as on 31st March 2021 for (a) net worth (in case the prospective Bidder is a corporate including limited liability partnership), and (b) total assets under management (AUM) in case the prospective Bidder is a financial investor, fund, private equity investor, non-banking financial company, asset reconstruction company, banks or financial institution, in each case as provided in the eligibility criteria provided in the E-Auction Process Information Document. In case you are relying on the eligibility criteria of your Group Company, please also provide such details for the relevant Group entity along with documentary evidence in the form of a certificate from a practicing company secretary or statutory auditor to establish such relationship.
- e) Copy of permanent account number card of the prospective Bidder (or equivalent identification for an overseas entity);
- f) Credit opinion report from the principal bank of the prospective Bidder and its Parent company;

- g) External rating report if available for the prospective Bidder and the Parent Company /Ultimate Parent. In case not provided, the prospective Bidder will be treated as unrated;
- h) Please provide details in following format for directors of prospective Bidder, and in case the prospective Bidder is a special purpose vehicle set up for submitting the Bid, provide details of directors of the Parent Company as per format below:

Name	Designation	Identification Nos.			Full Address	Other Directorships
		DIN	PAN	Passport		

The prospective Bidder shall submit photocopy of the passport for each of the Directors and other 'know your customer' details.

Please confirm if any of the above have been disqualified to act as a director under the provisions of the Companies Act, and if so, please share all relevant details of the same.

- i) Details of Ownership Structure of the prospective Bidder (in case the prospective Bidder is a listed company, please provide details of persons owning 10% (ten percent) or more of the total paid up equity of the prospective Bidder).

Status of equity holding as on .....

Name of Equity Holder	Type and Number of Shares owned	% of Equity Holding	Extent of Voting Control (%)
1.			
2.			
3.			
4.			

*Status of equity holding should be provided not earlier than 30 (thirty) days prior to submission of the Bid Application Form.*

Name of Connected Person	Nature of connection

- j) Please provide details of Parent Company, ultimate Parent and Group Companies of the prospective Bidder and corporate guarantor (if any corporate guarantee constitutes part of the Bid), and their respective business activity. The determination of relationship of Parent Company, Ultimate Parent and/or the Group Companies of the prospective Bidder shall be as on date of submission of the Bid Application Form;
- k) Please provide a list of persons acting jointly, persons acting in concert and connected persons (as per Section 29A). Please also explain relationship of prospective Bidder with all connected persons. The Liquidator may request for credit opinion/ CIBIL Reports of connected persons as appropriate. *[In case of any exemption available, please explain the same].*
- l) Details of transactions, if any, of the prospective Bidder and/ or any connected persons in the Company in the preceding 2 (two) years.
- iii. Please clarify if the prospective Bidder and/or any Connected Person has been convicted of any offence in the preceding seven years, and if so, please share all relevant details of the same;
- iv. Please clarify if the prospective Bidder and/or any person acting in concert or acting jointly or any connected person has been identified as a willful defaulter by any bank or financial institution in accordance with the guidelines of the RBI, and if so, please share all relevant information and details in relation to the same;
- v. Please clarify if there are any criminal proceedings, investigations, enquiries etc. commenced or pending against the prospective Bidder and/or any Connected Person, and if so, please share all relevant details of the same;
- vi. Please clarify if the prospective Bidder and/or or persons acting in concert and/or any connected Person has been disqualified or debarred from accessing to or trading in the securities markets under any order of the Securities and Exchange Board of India and/or any other such judicial authority.
- vii. Please clarify if the prospective Bidder and/or or persons acting in concert and/or any connected Person 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 IBC.; and

- viii. Please clarify if the prospective Bidder and/or or persons acting in concert and/or any connected Person 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 IBC.

For and on behalf of M/s.....

[Signature and Name of the Authorised Representative] Rubber stamp/seal of the prospective Bidder

**Note:**

*The Liquidator reserve the right to request for any additional information or documents with respect to any “Connected Person” (as defined under the IBC) of the prospective Bidder, as may be required.*



## FORM F – FORMAT OF BOARD RESOLUTION

(On the letter head of the Bidder)

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

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**WHEREAS** pursuant to the process document dated \_\_\_\_\_] (“**Process Document**”), issued by Liquidator of Ind-Barath Power Gencom Limited (“**Corporate Debtor**”), in relation to submission of bids for acquisition of the Corporate Debtor as a whole, on a going concern basis, the Company, being the Bidder, is desirous of submitting a Bid for the Company in accordance with the requirements of the Process Document.

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

**“RESOLVED THAT [Insert name & designation of the Authorised Representative(s)],** of the Company, be and is hereby authorized to take all the steps required to be taken by the Company for the submission of the EOI and Bid in accordance with the terms of the Process Document, including the following:

- a) submit the EOI and Bid and other requisite documents, in accordance with the terms of the Process Document;
- b) execute all other agreements, deeds, writings and powers of attorney as may be required in relation to the Process Document, including any amendments or modifications as may be suggested by the Liquidator of Ind-Barath Power Gencom Limited to any of such executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the Process Document;
- c) submit necessary clarifications or information in relation to the EOI and Bid, as may be required in accordance with the Process Document;
- d) operate the account created by the Bidder on the web portal of the e-auction agency engaged by the Liquidator for the submission of Bid as per the terms of the Process Document;
- e) pay such amounts and consideration, in the manner as may be agreed with the Liquidator, in accordance with the procedure set out under the Process Document in furtherance of or under the Bid ; and
- f) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard.”

