

...a cur...  
...ted by a slew of  
...riers and eventu-  
...ed to banks, start  
...nk of India and  
...ional Bank have  
...3 billion (\$1.2 bil-  
...other creditors,  
...ees and lessors,

...are seeking ₹64 billion from  
...the airline, which is 24 per  
...cent owned by Abu Dhabi's  
...Etihad Airways PJSC.  
...Hinduja Group had earlier  
...this year considered bidding

...for Jet Airways in partner-  
...ship with Etihad, but Etihad  
...jettisoned the proposal and  
...Jet Airways was tipped into  
...bankruptcy. Gopichand  
...Hinduja told newspapers this

Hinduja  
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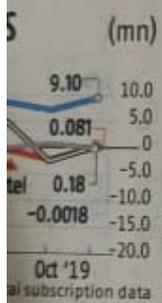
# Ann for Niko's KG-D6 block exit

...was paid \$36 mil-  
...an arbitration it  
...against Reliance  
...g to force it out of  
...r default in pay-

...ously held by the company's  
...indirect subsidiary, Niko  
...(NECO) to the remaining inter-  
...est holders in the block,  
...Reliance Industries and BP  
...Exploration (Alpha)," the state-  
...ment said.  
...Subsequent to this,  
...Reliance's stake in KG-D6 has  
...gone up to 66.67 per cent from  
...60 per cent and that of BP to  
...33.33 per cent from 30 per cent.

"Niko NECO had entered  
...into a settlement agreement  
...with Reliance and BPEAL under  
...which it agreed to withdraw  
...from D6 PSC and settle its arbi-  
...tration case filed under the rules  
...of the London Court of  
...International Arbitration in  
...December 2017 in exchange for  
...a settlement amount of \$36 mil-  
...lion, subject to adjustment prior  
...to closing," it said.

## mn ber



...to had slipped  
...e performance  
...7 million addi-  
...econd half of  
...announced it  
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...UC) from cus-  
...alls outside the  
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...of that move  
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...of telephone  
...dia increased  
...million in  
...04.85 million  
...ing a monthly  
...80 per cent.  
...e subscription  
...67795 million  
...eptember to  
...at the end of  
...subscription  
...517.29 million  
...n during the  
...the monthly  
...ban and rural  
...0.55 per cent  
...respectively

### LAND FOR SALE

Notice is hereby given to General Public that the Liquidator of **M/s Zynke Exports Private Limited** (in Liquidation) proposes to sell the 4,000 sq. mt. Industrial leasehold plot situated at:

Plot No. 32, Block No. Ecotech-I, Extension-I, Sector Ecotech-I, GNIDA, District- Gautam Budha Nagar-U.P. through e-auction. In this connection expression of interest ("EOI") is invited to submit bids in relation aforesaid sale. Interest bidders are requested to visit the Liquidator's website [www.gauravkatiyar.in](http://www.gauravkatiyar.in) for detailed sale notice, terms and conditions of E-Auction and other relevant details before submitting their bids for taking part in e-auction.

**Gaurav Katiyar**  
Liquidator of Zynke Exports Private Limited  
☎ 9818949966

Date: 30/12/2019  
Place : New Delhi

## Mahindra FINANCE

**MAHINDRA & MAHINDRA FINANCIAL SERVICES LIMITED**

Registered Office: Gateway Building, Apollo Bunder, Mumbai - 400 001.  
CIN: L65921MH1991PLC059642  
Tel: +91 22 6652 6000 | Fax: +91 22 2498 4170  
Website: [www.mahindrafinance.com](http://www.mahindrafinance.com) | Email: [investorhelpline\\_mmfsl@mahindra.com](mailto:investorhelpline_mmfsl@mahindra.com)

### NOTICE

Notice is hereby given in compliance with Regulation 29 read with Regulation 47 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, that a Meeting of the Board of Directors of the Company will be held on Tuesday, 28<sup>th</sup> January, 2020 to inter alia, consider and approve the Unaudited Standalone and Consolidated Financial Results of the Company for the third quarter ending 31<sup>st</sup> December, 2019, subject to a limited review by the Statutory Auditors of the Company.

This intimation is also available on the website of BSE Limited ([www.bseindia.com](http://www.bseindia.com)) and National Stock Exchange of India Limited ([www.nseindia.com](http://www.nseindia.com)) where the Company's shares are listed and may also be accessed on the website of the Company at <https://www.mahindrafinance.com>.