**“RESOLVED FURTHER THAT** a certified copy of the foregoing resolution be furnished as may be required, under the signature of [*insert*].”

Certified to be true

FOR THE COMPANY

Notes:

- 1) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 2) In case of the Board Resolution being provided by a company incorporated in India, the Board Resolution shall to be notarized by a notified notary. In the event the Board resolution is from a company incorporated outside India, the same shall be duly notarized/consularised in the jurisdiction of incorporation of the company.
- 3) In case the Board Resolution is alone not adequate for authorizations of the actions contemplated in the Board Resolution, then in addition to the Board Resolution, all other corporate and other authorizations, as are required to give effect to the aforesaid authorizations (e.g., necessary shareholders resolution, if required) would also be submitted and the copy of the same shall be authenticated in the same manner as Board Resolution. Such authorizations should meet the expectation of the Liquidator and Liquidator may not accept such authorizations if it/they does/do not meet the requirement of the Liquidator.
- 4) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.
- 5) The Board Resolution is to be certified in accordance with applicable law and the constitutional documents of the Company.

## FORM G - BID APPLICATION FORM

(on the letter head of the entity submitting the bid)  
IND-BARATH POWER GENCOM LIMITED (In Liquidation)

Date:

To  
The Liquidator,  
IND-BARATH POWER GENCOM LIMITED (in Liquidation),  
B-421, Western Plaza, OU colony  
H S Darga, HYDERABAD 500008

Sir,

This has reference to the Notice for the Sale of Corporate Debtor on going concern basis announced by you in the Newspaper Publication dated \_\_\_\_, \_\_\_\_\_, 2021 in the publication \_\_\_\_\_. I am desirous of participating in the said e-Auction and accordingly I submit the following details required by you.

### DETAILS OF BIDDER

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

I am desirous bidding for the following asset:

### DETAILS OF CORPORATE DEBTOR

Asset ID	
Description of Asset	
Reserve Price for the Asset	
Earnest Money Deposit (EMD)	

I have remitted the specified EMD amount as per the details given below:

## DETAILS OF REMITTANCE OF EMD TO CORPORATE DEBTOR'S BANK ACCOUNT

Name of the Accountholder	M/s. Ind-Barath Power Gencom Limited (In Liquidation)
Account number	921020040610434
Bank & Branch	Axis Bank Limited
Branch	Jubilee hills Branch, Hyderabad.
IFSC Code	UTIB0000030
Particulars of payment of EMD Details of Bank draft/PO/UTR /RTGS	Ref. No. Date: Amount (In Rs.)
Details of bank account from which DD issued or NEFT /RTGS done	Name of Bank: Branch address: Type of account : Account No : IFSC code:

I/We also enclose copies of the required KYC documents, along with the proof of payment of EMD. We request you to kindly verify the same and arrange for issue of an ID and password for us to enable us to take part in the e-Auction.

I/We\_\_\_\_\_ hereby declare that I/ we perused the details of the Asset that I am interested in bidding for and ascertained the quality and quantity, etc. so as to enable myself to take an informed decision about the bidding. I further declare that I had gone through the e-Auction Process Information Document published by you and having understood agree to the Terms and Conditions of e-Auction Process and shall be abide by the same.

Signature:

Name

Designation

(Seal in case of Company / Firm)

## TERMS AND CONDITIONS OF THE E-AUCTION

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1. The e-Auction is being held on “as-is-where-is”, “as is-what-is”, “whatever-there-is”, and “without-recourse” bases and will be conducted “On-Line”. The auction will be conducted through the approved service provider Messrs. C1 India Pvt. Ltd., Udyog Vihar, Phase – 2, Gulf Petrochem Building No. 301, GURGAON 122015, Haryana on their web portal <https://www.bankeauctions.com>. The e-Auction tender documents containing Bid Application Form, Declarations, general terms and conditions of e-Auction are available on the website <https://www.bankeauctions.com>.
2. To the best of knowledge and information of the Liquidator, there is no encumbrance on the property/ies. However, the intending Bidders should make their own independent inquiries regarding the encumbrances, title of property/ies hereby put-up for auction and claims/ rights/ dues/ affecting the asset/property, etc., of the Corporate Debtor on a going concern basis prior to submitting their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Seller. The Corporate Debtor is being sold as a going concern basis with all the existing and future encumbrances whether known or unknown to the Liquidator. The Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.
3. The intending bidders should submit the evidence for EMD deposit like UTR number, a copy of the document evidencing the deposit of the EMD, along with the Bid Application Form, 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 the office of Liquidator as per the **TIME TABLE FOR THE AUCTION PROCESS**. The scanned copies of the originals of these documents are required to be uploaded on the website of the e-Auction Service Provider the portal <https://bankeauctions.com> and also to require to be submitted to the Liquidator by way of e-mail.
4. The Bid Application Forms will be verified and the Bidders selected as Qualified Bidders will be informed individually by the Liquidator. User ID and password will be provided to the Qualified Bidder to enable them to participate in the e-auction on the portal <https://bankeauctions.com>.

5. It should be the responsibility of each e-Auction Process Applicant to inspect and satisfy themselves about the Corporate Debtor before submission of the bid.
6. The e-Auction/ bidding of above properties would be conducted exactly on the Schedule Date and Time by way of competitive bidding amongst the Qualified Bidders. The Bidder shall improve their offer in multiple of amount mentioned under the column “Increase Bid Amount in multiples of” against each property. In case the 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 more minutes. The Bidder who submits the highest bid amount (not below the Reserve Price) on closure of online e-Auction shall be declared as highest Bidder and a communication to that effect will be issued electronically.
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 Days from the date of E-auction. The EMD will be returned to the account from which the remittance is received & as provided in the bid form. The Earnest Money Deposit will not bear any interest. Further the Successful Bidder, in case of submission of Earnest Money Deposit (EMD) through a Bank Guarantee, shall replace the said Bank Guarantee by depositing the EMD to the account provided above within 5 days of declaration of Successful Bidder by the Liquidator. The EMD of the unsuccessful Bidders, submitted as a Bank Guarantee, shall be returned to such Bidders within 10 days.
8. The Qualified Bidders may avail online training on e-Auction platform from M/s. C1 India Pvt. Ltd prior to the date of e-Auction. Neither the Liquidator nor M/s C1 India Pvt. Ltd will be responsible for any internet network problem/ power failure/ any other technical lapses/ failure etc., at the time of or during the online auction. In order to avoid such situation, the interested bidders are requested to ensure that they are technically well equipped with adequate power backup etc., for successfully participating in the online e-Auction event.
9. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non-statutory dues, taxes, rates assessment charges fees etc. attributable to the Corporate Debtor on a going concern basis.

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 therefor.
11. The Letter of Intent will be issued in the name of Successful Bidder(s)/ 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 made thereunder.

	Signature:
	Name
Place:	Designation
Date:	(Seal in case of Company / Firm)

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**ENCLOSURES:**

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

## FORM H - DECLARATION OF THE BIDDERS

### DECLARATION BY BIDDERS

(to be given on Rs. 100 Stamp Paper and to be notarized) Declaration by Bidders

Date:

To

Sri Rajesh Chillale, Liquidator,  
Ind-Barath Power Gencom Limited (In Liquidation)  
B-421, Western Plaza, OU colony  
H 5 Darga, HYDERABAD 500008

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of Corporate Debtor on a going concern basis as given in the e-Auction Process Information Document and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-Auction process.
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Liquidator and the Liquidator will be at a liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of Corporate Debtor on a going concern basis is accepted by the Liquidator and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any



reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of the Liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within the timeline, the Liquidator shall forfeit the EMD and other amount / monies paid by me / us till such point of time.

5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and the EMD of the unsuccessful bidders shall be returned only after the confirmation of the Successful Bidder, within 10 days as stated in the E-Auction Process Information Document. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.
6. I / We confirm that our participation in the e-Auction process, submission of bid or acquisition of the Corporate Debtor on a going concern basis pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. The decision taken by the Liquidator with respect to the selection of the Successful Bidder as communicated to me/ us shall be binding on me/us.
8. I/We also undertake to abide by the additional conditions if announced during the e-Auction including any announcement(s) on correction of and / or additions or deletions to the time of auction and property (ies) being put up for auction.
9. I/We confirm that the Liquidator and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-Auction portal due to any unforeseen circumstances before or during the auction event.

10. I/We hereby confirm that I/we are eligible to purchase Corporate Debtor on a going concern basis under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name: .....  
Address: .....  
Email: .....  
Mobile: .....

FORM I –EARNEST MONEY DEPOSIT IN THE FROM OF BANK  
GUARANTEE

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

To

Mr. Rajesh Chillale

Liquidator – Ind-Barath Power Gencom Limited.,

B-421, Western Plaza,

OU colony, H S Darga,

HYDERABAD - 500008

(“Liquidator” or the “Beneficiary”)

Whereas Ind-Barath Power Gencom Limited (“Corporate Debtor”) is undergoing liquidation proceedings under the Insolvency and Bankruptcy Code, 2016 read with rules and regulations thereunder (“Code”) and the Liquidator has issued a process document dated \_\_\_\_\_ (“Process Document”) for the acquisition of the Corporate Debtor as a whole, on a going concern basis as per the terms contained therein and the provisions of the Code and the directions of the Hon’ble NCLT.

In consideration of the ..... [*Insert name of the Bidder with address*] (“Bidder”) agreeing to undertake the obligations under the Process Document and any other required documents, the.....[*Insert name and address of the bank issuing the guarantee and address of the head office*] (“Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the liquidation account of Ind-Barath Power Gencom Limited, forthwith on demand in writing from the Corporate Debtor acting through its Liquidator (hereinafter referred to as “the Beneficiary”), an amount of Rs. [●] on behalf of M/s. .... [*Insert name of the Bidder*] (“Guarantee”/“Bank Guarantee”), without any demur and recourse, and without the Beneficiary having to substantiate its demand.

We, [*Insert name of bank*] do hereby undertake to pay the amounts due and payable under this Bank Guarantee without any demur, merely on a demand from [*insert*], including from any officer authorized by it in this behalf. Any such demand made on the Guarantor Bank, shall be conclusive as regards the amount due and payable by the Guarantor Bank under this Bank Guarantee. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

This Guarantee shall be valid and binding on the Guarantor Bank up to and including.....[*Insert date of validity of the EMD*] with an additional claim period of 30 days [or such other longer period as the Bidder may require under law] and shall in no event be terminable by notice or for any change in the constitution of the Guarantor Bank and/ or the Beneficiary or for any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between [*Insert name of the Bidder*] and the Liquidator.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank. Our liability under this Bank Guarantee is restricted to [●] only.

We undertake to pay to [*insert*] any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto and our liability under this present being absolute and unequivocal. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from [*insert*], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the [ ].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require [*insert*] to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary, Liquidator, the Corporate Debtor, any Stakeholder or any of their representatives and/or advisors in respect of any payment made hereunder.