For Mahindra & Mahindra Financial Services Limited  
Sd/-  
**Arnavaz M. Pardiwalla**  
Company Secretary & Compliance Officer

Place : Mumbai  
Date : 30<sup>th</sup> December, 2019

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S. No.	Name
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Date: 30-12

क क ट्रेजरी प्रमुख ने कहा, ओएमओ के सरकारों की नीलामी का कैलेंडर सामने से पता चला कि राज्य अगले तीन महीने करोड़ रुपये की अतिरिक्त उधारी लेंगे। में ऐसा देखने को मिला।

हफ्ते आरबीआई ने 10 साल के बॉन्ड का रीद लिया था, लेकिन अगले साल परिपक्व रहज 6,825 करोड़ रुपये की बॉन्डों की थी।

स्पष्ट बॉन्ड डीलर के मुताबिक, ओएमओ प्रफल में बढ़ोतरी फंडामेंटल को प्रतिबिंबित ए हुई है और यह वास्तविकता बताने के जब स्पष्ट तौर पर वित्त वर्ष के आखिर, 000 करोड़ रुपये की अतिरिक्त उधारी

■ ऐसे ओएमओ का प्रतिफल नीचे लाना है और अल्पाधिक का प्रतिफल बढ़ाना है

का डर हो तो प्रतिफल ज्यादा होना चाहिए। बॉन्ड डीलर ने कहा, ओएमओ की घोषणा से प्रतिफल 6.75 फीसदी से घटकर 6.55 फीसदी पर आ गया। आप उम्मीद नहीं कर सकते कि प्रतिफल और नीचे जाएगा क्योंकि आरबीआई ने दिसंबर में अपने कदम रोक लिए थे।

अगर और ओएमओ का ऐलान होता है तो बॉन्ड प्रतिफल में अस्थायी गिरावट आ सकती है। कीमतें बढ़ने पर प्रतिफल घटता है। कम प्रतिफल से सरकार को सस्ता उधारी में मदद मिलती है।

## गुटार

ल पुराने इस स्टार्ट-अप डॉलर का निवेश सजी कंज्यूमर के दीपक शाहदादपुरी अवधि में अक्षय उनकी टीम ने यन क्षमताओं का और लीवरेज को रक्षा एवं करियर के तौर पर खास है। लीवरेज की 2017 में इंडियन जनेस के पूर्व छात्र ने की थी।

### LAND FOR SALE

Notice is hereby given to General Public that the Liquidator of **M/s Zynke Exports Private Limited** (in Liquidation) proposes to sell the 4,000 sq. mt. Industrial leasehold plot situated at:

Plot No. 32, Block No. Ecotech-I, Extension-I, Sector Ecotech-I, GNIDA, District- Gautam Budha Nagar-U.P. through e-auction. In this connection expression of interest ("EOI") is invited to submit bids in relation aforesaid sale. Interest bidders are requested to visit the Liquidator's website [www.gauravkatiyar.in](http://www.gauravkatiyar.in) for detailed sale notice, terms and conditions of E-Auction and other relevant details before submitting their bids for taking part in e-auction.

Date: 30/12/2019  
Place : New Delhi

Gaurav Katiyar  
Liquidator of Zynke Exports Private Limited  
☎ 9818949966

## बैंक ऑफ कॉमर्स

(भारत सरकार का उपक्रम)

पता: शाखा : प्लॉट नं. 5, इन्वेंटीड्यूजल एरिया, सेक्टर-32, पुडुगोव-122001, ई-मेल: [rtf\\_7625@obc.co.in](mailto:rtf_7625@obc.co.in)

ई-नीलामी  
बिक्री  
सूचना

का परन्तुक देखें) चल / अचल सम्पत्ति के विक्रय हेतु विक्रय नोटिस

अध विहित वित्तीय आस्तियों का प्रतिनूतिकरण और पुनर्गठन तथा प्रतिभूति हित का प्रवर्तन अधिनियम, 2002 के अधीन अचल और विशेष रूप से कार्यदार और गारंटर्स को यह नोटिस दिया जाता है कि नीचे वर्णित अचल सम्पत्तियां जो प्रतिभूत लेनदार (विहित अनुसार), प्रतिभूत लेनदार औरिबन्ड बैंक ऑफ कॉमर्स के प्राधिकृत अधिकारी द्वारा लिया गया है, को "बिक्री" है, जैसा है (जैसा है)। ई-नीलामी सेवा प्रदाता [www.bankeauctionwizard.com](http://www.bankeauctionwizard.com) के माध्यम से की जाएगी। बिक्रय राशि की वसूली, विवरण नीचे दी गई तालिका के अनुसार, बरोहर राशि और दस्तावेजों को जमा करने की अंतिम तिथि एवं समय 30-01-2020