The Guarantor Bank acknowledges and agrees that its obligations are absolute, irrevocable and unconditional irrespective of the genuineness, validity, legality, regularity or enforceability of any document, or of any claims, set-off, defenses or other rights that may have at any time and from time to time against the Beneficiary, whether in connection with this Guarantee, any such document or otherwise, or any substitution, release or exchange of any other guarantee of, or security or support for, any of the guaranteed obligations, and, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this clause that the Guarantor Bank's obligations hereunder shall be absolute and unconditional under any and all circumstances.

We, the Guarantor Bank further agree that the guarantee herein contained shall remain in full force and effect for a period of 6 (Six) months and shall have claim period of at

30 days [or such other longer period as the Bidder may require under law]. The Beneficiary shall be entitled to invoke this Bank Guarantee up to 30 days from the last date of the validity of this Bank Guarantee [or such other longer period as the Bidder may require under law] by issuance of a written demand to invoke this Bank Guarantee.

We, the Guarantor Bank, further agree that the Liquidator for Ind-Barath Power Gencom Limited shall have the fullest liberty without our consent to vary any of the terms and conditions of the Process Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by Liquidator for Ind-Barath Power Gencom Limited against the said Bidder and to forbear or enforce any of the terms and conditions relating to the Process Document. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the Adjudicating Authority shall have exclusive jurisdiction. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Guarantor Bank hereby agrees and acknowledges that Liquidator for Ind-Barath Power Gencom Limited shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the [insert] shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Liquidator or any indulgence by the Liquidator to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us of our obligations under this Guarantee, including the following:

- a) any defense based on any legal disability or other defense of the Bidder, by reason of the cessation or limitation of the liability of the Bidder from any cause other than full payment of all sums payable under the Guarantee;
- b) any defense based on any statute or rule of law that provides that the obligation of

a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal;

- c) the benefit of any statute of limitations affecting the liability of the Guarantor Bank or the enforcement of the Guarantee.

We, [●], lastly undertake not to revoke this Bank Guarantee during its currency.

NOTWITHSTANDING anything contained herein:

This Bank Guarantee shall be valid till 6 (Six) months with an additional claim period of 30 days thereafter [or such other longer period as the Bidder may require under law]; and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the..... .

This Bank Guarantee shall be extended from time to time for such period, as may be desired by Liquidator of Ind-Barath Power Gencom Limited. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Liquidator of Ind-Barath Power Gencom Limited serves upon us a written claim or demand.

All claims under this Bank Guarantee shall be payable at [Hyderabad].

Capitalized terms shall have the meaning given to them in the Process Document.

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

Witness:

1. ....

Signature Name and

Address. Name:

2. ....

Designation

with Bank Stamp Name and Address

Attorney as per power of attorney No .....

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this ..... day of.....2021

FORM J – FORMAT OF LETTER FROM AN ASSOCIATE COMPANY OR REMITTING THE  
EARNEST MONEY DEPOSIT ON BEHALF OF THE BIDDER

DECLARATION ABOUT EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE  
COMPANY

Date:

To

Sri Rajesh Chillale, Liquidator,  
Ind-Barath Power Gencom Limited (In Liquidation)  
B-421, Western Plaza, OU colony  
H 5 Darga, HYDERABAD 500008

[Insert name of the Bidder with address]

Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of Ind-Barath Power Gencom Limited (in Liquidation) on going concern basis.

This has reference to the bid for Ind-Barath Power Gencom Limited (in Liquidation) on a going concern basis submitted by [Insert name of the Bidder with address] (“the Bidder”) in accordance with and subject to the provisions of the e-Auction Process Information Document dated \_\_\_\_\_ in relation to the captioned transaction (“e-Auction Process Information Document”), issued by the Liquidator.

I/ We, [Insert name and address of the Associate Company and address of the head office ] hereby declare and confirm it is [an / the] [Insert relationship of the Associate Company with the Bidder] of the Bidder (“Associate Company”), and the payment of the Earnest Money Deposit amount vide [Insert mode of payment] (“Payment”) is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the e-Auction Process Information Document and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the e-Auction Process Information Document.

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with the Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the e-Auction Process Information Document.

Thanking you,

Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Associate Company] Rubber stamp/seal of the Associate Company

---

## ACKNOWLEDGMENT

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

Yours sincerely,

.....