चल/अचल सम्पत्तियों का विवरण

रक एवं विवरण	आवृत्त मूल्य	ई-नीलामी की तारीख/समय	भाग सूचना की तिथि	ई एन डी प्रेषण खाते का विवरण
	बरोहर राशि		बकाया राशि (व्यवस्थी रूप)	
	बोली में प्रति हेतु राशि			
1. क्षेत्रफल 1218.03 वर्ग अधिकार को, आईएलसी में स्थित, यह सम्पत्ति की अरावली कुम्हार के स है।	₹ 73.80 लाख	31-01-2020 पूर्वाह्न 11.00 बजे से अर्थात् 01.00 बजे तक (5 मिनट की अधिकांश के अतीत विस्तार के साथ)	02-02-2019	Account No. 0071181000108 Name of the account: Thapaliyal Sudha Devi IFSC Code: ORBC0100071
	₹ 7.38 लाख		₹. 26,86,834.00	
	₹ 0.50 लाख		दिनांक 30.11.2019 तक और दिनांक 01.12.2019 से राशि का ब्याज अन्य प्रकार	
2. (नया) नई बस्ती वर्ग यह सम्पत्ति की अरावली कुम्हार	₹ 76.50 लाख	31-01-2020 पूर्वाह्न 11.00 बजे से अर्थात् 01.00 बजे	02-09-2019	Account No. 0071181000122 Name of the account:
	₹ 7.65 लाख		₹. 20,18,949.90	

**SALE /AUCTION NOTICE**

<p><b>Zynke Exports Private Limited (in Liquidation)</b> <b>Liquidator: Mr. Gaurav Katiyar</b> <b>Liquidator Address: D-32, East of Kailash, New Delhi-110048</b> <b>E Mail id: <a href="mailto:cagauravkatiyar@gmail.com">cagauravkatiyar@gmail.com</a>, <a href="mailto:zynke.rp@gmail.com">zynke.rp@gmail.com</a></b> <b>Mobile No: 9818949966</b></p>
<p><b>E-Auction</b> Sale of Asset under Insolvency and Bankruptcy Code, 2016 <b>Date and Time of E-Auction: 12<sup>th</sup> February, 2020 at 11.00 AM to 02.00 PM</b> (With unlimited extension of 5 minutes each)</p>

Auction of plot of land lease-hold by Zynke Exports Private Limited (in Liquidation) forming part of Liquidation Estate formed by the Liquidator, appointed by the Hon'ble National Company Law Tribunal, Principal Bench vide order dated 1<sup>st</sup> April, 2019. The sale will be done by the undersigned through the e-auction platform <https://right2vote.in>

<b>Asset</b>	<b>Block</b>	<b>Reserve Price</b>	<b>EMD Amount</b>	<b>Incremental Value</b>
<b>Leasehold land situated at Plot No-32, Block No-Ecotech-1, Extention-1, Sector Ecotech-1, GNIDA, District Gautam Budh Nagar, U.P.</b>	<b>Land and Building</b>	<b>3.25 Crore</b>	<b>10% of the reserve price</b>	<b>Rs. 3.25 Lakhs</b>

**Terms and Condition of the E-auction are as under**

1. E-Auction will be conducted on "AS IS WHERE IS", "AS IS WHAT IS" and "WHATEVER THERE IS" AND "NO RECOURSE" BASIS through approved service provider M/S Right2Vote Infotech Private Limited (Right2vote).

2. The Complete E-Auction process document containing details of the Assets, online e- auction Bid Form, Declaration and Undertaking Form, General Terms and Conditions of online auction sale are available on website <http://gauravkatiyar.in/> and <https://right2vote.in>
3. The intending bidders, prior to submitting their bid, should make their independent inquiries regarding the title of property, dues of local taxes, electricity and water charges, maintenance charges, if any and inspect the property at their own expenses and satisfy themselves. The properties mentioned above can be inspected by the prospective bidders at the site with prior appointment, contacting the liquidator.
4. The intending bidder should submit the Demand Draft for EMD Deposit and Request Letter for participation in the E- Auction along with Self attested copy of (1) Proof of Identification (2) Current Address Proof (3) PAN card (4) Valid e-mail ID (5) Landline and Mobile Phone number (6) Bid Application Form as per Annexure-I (7) Undertaking as per Annexure-II (8) Declaration by way of affidavit as per Annexure III, the formats of these Annexures can be taken from the Complete E-Auction process document. **These documents should reach the office of the liquidator or by E-mail, at the address given below before 5:00 PM of 5<sup>th</sup> February 2020.** These documents are mandatorily required to access the data pertaining to property put to auction, site visit and discussion meeting with the liquidator.
5. The intending bidders are required to deposit Earnest Money Deposit (EMD) amount through Demand Draft in favor of **Zynke Exports Private Limited-Liquidation, payable at New Delhi**. It is further clarified that after submission of aforesaid documents, the intending bidders are eligible to access the data pertaining to property put to auction, site visit and discussion meeting with the liquidator before the deposit of any Earnest Money Deposit (EMD).
6. The Name of the Eligible Bidders will be identified by the Liquidator to participate in e-auction on the portal <https://right2vote.in>. The e-auction service provider (Right2Vote) will provide User id and password by email to eligible bidders.
7. In case, a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes with unlimited extension.

The bidder who submits the highest bid amount (not below the reserve price) on closure of e-Auction process shall be declared as the Successful Bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Liquidator.

8. The EMD of the Successful Bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded without any interest, bank charges and any other charges. **The EMD shall not bear any interest.**
9. The Liquidator will issue a Letter of Intent (LOI) and demand notice to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount - EMD Amount) within 30 days on issuance of the demand by the Liquidator.
10. However, any payment made by successful bidder after the expiry of 30 days from the date of demand, shall attract the simple interest @ 12% P.A.
11. If successful bidder fails to make any payment within 90 from the date of demand as the sale shall be deemed to be cancelled without execution of any specific documents in this regard and liquidator shall refund, without any interest and bank charges and other charges, the aggregate of the EMD and part sale consideration, if any, received by liquidator after forfeiting and deducting 10% of the EMD.
12. The Successful Bidder shall bear the applicable stamp duties/transfer charge, fees etc. and all the local taxes, duties, rates, assessment charges, fees etc. in respect of the property put on auction.
13. 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 proceeding at any stage without assigning any reason thereof.
14. After payment of the entire sale consideration, the sale certificate/sub-lease will be issued/done in the name of the successful bidder only and will not be issued in any other name.

15. The sale shall be subject to provisions of Insolvency and bankruptcy code, 2016 and regulations madethereunder.
16. If in case, not more than one bidder deposits the EMD, then in that case the Liquidator will have the absolute power to cancel the auction process after the consultation with the stakeholders.
17. The interested Bidder(s) shall be provided access to the data maintained by the Liquidator in order to conduct a due diligence of the property put to auction. The interested bidder(s) shall be provided access to the information in the data until the E- Auction Date. The access to, and usage of the information in the data by the interested bidder(s) shall be in accordance with the rules as may be set forth bythe Liquidator from time to time.
18. E- auction date & Time: **12<sup>th</sup> February 2020** from 11.00 a.m. to 02.00 p.m. (with unlimited extension of 5 min).

**(Gaurav Katiyar)**

Liquidator of Zynke Exports Private Limited

IBBI (Regn. No- IBBI/IPA-001/IP-P00209/2017-18/10409)

Address: D-32, East of Kailash, New Delhi -110065

Email: zynke.rp@gmail.com

**Place: New Delhi**

**Date: 30-12-2019**

**E-AUCTION PROCESS INFORMATION DOCUMENT**

*INVITATION FOR BIDS FOR E-AUCTION OF PLOT OF  
LAND LEASE-HOLD BY ZYNKE EXPORTS PRIVATE  
LIMITED (IN LIQUIDATION)*

## **DISCLAIMER**

1. *This E-Auction Process Information Document is issued by Gaurav Katiyar, the Liquidator appointed by NCLT, in the matter of Zynke Exports Private Limited (in Liquidation) general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Assets of Zynke Exports Private Limited (in Liquidation) (the "Company" or "Corporate Debtor") in accordance with the Code.*
3. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Information Document, claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
5. *The Liquidator shall not be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
6. *Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
7. *It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
8. *By procuring this E-Auction Process Information Document the interested bidders shall obtain access to the Data Room.*
9. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*
10. *The Property and Assets of the Company are proposed to be sold on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse" basis and the proposed sale of assets of the Company does not entail transfer of any other title,*

*except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.*

- 11. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.*
- 12. This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process 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.*
- 13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.*

## A INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of plot of lease-hold land of Zynke Exports Private Limited(in liquidation) (the “**Company**” or “**Corporate Debtor**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
2. 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 E-Auction Process Information 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.
3. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.
4. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
5. Right2Vote Infotech Private Limited, 16<sup>th</sup> Floor, Lodha Supremus, Saki- Vihari, Road, Powai, Mumbai-400072 (**E-Auction Service Provider**) has been appointed as the E-Auction Service Provider. The E-Auction of the lease-hold plot of land of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the E-auction are as follows:

Type of Bid	E-Auction
Seller	Gaurav Katiyar (Liquidator for Zynke Exports Private Limited)
Website of E-Auction service provider	<a href="https://right2vote.in">https://right2vote.in</a>
Service Provider	Right2Vote Infotech Private Limited, 16 <sup>th</sup> Floor, Lodha Supremus, Saki- Vihari, Road, Powai, Mumbai-400072.