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



## ANNEXURE I - CORPORATE DEBTOR AND IT'S OVERVIEW

1. M/s. Ind-Barath Power Gencom Limited (hereinafter referred to as “Corporate Debtor”) is a company incorporated on 25<sup>th</sup> July 2005 under the provisions of the Companies Act, 1956 having its registered office at H. No. 8-5-210/43, Plot no. 44, Shiva Enclave, Old Bowenpally, Secunderabad – 500011 Ranga reddy dist. Telangana and having Plant located at Keelavelayapuram, village, Ottapidaram Taluk, Tamilnadu (Nearest city Madurai 134 kms) Tuticonr Port 17 KMs
2. The website of the company [www.ibpgl.com](http://www.ibpgl.com)
3. The Corporate Debtor was engaged in the business of generation of power by using coal as fuel. The installed capacity of the plant was (3 x63MW) 189 MW. The plant was setup in the year 2009 and the firm got approval for sale of power to the state utility Unit 1 & 2 in 2009 & unit no. 3 in 2011 (commercial date of operation). The power generated/produced from the plant was supplied/off take to TANGEDCO grid through the 33 KVA substations.
4. IBPGL is a subsidiary of Ind-Barath Power Infra Limited (IBPIL), the flagship company of the Ind- Barath Group. IBPIL owns 70.69% shares in the company while 29.26% shares are held by Group Captive Consumers. Rest 0.05% shares are held by promoter group.
5. The plant is constructed on owned land of approx. 90 acres of which approx. 77 acres has been utilized.
6. In the past, IBPGL supplied power to state DISCOM. The DISCOM was drawing lower volume since huge overdue payments to Power Generating Companies. In view of this, the power off-take was intermittent, resulting in lower PLF.
7. Due to challenges in fuel supply (low power off-take), surmounting receivables from TANGEDCO (due to financial stress faced by it) and subsequent cancellation of PPA, IBPGL stopped operations of the plant in June 2017.
8. IBPGL could not sustain the operational stress due to poor receivables ratio.
9. The account has turned NPA from July 2017.
10. The application for Corporate Insolvency Resolution Process of M/s. Ind-Barath Power Gencom Limited (**Corporate Debtor**) filed by M/s Axis Bank Limited (**Financial Creditor**) under Section 7 of the Code read with Rule 6 of Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules 2016 was admitted by Hon'ble NCLT, Hyderabad Bench vide order no. **CP(IB)No. 187/7/HDB/2019 OF 2019** dated

13.11.2019, wherein the undersigned Mr. Rajesh Chillale having registration no. IBBI/IPA-001/IP-P00699/2017-2018/11226 has been appointed as Interim Resolution Professional ("IRP"). Mr. Rajesh Chillale (IRP) was confirmed as Resolution Professional ("RP") during the first meeting of the CoC held on December 10, 2019 with requisite majority.

11. In IA no. 1189/2020 of **CP(IB)No. 187/7/HDB/2019 OF 2019** filed by the Resolution Professional Mr. Rajesh Chillale, the Hon'ble NCLT, Hyderabad Bench has ordered for Liquidation of M/s. Ind-Barath Power Gencom Limited., u/s 33 of The Insolvency and Bankruptcy Code, 2016 wherein Mr. Rajesh Chillale, having registration no. IBBI/IPA-001/IP-P00699/2017-2018/11226 has been appointed as the liquidator.
12. The Liquidator has the control of the Assets and Properties of the Corporate Debtor, including the assets and properties, in which the Financial Creditor held the security interest and since relinquished to the Liquidation Estate of Corporate Debtor.

**Plant Highlights**

Type of plant	Coal Based Power Plant.
Plant Location	Keelavelayudhapuram Village, Ottapidaram Taluk, Tamil Nadu (Nearest City, Madurai ~ 134 Kms ; Tuticorin Port ~17kms)
Plant Capacity	<b>Installed capacity</b> 189 mw (Phase-I 2 x 63 mw, Phase-II 1 x 63 mw) 3 nos 250 TPH Steam Generators - CFBC coal fired boilers HANGZHOU make 3 nos of 63 mw Air Cooled Condensing Steam Turbines Generators - (HANZHOU make – SHR 2242 K.Cal/KWh),
Fuel supply	Fuel Supply Agreement with PT. IBE for Imported coal from Indonesia. Presently from Local Traders Fuel Consumption 0.67047 MTPA at 85% PLF
Water supply	Water Supply of 0.166 MGD (~750 Cum/day) with TWAD – Consumption 593 Cum/day Water storage: can suffice 14 days of continues of operation. The Project proponent has alternative source of Water of 800 m3/day from South Ganga Water Desalination Plant.
Source of Water	From TamilNadu Water Supply And Drainage Board
O&M Contractor	M/s Operations Energy Group (OEG), Chennai

Power off take	Short term Agreement with Captive Consumers
Power Evacuation	At 230 KV level, from plant Switchyard.

**Major equipment design parameters**

<b><u>Key equipment</u></b>	<b>Parameters</b>
<b>Boiler</b>	Hangzhou Boiler Group <ul style="list-style-type: none"> <li>• Type of Boiler: Single drum, water tube, natural circulation, balance draft, top supported, Semi out door type Circulating Fluidized bed Combustion boiler</li> <li>• MCR: 3X250 TPH</li> <li>• Steam Parameters: 110 Bar(a), 540± 5 °C @MSSV</li> <li>• Feed Water Temperature : 230°C at Economizer Outlet</li> <li>• Draught System: 2x60% FD, ID and SA Fans</li> <li>• Efficiency: 90%</li> </ul>
<b>Turbine</b>	Hangzhou Steam Turbine <ul style="list-style-type: none"> <li>• Capacity: 3 X 63 MW</li> <li>• Turbine Heat Rate: 2239.6 kcal/kWh</li> <li>• Steam Parameters: 105 Bar(a), 540 °C</li> </ul>
<b>Fuel Handling Plant</b>	<ul style="list-style-type: none"> <li>• Conveyor capacity from vibro feeders to Crushers is 230TPH</li> <li>• 2 nos 180TPH Crushers</li> <li>• Conveyor from Crusher to Boiler is of 180TPH capacity.</li> </ul>
<b>Ash Handling System</b>	<ul style="list-style-type: none"> <li>• Total fly ash generated : 20.5TPH for 3 units, system designed for 11TPH for each unit, 2 nos silos of 660m<sup>3</sup> capacity; pneumatic conveying; ash unloading capacity 75TPH on dry ash basis</li> </ul>
<b>Water Treatment System</b>	<ul style="list-style-type: none"> <li>• DM plant is designed with RO + Cat ion exchanger + Anion Exchanger + Mixed Bed Exchanger</li> <li>• DM Plant out put capacity is 40m<sup>3</sup>/hr.</li> <li>• Input Raw water source is River Water (Thamarabarani) from TWAD</li> </ul>