6. All terms and conditions with respect to the sale of the lease-hold plot of land of the company shall be governed by the directions of the Liquidator, 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 Assets and Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale of the assets.
7. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.

8. The title document and other documents relating to the properties shall be available on request to be made to the Liquidator.

## **B. INTRODUCTION**

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 1<sup>st</sup> April, 2019. As per the said order, Gaurav Katiyar has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company 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 Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, 2016.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.
5. The Applicant shall not be eligible as bidder if the Applicant is an ineligible person as per Section 29A of the Code.

## **C. DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER**

The E-Auction Process Applicant or the Bidder would need to submit the following forms, documents and authorizations as part of the Auction Plan by the bidder(s):

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. Affidavit u/s 29A of the I & B Code' 2016
4. The bidder will need to submit the duly filled, signed and stamped the following documents:
  - i. Bid Application Form attached vide' **Annexure I**,
  - ii. Undertaking attached vide' **Annexure II**,
  - iii. Declaration by way of Affidavit attached vide' **Annexure III**.

Please note that only the eligible bidders will gain access to documentation, additional information required for due diligence, after due submission of the required bid form and declaration form. Further, if needed, the site visits for only the eligible bidders may also be coordinated by the Liquidator.

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

#### **D PHYSICAL VERIFICATION AND SITE VISIT**

Eligible Bidders may request the Liquidator to arrange for physical verification and site visit of the Property of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the E-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The documents mentioned in section-C mandatorily required to access the data pertaining to property put to auction, site visit and discussion meeting with the liquidator. It is further clarified the deposit of any Earnest Money Deposit (EMD) is not necessary condition to access the data pertaining to property put to auction, site visit and discussion meeting with the liquidator before.

The Liquidator may coordinate a site visit for eligible bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the eligible bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The Information provided by the liquidator is substantially based on estimated information, opinions and information sourced from the Company, public domain and independent third parties. The Information provided by the liquidator does not amount to a recommendation, either expressly or by implication, with respect to the property of the Company. Except where specifically mentioned otherwise, the Liquidator has not independently verified such information and the same is being provided by the Liquidator for information purpose only. The Liquidator does not make any representation or warranty as to the accuracy, reliability or completeness of such information and does not assume any undertaking to supplement such information as further information becomes available or in light of the changing circumstances. The Liquidator shall not have any liability under any law, statute, rules or regulations for any representations or warranties (express or implied) contained in, or any omissions from this Invitation or any other written or oral communication transmitted to the recipient in the course of its evaluation of the proposed financing or otherwise. The Liquidator expressly disclaims any and all liability, which is based on the information and statements or any part thereof contained in/ omitted from the Invitation.

## **E DUE DILIGENCE**

The properties and assets of the Company are proposed to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer.

It is understood that each recipient of this Invitation will perform its own independent investigation, due diligence and analysis of the property of the Company, based on such information as it deems relevant and without reliance on the Liquidator and this Invitation. The Liquidator/Company shall endeavour to provide such cooperation as may be appropriate for carrying any due diligence at the cost and expense of the Applicant. No claim shall lie against the Liquidator with respect to the contents of this Invitation. The information contained herein is not a substitute for the recipient’s investigation, due diligence and analysis. Recipients of this Invitation must check and observe all applicable legal requirements, and for the avoidance of doubt, receipt of this Invitation and the information contained herein may not be taken as discharging the regulatory or statutory responsibilities under applicable legislation (included but not limited to anti-money laundering legislation) of any such recipient.

The Information contained in the Invitation is substantially based on estimated information, opinions and information sourced from the Company, public domain and independent third parties. The Invitation does not amount to a recommendation, either expressly or by implication, with respect to the Company or other entities mentioned in the Invitation. Except where specifically mentioned otherwise, the Liquidator has not independently verified such information and the same is being provided by the Liquidator for information purpose only. The Liquidator does not make any representation or warranty as to the accuracy, reliability or completeness of such information and does not assume any undertaking to supplement such information as further information becomes available or in light of the changing circumstances. The Liquidator shall not have any liability under any law, statute, rules or regulations for any representations or warranties (express or implied) contained in, or any omissions from this Invitation or any other written or oral communication transmitted to the recipient in the course of its evaluation of the proposed financing or otherwise. The Liquidator expressly disclaims any and all liability, which is based on the information and statements or any part thereof contained in/ omitted from the Invitation.

The Invitation is not intended to be the sole or prima facie basis on which intending Applicants may submit their bids. The information contained in the Invitation has been prepared to assist interested Applicants in making their own evaluation for the purpose submission of bids, and for no other purpose. The information does not purport to be all-inclusive or to contain all information that a prospective investor/ entity may require/desire.

**F ASSETS TO BE AUCTIONED AND RESERVE PRICES**

<b>Asset</b>	<b>Block</b>	<b>Reserve Price</b>	<b>EMD Amount</b>	<b>Incremental Value</b>
Leasehold land situated at Plot No - 32, Block No-Ecotech-1, Extention-1, Sector Ecotech-1, GNIDA, District Gautam Budh Nagar, U.P.	Land and Building	3.25 Crore	10% of the reserve price	Rs. 3.25 Lakhs

During the going concern, the land was mortgaged to Punjab National Bank, Sector-27 Noida. Thereafter, the loan of PNB was paid by taking fresh loan from Kotak Mahindra Bank, Sector-27 Noida. The loan of Kotak Mahindra Bank was secured by equitable mortgage of property put to auction.

The loan of Kotak Mahindra Bank was partially repaid by Mrs. Meenakshi Bahrgava, Shareholder of the company. During the CIRP, Mrs. Meenakshi Bahrgava wrote a letter to Resolution Professional wherein she claimed that she was the guarantor of the loan to company from Kotak Mahindra Bank and she had partially repaid the Kotak Mahindra bank loan. Hence as per section 140 and 141 of Indian Contract Act, 1872 she stood subrogated in place of Kotak Mahindra bank. Hence the aforesaid property shall be deemed to mortgage to Mrs. Meenakshi Bahrgava.

The same stand was taken by her during the liquidation while filing her claim and the liquidator asked from Mrs. Meenakshi Bahrgava that the loan of Kotak Mahindra Bank was partially repaid by invoking and selling of pledged shares to Kotak Mahindra Bank whereas section 140 and 141 of Indian Contract Act, 1872 confers such subrogation in the capacity of guarantor. Till date no reply has been received by the liquidator.

**G EARNEST MONEY DEPOSIT (EMD) 10% OF RESERVE PRICE**

All the E-Auction Process Applicants shall provide, along with or prior to submission of their auction bids, an amount which is equal to the 10 % of the reserve price for the block of asset that is to be bid for, as earnest money by way of a demand draft only in favour of the, Zynke Exports Private Limited-liquidation.

Bids and EMD can be provided by the bidder solely or in consortium with other bidder. It should be noted that No interest will be paid to the auction process applicant in relation to such Earnest Money amount.

### **Forfeiture of Earnest Money Deposit**

It is to be noted that the Earnest Money furnished can be forfeited at any time, upon the occurrence of any of the following events:

- i. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
- ii. if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
- iii. if the Bidder is identified as the Successful bidder does not accept the Letter of Intent and demand issued by the Liquidator.

It is to be noted that if the Successful Bidder fails to make the complete payment as per the demand notice issued by the Liquidator, then 10% of the Earnest Money furnished by the bidders shall be forfeited.

### **Set-Off of Earnest Money of the Successful Bidder**

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company.

In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned, without interest, bank charges and any other charges to it within 7 (seven) days of the date of closure of auction process.

The EMD of unsuccessful bidders shall be refunded within 5-10 working days without any interest, bank charges and any other charges. **The EMD shall not bear any interest**

### **Withdrawal by Successful Bidder and its Results**

In the event of the Bidder withdrawing his E-Auction Application at any stage before the e-auction date, then 10% of the Earnest Money furnished by the bidders shall be forfeited.

## **H DECLARATION OF SUCCESSFUL BIDDER**

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder(s) for the property put to auction. The successful bidder(s) shall be determined on the basis of highest bid received for the asset block (s) by the Liquidator via the E-Auction portal 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 auctioned assets. This right of selecting and declaring the successful bidder (s) shall solely rest with the Liquidator at all times.

The Liquidator shall endeavour to sell all blocks and maximize overall recovery from the sale of Assets of the Company.

#### **I ISSUANCE OF LETTER OF INTENT AND NOTICE OF DEMAND**

The Successful Bidder, within a period of 5 to 7 days from announcement of successful bidder, shall be required to execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

#### **J PAYMENT OF BALANCE CONSIDERATION**

The successful bidder shall make the payment of balance sale consideration within 30 days from the date of demand.