**PLANT TECHNICAL DATA**

CORPORATE DEBTOR NAME & ADDRESS	:	IND-BARATH POWERGENCOM LTD
PLANT CAPACITY	:	3 x 63 MW
TYPE OF FUEL	:	IMPORTED COAL
REQUIRE FUEL PER HOUR	:	90 TON
PLANT COMMISSIONING DATE	:	UNIT-I 16.09.2009, UNIT -2 20.01.2010,

	UNIT - 3 14.05.2011
<b>BOILER</b>	
BOILER MAKE	: Hangzhou Boiler Group Co.Ltd (HBC)
BOILER TYPE	: CFBC
BOILER MANUFACTURING YEAR	: 2008
BOILER CAPACITY	: 250 TPH
BOILER WORKING PRESSURE	: 11 Mpa
BOILER WORKING TEMPERATURE	: 540 °C
BOILER FIRING TYPE	: CFBC (Over Fire)
BOILER DRUM TYPE	: Single Drum
BOILER HEAT RATE	: 2500 K.Cal / KWh
BOILER HEATING SURFACE AREA	: 7766 Sq.m
<b>TURBINE</b>	
TURBINE MAKE	: Hangzhou Steam Turbine Co.Ltd ALL THREE UNITS
TURBINE MODEL & TYPE	: HNK63/2.8 & HORIZONTAL SPLIT CASE
TURBINE SPEED	: 3000 RPM
TURBINE RATING	: 63000 KW
TURBINE INLET STEAM TEMPERATURE	: 540 °C
TURBINE INLET STEAM PRESSURE	: 10.5 Mpa
TURBINE EXHAUST STEAM PRESSURE	: 0.0176 Mpa
TURBINE HEAT RATE	: 2242.714 K.cal / KWh
SPECIFIC STEAM CONSUMPTION	: 3.79 TPH
SPECIFIC FUEL CONSUMPTION	: 0.47 Kg / KWh
<b>GENERATOR</b>	
GENERATOR MAKE	: SHANDONG JINAN POWER EQUIPMENT FACTORY.CHINA
GENERATOR MFG YEAR	: 2008 - 2008 - 2009
GENERATOR RATED OUTPUT KVA	: 87.5 MVA
RATED OUTPUT VOLTAGE	: 11 KV
RATED CURRENT	: 4592.6 A
RATED FREQUENCY	: 50 HZ
RATED SPEED	: 3000 RPM
RATED FIELD CURRENT	: 1370 A
RATED FIELD VOLTAGE	: 240 V
CLASS OF INSULATION	: F
CONNECTION TYPE	: STAR
<b>ACC DETAILS</b>	

TYPE	:	Air Cooled condenser
ACC Make	:	WUXI DONGSHENG PETROCHEMICAL EQUIPMENT CO,LTD.CHINA
Arrangement		2x7 Streams Extruded fin type
Suitable turbine back pressure	:	0.18 bar (a)
ESP MAKE & RATING	:	Zhejiang Jiahuan -Electronic Co. Ltd.China/ GGAJO2-1-2A
ESP VOLTAGE RATING	:	72 KV DC
ESP CURRENT RATING	:	1.2 Amp
ESP EFFICIENCY	:	99.81%
<b>COAL CRUSHER DETAILS &amp; SPECIFICATION</b>		
No.of Crushers	:	2 NOS
PCH Type / Capacity	:	CIRCULAR MOTION, 230 TPH
<b>CONVEYORS DETAILS WITH SPECIFICATION</b>		
Conveyors (BC 1) Capacity and width	:	230 TPH, 1000 mm
Conveyors (BC 5) Capacity and width	:	180 TPH, 1000 mm
Conveyors (BC 6) Capacity and width	:	180 TPH, 1000 mm

### **Land & Building:**

#### Land & Buildings:

##### (a) Land:

All the piece and parcel of land admeasuring Acres 72 - 76 cents in Survey No. 18/2, 27/3, 27/4, 27/5, 27/6, 27/7, 27/8, 27/9, 28/1B, 28/2, 28/3, 28/4A, 28/4B, 31/1, 31/2, 31/3, 31/4, 31/5, 32/1, 32/3, 32/6A, 33/1, 33/2, 33/3, 33/4, 34/1, 34/2, 34/4, 34/5, 34/6, 35/1, 35/2, 35/3, 36/1, 36/2, 36/3, 36/14, 37/1, 37/2, 37/3, 38/2, 38/5, 39/3, 74, 74/P, 77/1, 77/2 & 78 situated in Mangammal Salai, Puthurpandiyapuram, Thoothukudi, Tamilnadu 628002.

##### (b) Buildings:

Mainly comprises of Powerhouse building, Boiler building, DM Plant, Admin Building, Guest House, Security quarters, Staff Quarters, Canteen, Store Shed, Fire pump House, Raw Water Storage Tank, Under Ground Water Tank, Weigh bridge, Contractors Rest Room, Store/workshop, Switch Yard & Control Room, Generator Room, VFD Control Room, CCW Control Room, Chimney, Silos, Coal Storage Yard, Coal Crusher, CHP Control Room etc.

**Statement showing the Brief Description & list of Plant & Machinery of Ind-Barath Power Gencom Limited situated at Thoothukudi, Tamil Nadu**

#	Asset Class	Description	Year
1	Land	LAND	
2	Buildings & Civil works	WEIGH BRIDGE	2010
3	Buildings & Civil works	CHIMNEY	2010
4	Buildings & Civil works	STORE ROOM BUILDING	2010
5	Buildings & Civil works	WATER TREATMENT PLANT	2010
6	Buildings & Civil works	COAL HANDLING SYSTEM	2010
7	Buildings & Civil works	SWITCH YARD	2010
8	Buildings & Civil works	ADMN BLOCK	2010
9	Buildings & Civil works	GUEST HOUSE	2010
10	Buildings & Civil works	FIRE FIGHTING SYSTEMS	2010
11	Buildings & Civil works	CIVIL WORKS - ACC -1 & 2	2010
12	Buildings & Civil works	CIVIL WORKS - BOILER -1 & 2	2010
13	Buildings & Civil works	CIVIL WORKS - STG -1 & 2	2010
14	Buildings & Civil works	230KV CONSTRUCTION WORKS	2010
15	Buildings & Civil works	CEMENT	2010
16	Buildings & Civil works	BUILDING MATERIALS	2010
17	Buildings & Civil works	FABRICATION CHARGES	2010
18	Buildings & Civil works	BUILDINGS & CIVILWORKS	2010
19	Buildings & Civil works	STRUCTURAL STEEL	2010
20	Buildings & Civil works	GUEST HOUSE & ADMN. BUILDING	2011
21	Buildings & Civil works	ROOFING SYSTEMS-STG	2011
22	Buildings & Civil works	UNIT-3 ADDITIONS	2011
23	Buildings & Civil works	UNIT-3 CIVIL WORKS	2012
24	Buildings & Civil works	BUILDING MATERIALS-OTHERS	2012
25	Buildings & Civil works	STEEL FOR ROADS	2012
26	Buildings & Civil works	BUILDING MATERIALS-BRICKS	2013
27	Buildings & Civil works	BUILDING MATERIALS-OTHERS	2013
28	Buildings & Civil works	BUILDING MATERIALS-CEMENT	2013
	INFRASTRUCUTRE		
29	Roads	INTERNAL ROADS	2012
30	Roads	EXTERNAL ROADS (FROM MAIN GATE)	2013

31	Roads	INTERNAL ROAD WORKS	2013
	<b>PLANT &amp; MACHINERY</b>		
33	Plant & Machinery	ACC - 1 & 2	2010
34	Plant & Machinery	BOILER - 1 & 2	2010
35	Plant & Machinery	STG - 1 & 2	2010
36	Plant & Machinery	COAL HANDLING SYSTEMS	2010
37	Plant & Machinery	FIRE PROTECTION SYSTEMS	2010
38	Plant & Machinery	WATER TREATMENT PLANT	2010
39	Plant & Machinery	DG SET	2010
40	Plant & Machinery	EOT CRANE	2010
41	Plant & Machinery	SWITCHYARD EQUIPMENT	2010
42	Plant & Machinery	ASH HANDLING SYSTEM	2010
43	Plant & Machinery	WEIGHMENT MACHINES	2010
44	Plant & Machinery	GENERATOR	2010
45	Plant & Machinery	OTHER MISC ASSETS	2010
46	Plant & Machinery	ASH HANDLING SYSTEM	2011
47	Plant & Machinery	ASH HANDLING SYSTEM	2011
48	Plant & Machinery	ASH HANDLING SYSTEM	2011
49	Plant & Machinery	ASH HANDLING SYSTEM	2011
50	Plant & Machinery	COAL HANDLING SYSTEM	2011
51	Plant & Machinery	COAL HANDLING SYSTEM	2011
52	Plant & Machinery	FINAL ERECTION CHARGES-BOILER-2	2011
53	Plant & Machinery	FABRICATION-STG-1	2011
54	Plant & Machinery	ACC - 3	2011
55	Plant & Machinery	BOILER - 3	2011
56	Plant & Machinery	STG - 3	2011
57	Plant & Machinery	AIR COOLED FLUID COOLER	2011
58	Plant & Machinery	ASH HANDLING SYSTEM	2011
59	Plant & Machinery	SWITCH YARD EQUIPMENTS	2011
60	Plant & Machinery	FRP COOLING TOWER	2011
61	Plant & Machinery	SWAS SYSTEM	2011
62	Plant & Machinery	ELECTRICAL EQUIPMENTS	2011
63	Plant & Machinery	Electrical Fan Motors (Imported)	2011
64	Plant & Machinery	FIRE PROTECTION SYSTEMS	2012
65	Plant & Machinery	SWITCHYARD - II	2012
66	Plant & Machinery	FABRICATION CHARGES - UNIT-3	2012

67	Plant & Machinery	STG-111	2012
68	Plant & Machinery	SWITCHYARD - II	2012
69	Plant & Machinery	PLANT MATERIALS	2012
70	Plant & Machinery	BUILDING MATERIALS-OTHERS	2013
71	Plant & Machinery	LAB EQUIPMENT	2012
72	Plant & Machinery	LAB EQUIPMENT	2013
73	Plant & Machinery	BUYERS CREDIT AND OTHER CHARGES	2011
74	Plant & Machinery	Trade Effluent Treatment Plant	2015
75	Plant & Machinery	Trade Effluent Treatment Plant	2015
76	Plant & Machinery	Trade Effluent Treatment Plant	2015
77	Plant & Machinery	Transmission lines & accessories (from plant to sub-station)	
	<b>EQUIPMENT</b>		
78	Equipment	Bulldozers G14934	Plant Location
79	Equipment	Bulldozers G14935	
80	Equipment	Electric fork lift	
81	Equipment	BEML Wheel Loader – 656-09C-G10045	
82	Equipment	Wheel Loader – 84070541	
83	Vehicles	Scorpio Black – TN09AX 1111	
84	Vehicles	Scorpio White – TN69AH 1111	
85	Vehicles	TATA Indica - TN69AE 8083	
86	Vehicles	Eicher Bus – TN69AB 2059	
87	Vehicles	OMNI Maruti VAN - TN 69AJ 8056	
88	Vehicles	AUDI (DL9CQ 3454)	IBPGL Hyd office.
89	Vehicles	Honda Civic	In books but not identified
90	Vehicles	N-Teana,	
91	Vehicles	Santro,	
92	Vehicles	Maruti Swift Desire – 7992	
93	Vehicles	SCODA OCTIVA (AP09CW 0072)	
94	Vehicles	Scorpio VLX (RLH26MED8R501WD)	
95	Vehicles	10 nos. of 2 wheelers of different makes in deplated condition	



**Securities & Financial Assets:**

Deposits with Govt. Authorities, Capital Advances to equipment manufacturers, consumable spares & stores, Surcharge receivable from TANGEDCO & Trade Receivables. Inter-Corporate Deposits with holding company etc.

**Amounts lying in Madras High Court**

#	Case No.	Other side party	Approximate Amounts deposited with Madras High Court Rs. in crs	Case Description	Present status
1	CS 302/2017	Trimex Industries	17.23	Filed by Trimex Industries for recovery of certain amounts payable by the Corporate Debtor. On an application filed by Trimex, Madras High Court had directed TANGEDCO to deposit a sum of Rs 17.23 crores and TANGEDCO has deposited that amount. The Liquidator moved an application to withdraw the said sum.	The amounts is lying in Madras High Court, pending disposal of the case
2	CS 402/2017	Millenium Steels	14.27	Filed by Millenium Industries for recovery of certain amounts payable by the Corporate Debtor. On an application filed by Millenium steels, the Madras High Court had directed TANGEDCO to deposit a sum of Rs 14.27 crores and TANGEDCO has deposited that amount. The Liquidator moved an application to withdraw the said sum.	The amounts is lying in Madras High Court, pending disposal of the case
3	CS 322/2018	SP Coal Resources	4.70	Filed by SP Coal Resources for recovery of certain amounts payable by the Corporate Debtor.	The amounts is lying in Madras High Court,

				<p>On an application filed by SP Coal, The Madras High court had directed TANGEDCO to deposit Rs. 4.70 crs. The Liquidator moved an application to withdraw the said sum.</p>	<p>pending disposal of the case. (The liquidator is not sure about how much amount is deposited. The interested bidder should to do a thorough check about the actual amount deposited.)</p>
4	CS 320/ 2018	Sakthi Energy		<p>Filed by Sakthi Energy for recovery of certain amounts payable by the Corporate Debtor.</p> <p>On an application High court had directed TANGEDCO to deposit Rs 10.23 crs.</p> <p>However this amount has not been deposited.</p>	
5	CS 945/ 2017	ILFS		<p>Rs. 52.0 crores</p> <p>Filed for recovery of certain amounts payable by the Corporate Debtor. The said suit was decreed on admission and ILFS had filed an application to attach the amount deposited by TANGEDCO in the sit filed by Trimex Industries (1) above. The Liquidator has filed a detailed counter stating that ILFS is not entitled to the said amount since ILFS has already lodged its claim with RP which is admitted partly.</p>	
		Total	Rs. 36.20 crs.		

## Madurai High Court matters:

#	Case No.	Other side party	Amount rs. In crs.	Case Description	Present status
1	RA03/2020	TANGEDCO	36.67	Dispute Petition filed by the TANGEDCO under section 62 and 86(1)(b) of the Electricity Act, 2003 against Ind Bharath Power Gencom and others praying for fixing the maximum ceiling of tariff for purchase of electricity in pursuance of an agreement between the generating companies located in Tamil Nadu	Disposed. IBPGL succeeded in the matter. Liquidator has addressed a letter to TANGEDCO calling upon them to make payment of Rs. 36.67 crores. An application for review has been filed by TANGEDCO
2	DRF 63/2020	TANGEDCO		An appeal is filed under Section 111 of the Electricity Act, 2003 against the Order dated 29.10.2019 passed by the Tamil Nadu Electricity Regulatory Commission in M.P. No. 9 of 2016.	The matter is posted on 14.12.2021
3	WP8148 of2014	CUSTOMS DEPARTMENT	5.18	Refund of Customs duty paid by IBPGL at the time of import of Steam Coal from Indonesia in to India. Excess customs duty paid during the period from Mar 2013 to Oct 2013.	Matter pending

## ANNEXURE II - EXCLUDED ASSETS

The Liquidator has made a claim of Rs 48.20 crores receivable from the United India Insurance Company Limited against the fire accident that occurred on 02-01-2021. It is clarified that the receivables in respect of all pending Insurance claim of the said fire accident etc., shall not form part of the assets put for sale and the amounts realised from the Insurance company shall be for the benefit of the stakeholders and the Successful bidder shall have no right, claim, or interest on the same.