Any payment made by successful bidder after the expiry of 30 days from the date of demand, shall attract the simple interest @ 12% P.A.

If successful bidder fails to make any payment within 90 days from the date of demand the sale shall be deemed to be cancelled without execution of any specific documents in this regard and liquidator shall refund, without any interest and bank charges and other charges, the aggregate of the EMD and part sale consideration, if any, received by liquidator after forfeiting and deducting 10% of the EMD.

#### **K EXECUTION OF SALE CERTIFICATE OR SUB-LEASE DEED**

On payment of full amount the sale shall stand completed.

A sale certificate and / or Sub-lease and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company upon completion of sale.

#### **L COSTS, EXPENSES AND TAX IMPLICATIONS**

The 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 auction Process.

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

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.

**It is to be noted that all taxes, expenses, duties, applicable (including stamp duty implications and registration charges) on sale of assets would be borne by the successful bidder:**

- i. The sale attracts stamp duty, registration charges etc. as per relevant laws**
- ii. The outstanding dues of the Greater NOIDA Authority**
- iii. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name
- iv. The Successful Bidder shall bear the applicable mutation fee and all the minor dues of land development agencies, local and municipal taxes, assessment charges, etc. in respect of the properties put on e-Auction.
- v. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

It is expressly stated that the Liquidator does not take or assume any responsibility for any dues or otherwise, of the Company, including such dues, if any, which may affect transfer of the liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder.

The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

## **M GOVERNING LAW AND JURISDICTION**

This E-Auction Process Information Document, the auction Process and the other documents pursuant 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 Delhi, India.

## **N FRAUDULENT AND CORRUPT PRACTICES**

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

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

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

## **O TIME TABLE**

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

S. No	Event	Timeline (In days)
1.	Public Announcement of Auction	31.12.2019
2.	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	05.01.2020
3.	Submission of Bid Forms, Declaration forms	From 05.01.2020 to 03.02.2020
4.	KYC declaration, Due Diligence	From 05.01.2020 to 03.02.2020
5.	Site Visits <sup>1</sup> and Discussion Meeting only after receiving of Bid Forms, Declaration Forms, KYC and Due Diligence	From 05.01.2020 to 03.02.2020
6.	EMD submission	From 15.01.2020 to

	(Can be accepted after site visit)	05.02.2020
7.	E - Auction	12.02.2020 (11:00 AM to 02:00 PM) with unlimited extension of 5 minutes each
8.	Announcement of Successful Bidder	15.02.2020
9.	Signing the Letter of Intent (LOI) and raise of demand	19.02.2020 to 22.02.2020
10.	<sup>2</sup> Return of EMD for unsuccessful Bidders, without any interest and bank charges	17.02.2020 to 22.02.2020
11.	<sup>3</sup> Payment of balance consideration by successful bidder	22.02.2020 to 23.03.2020
12.	<sup>4</sup> Extended time period for payment of balance consideration by successful bidder with simple interest @12% P.a.	24.03.2020 to 22.05.2020
13.	<sup>5</sup> Cancellation of sale and return of EMD and part consideration received, if any. After forfeiture of 10% of EMD, without any interest and bank charges	23.05.2020 to 30.05.2020

*Notes:-*

1. While the timeline for submission of bid forms and declaration forms extends from 05/01/2020 to 03/02/2020 please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.
2. Return of EMD for unsuccessful bidders shall be without any interest and bank and other charges.
3. The successful bidder shall made the payment of balance sale consideration within 30 days from the date of demand as mentioned in column 9.
4. Any payment made by successful bidder after the expiry of 30 days from the date of demand as mentioned in column 9, shall attract the simple interest @ 12% P.A.
5. If successful bidder fails to make any payment within 90 from the date of demand as mentioned in column 9 the sale shall be deemed to be cancelled without execution of any specific documents in this regard and liquidator shall refund, without any interest and bank charges and other charges, the aggregate of the EMD and part sale consideration, if any, received by liquidator after forfeiting and deducting 10% of the EMD.

**FORMAT FOR BID APPLICATION FORM ACQUISITION OF LAND OF  
ZYNKE EXPORTS PRIVATE LIMITED - IN LIQUIDATION**

*(On the letter head of the Applicant)*

Date: \_\_\_\_\_

To,  
Mr.Gaurav Katiyar,  
Liquidator  
Zynke Exports Private Limited - in Liquidation

Sub: **Bid Application Form for Acquisition of Land of Zynke Exports Private Limited - in Liquidation**

Dear Sir,

In response to your public notice in [Insert the names of the newspaper and/or website] on [Insert date of the advertisement] inviting bid for acquisition of the assets of Zynke Exports Private Limited, we hereby submit our bid.

We have attached necessary information and documents as per the prescribed formats, without any deviations, conditions and without any assumptions or notes, published on the website at <http://gauravkatiyar.in>.Based on this information we understand you would be able to evaluate our preliminary proposal in order to qualify for the auction.

We understand that the selection of the applicant is the sole discretion of the Liquidator and that we shall not be entitled to question the selection, selection criteria, nor shall we be entitled to seek details of the manner of selection.

The details of the contact person for the purposes of this bid are provided below:

Name:  
Designation:  
Address:  
Phone Nos:  
E-mail address:

Sincerely yours,

On behalf of the firm/company/organization:

Signature: \_\_\_\_\_

Name of signatory:

Designation:

Company Seal/stamp

*Enclosures: (Annexures)*

## SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

- 1) **Profile of the Applicant:**
  - a) General Profile: Provide a summary of the business, history and current status of the Applicant;
  - b) Financial Profile (consolidated/standalone as applicable);
  - c) History, if any, of the Applicant or affiliates being declared a „willful defaulter“, non-cooperative borrower“,impaired asset“ or „non-performing asset“ (Self- Declaration);
  - d) Any other relevant details which would be useful for the Liquidator to evaluate the proposal and help to shortlist for the next stage in the process.
- 2) **Legal Documents:** Copies of Certificate of Registration and/ or Constitutional Documents of the Applicant;
- 3) **Turnover:** Last audited financial results of the Applicant(s) as per the qualification criteria;
- 4) Net worth/ assets under management (last 3 years);
- 5) Power of Attorney/ Authorisation/ Board Resolution;
- 6) Undertaking by the Applicant (*Format is provided below as Annexure- II*);
- 7) Declaration (*Format is provided below as Annexure III*); and
- 8) Proof of payment of Earnest Money Deposit, if any.

ANNEXURE- II

UNDERTAKING

We, \_\_\_\_\_, authorised person for [Name of the Bidder] ("**bidder**"), undertake that the information furnished by the bidder in the bid application form for acquisition of the assets of Zynke Exports Private Limited ("the Company") and the Annexures are true, correct, complete, and accurate. Further, the bidder undertakes, agrees and acknowledges that:

- (a) Bidder shall not use any such information to cause an undue gain or undue loss to the Company or any other person;
- (b) Bidder shall not share any such information with any third party including any representatives, without first ensuring that our obligations under this undertaking is complied with;
- (c) The Bid will be evaluated by the Liquidator of the Company based on the information provided in the Annexure to determine whether we qualify to submit a proposal for the proposed transaction;
- (d) The Liquidator reserves the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the Bid submitted by us without assigning any reason whatsoever;
- (e) The Liquidator reserves the right to request for additional information or clarification from us for the purposes of the Bid and we shall promptly comply with such requirements. Failure to satisfy the queries of the Liquidator may lead to rejection of our submission pursuant to Bid; and
- (f) Submission of Bid alone does not automatically entitle us to participate in the next stage of the bid process.

Date:

Place:

Signature:

**ANNEXURE- III**

**DECLARATION**

*(To be provided by way of affidavit)*

I, \_\_\_\_\_, S/o \_\_\_\_\_, residing at \_\_\_\_\_ do hereby declare that:

1. I have been authorised to submit the bid for acquisition of the assets of Zynke Exports Private Limited.-in Liquidation ("the Company") on behalf of \_\_\_\_\_ vide Board Resolution dated \_\_\_\_\_, 2020, copy of which is enclosed;
2. I have read and understood all the terms and conditions relating to the formulation of the Bid and hereby give my bid in acquiring the Sale Assets of the Company on "AS A WHOLE ON AS IS WHERE IS AND WHATEVER THERE IS" AND WITHOUT RECOURSE basis;
3. The Bidder complies with the eligibility criteria as required for submission of Expression of Interest vide advertisement dated -----;
4. there are no proceedings pending or threatened, and there has been no penalty or fine imposed, by the Securities and Exchange Board of India, against the Bidder or the promoters or the directors of the Applicant;
5. there are no criminal proceedings pending or decreed against the Bidder;
6. there has been no action against the Applicant or promoters or directors of the Bidder by a regulatory or governmental authority;
7. neither the bidder nor a subsidiary, affiliate, or holding company of, or any other person related to the bidder is an existing promoter or belongs to the existing promoter group; and
8. the Bidder is fit and proper" person not under any legal disability or barred under Section 29A of the Insolvency and Bankruptcy Code, 2016 or any other provisions of any other law for the time being in force.

Date:

Place:

Signature: