E-AUCTION PROCESS INFORMATION DOCUMENT CONTAINING TERMS AND CONDITIONS OF E-AUCTION
(Please refer SCHEDULE-I of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016)

Invitation for bids for auction of assets of

SHREEOM PRIME FOODS PRIVATE LIMITED ("in liquidation") under the provisions of

Insolvency and Bankruptcy Code, 2016 ("Code')

by an order of Hon'ble National Company Law Tribunal ('"NCLT") dated 04th July, 2023

Date of Public Announcement

18th January, 2024

Date of E-Auction

21st February,2024

Issued by: -

Satyendra Prasad Khorania- Liquidator

IBBI Reg. No: IBBI/IPA-002/IP-N00002/2016-17/10002

SHREEOM PRIME FOODS PRIVATE LIMITED

(A company under liquidation process vide Hon'ble NCLT order dated 04th July, 2023)

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Satyendra Prasad Khorania is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-002/IP-N00002/2016-17/10002. Satyendra Prasad Khorania has been appointed as Liquidator of SHREEOM PRIME FOODS PRIVATE LIMITED (In Liquidation) by Hon'ble National Company Law Tribunal (NCLT), Jaipur Bench vide order dated 04th July, 2023 to manage, protect, sell and liquidate the property, assets, business and other affairs of Shreeom Prime Foods Private Limited(In Liquidation).

Satyendra Prasad Khorania
Liquidator of
Shreeom Prime Foods Private Limited (Under Liquidation)
AFA No.: AA2/10002/02/101224/203107 valid up to 10.12.2024
Address: 402, Ok Plus, DP Metro, Opp Metro Pillar No. 94,
New Sanganer Road, Jaipur-302019
Email: ip.shreeom@gmail.com, skhorania@live.com
Contact No.- 9352132134

Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders

2. Terms and conditions, deadlines etc. for participating in the Electronic Auction are provided in the E-Auction Process Information Document.

3. The timelines, notifications, updates and other details for the e-auction process are available on https://ncltauction.auctiontiger.net and for any query please contact at ip.shreeom@gmail.com.

4. Bidders desirous to submit their bid have to submit their Bids on E- Auction Portal https://ncltauction.auctiontiger.net

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DISCLAIMER

1. This E-Auction Process Information Document is issued by Satyendra Prasad Khorania, the Liquidator appointed by the Honorable NCLT, Jaipur Bench, in the matter of liquidation of Shreeom Prime Foods Private Limited for 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 Shreeom Prime Foods Private Limited (the "Company") in accordance with The Insolvency and Bankruptcy Code, 2016 and The Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ('IBC').

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 it to be comprehensive. Independent due diligence of the intended user of this document or the bidder is highly recommended. liquidator will not be held responsible for any information in auction documents.

5. This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.

6. Neither the Liquidator, nor his associates, Legal consultants etc. shall 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.

7. 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 and of the Insolvency and Bankruptcy Board of India's (Liquidation Process) Regulations as well as all laws in force that are or may be applicable to the applicant or the sale process for obtaining requisite regulatory.

8. 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.

9. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the promoter/ employee of the corporate debtor until the Liquidator gives his Written Permission.

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10. 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 assets of the Company.

11. The E-Auction Participant shall bear all its costs and charges associated with or relating to the inspection, due diligence, 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.

14. The Liquidator is appointed by Hon'ble NCLT Jaipur Bench under section 34 of IBC Code and selling this assets for discharging his statuary duties, The Liquidator will Distribute the sale proceed in accordance with the Provisions of IB Code to the eligible stakeholders. The Purchaser will enjoy the ownership of property in accordance with the applicable provisions of IB code.

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Index

Sr.	Particular	Page No.
A.	Information Must be Read Before Bidding	6
B.	Key Definitions	7
C.	Introduction	9
D.	The Company and its Assets Overview	10
E.	Eligibility	11
F.	Documents Required to be submitted to ascertain Eligibility of the Bidder	13
G.	Physical verification and site visit	14
H.	Due diligence	14
I.	Assets to be Auctioned and Reserve prices	15
J.	Earnest Money Deposit (EMD)	22
K.	Declaration of Successful Bidder	24
L.	Fraudulent and Corrupt practices	24
M.	Costs, Expenses and Tax Implications	25
N.	Governing Law and Jurisdiction	26
O.	Time Table	26
P.	Annexures	29-36

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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**e-Auction**) of assets of Shreeom Prime Foods Private Limited (in liquidation) (the "**Company**") 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**).

2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this e-Auction Process Information Document and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.

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. **M/S e-procurement Technologies Limited (Auction tiger), (E-Auction Service Provider**") has been appointed as the E-Auction Service Provider. The sale of the Assets and Properties 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:

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Type of Bid	E-Auction
Seller	Satyendra Prasad Khorania (Liquidator of Shreeom Prime Foods Private Limited)
Website of E-Auction Service Provider	https: //ncltauction.auctiontiger.net
Service Provider	M/S e-procurement Technologies Limited (Auction tiger),
Annexures	**Annexure1**- Affidavit and Undertaking **Annexure2** -Bid form (to be duly filled in and signed and stamped by Annexures and the Bidder and uploaded) **Annexure3**-Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with

	the Bid form) **Annexure 4**- Technical Terms and Conditions of E-Auction
Special Instructions	Please note that this bidding is a serious matter and last minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Special Instructions Provider nor the Liquidator will be responsible for any lapses on part of the Bidders.

7. All terms and conditions with respect to the sale of the assets and properties of the company shall be governed by the directions of the Liquidator, Hon'ble National Company Law Tribunal (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, so as to enable the sale of the assets.

8. 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.

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B. KEY DEFINITIONS

"**Adjudicating Authority**" or "**NCLT**" shall mean the Hon'ble NCLT Jaipur Bench of the National Company Law Tribunal;

"**Applicable Laws**" shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation 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;

"Assets under auction (Auction Assets)"shall mean following lots.
Lot AB:

Land and Building situated at F-243 Industrial Growth Center, Khara Bikaner Rajasthan 334601 along with Plant and Machinery and supporting equipments including furniture fixture.

(In case of joint Bid under this AB Lot, the final auction price will be bifurcated into the proportion of reserve price to ascertain the sale price of Land and building(LotA) and plant and machinery (Lot B) for the purpose of applicable taxes like stamp duty, GST etc.

Lot A:
Land and Building (Plot No. F-243, Industrial Growth Center, Khara Bikaner(Raj)

Lot B :
Plant and Machinery and supporting equipments including furniture fixture located at F-243 Industrial Growth Center, Khara Bikaner Rajasthan 334601).

Lot C:
Vacant Industrial Land with Boundary Wall(Industrial Property land. (Converted from Agriculture to Industrial use) situated at Khasra no. 655/7 at Village Khara, Bikaner. (4552 sq.mtr.)

Land and Buildings will also include doors, electric fittings, equipments and any other attachment attached or erected into Land and Building which are not a part of Plant and Machinery. In case of any dispute regarding inclusion of an asset in particular lot, the decision of liquidator will be final and binding on all the bidders.

"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;

"Control" shall mean 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;

"E-Auction Process Participant" or **"Bidder"** mean, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

E-Auction Process Information Document" means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

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

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

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"Liquidator" means an insolvency professional appointed as a liquidator in accordance with section 34 of the IBC;

"Person" shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

"Qualified Bidder(s)" shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.

"Successful Bidder" or **"Successful E-Auction Process Participant"** means, the Qualified Bidder whose bid is approved and who is declared successful at the end of the determined auction phase.

C. 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 dated 04th,July, 2023. As per the said order, Satyendra Prasad Khorania has been appointed as the Liquidator.

2. The liquidator in accordance with the IBBI(Liquidation Process) Regulations, 2016 made an public announcement for seeking claims from the creditors of the corporate debtor. The claims has verified and intimations about decision of acceptance/rejection of claim sent to the creditors. The liquidator then in accordance with the IBBI (Liquidation Process) Regulations, 2016 filled the list of the stakeholders to the Hon'ble NCLT and made a public announcement in this regard, also the preliminary report and asset memorandum has also been filed to the Hon'ble NCLT as further compliance.

3. It is the endeavor of the Liquidator to sell the available assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, after taking advice from the constituted stakeholders consultation committee under Regulation 31A, 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, 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. The stakeholder committee meeting was held on 05th September, 2023 where the stakeholder advised the liquidator to sell the available assets and properties comprising the liquidation estate of the company via E-Auction process.

4. 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 Company and in the manner specified in this E-Auction Process Information Document.

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

D. THE COMPANY AND IT'S ASSETS OVERVIEW

Brief Background:

Shreeom Prime Foods Pvt. Ltd. (Shreeom) – Company Identification Number U15139RJ2013PTC041247 was incorporated on 09-01-2013 and the registered office of the company is at F-243 Industrial Growth Center, Khara Bikaner Rajasthan 334601 India. Shreeom was primarily engaged in the business of manufacturing of Wheat based products.

Present Status:

Vide Order dated 28th July, 22022 on Process (CIRP) for the Company. However, as there was no Resolution in sight, the NCLT, Jaipur Bench, ordered for liquidation of the Company on 04th July, 2023. Mr. Satyendra Prasad Khorania, Insolvency and Bankruptcy Board of India's (IBBI's) Registered Insolvency Professional, holding IBBI Registration Number: IBBI/IPA-002/IP-N00002/2016-17/10002 was appointed as the **Liquidator** of the Company. At present no trading is taking place at the premises and the goods are placed rented property.

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E. ELIGIBILITY

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase of assets of the Company if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (as amended from time to time).

A careful reading of Section 29 A of the IBC states 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 un-discharged insolvent;

b. Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

c. At the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949(10 of 1949)or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the liquidation process of the corporate debtor:

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

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

Explanation 1.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date. Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

d. has been convicted for any offence punishable with imprisonment —

(i) for two years or more under any Act specified under the Twelfth Schedule; or

(ii) for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment: Provided further that this clause shall not apply in relation to a connected person referred to in clause of Explanation 1;

e. is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation 1;

f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets

g has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:

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

h. has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

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i. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

j. has a connected person not eligible under clauses (a) to (i).

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

means—

(i) any person who is the promoter or in the management or control of the resolution applicant; or

(ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or

(iii) the holding company, subsidiary company, associate company or related party

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

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such 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 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 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;

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(f) such categories of persons as may be notified by the Central Government.

F. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

Therefore, 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 Identification, 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 and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure I**

4. An eligible bidder will need to submit the duly filled, signed and stamped Bid Application Form attached vide' **Annexure II**, and duly filled, signed and stamped Declaration by Bidders attached vide' Annexure II.

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, 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.

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G. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the Liquidator to arrange for physical verification and site visit of the Assets of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any mutually agreed 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 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, to such Eligible Bidder, all suitable 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 participation in the BID is a conclusive evidence that the Bidder is fully satisfied with the condition of the assets of the corporate debtor which is available for Auction whether he has done site visit or

not. List of Properties may be obtained from the Liquidator after submission of affidavit and Section 29A declaration.

H. DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidders. The information and documents shall be provided by the Liquidator in good faith. The E-Auction Participant shall bear all its costs and charges associated with or relating to the inspection, due diligence, 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.

I. ASSETS TO BE AUCTIONED AND RESERVE PRICES

SALE NOTICE FOR ASSETS OF SHREEOM PRIME FOODS PRIVATE LIMITED

(Sale under Insolvency and Bankruptcy Code, 2016)

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E-auction Date &Time	**21st February, 2024 12:00 Noon to 03:00 p.m. (With unlimited extension of 5 minutes each post 03:00 p.m.)**
Last Date for Submission of EMD, BID Form & declaration etc.	**19th February, 2024**
Last Date for Submission of Eligible document to ascertain the Eligibility of Bidder as per E-auction tender document	**10th February, 2024**
Site visit/Inspection date period for eligible prospective bidders	**12th February, 2024 from 10.00 a.m. to 05.00 p.m. or any suitable date with prior appointment from Satyendra Prasad Khorania (9352132134), the Liquidator**

Lot No.	Particulars of the Asset	Reserve Price	Earnest Money Deposit
AB	**Lot AB:** Land and Building situated at F-243 Industrial Growth Center, Khara Bikaner Rajasthan 334601 measuring 2500 Sq. mtr. along with Plant and Machinery and supporting equipments including	26700300/-	2670030/-

	furniture fixture.		
A	**Lot A:** Land and Building (Plot No. F-243, Industrial Growth Center, Khara Bikaner(Raj measuring 2500 Sq. mtr.	15192000/-	1519200/-
B	**Lot B**: Plant and Machinery and supporting equipments including furniture fixture located at F-243 Industrial Growth Center, Khara Bikaner Rajasthan 334601)	11508300/-	1150830/-
C	**Lot C:** Vacant Industrial Land with Boundary Wall(Industrial Property land. (Converted from Agriculture to Industrial use) situated at Khasra no. 655/7 at Village Khara, Bikaner. measuring 4552 sq.mtr.)	6864300/-	686430/-

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I. The EMD (Refundable for unsuccessful bidders) shall be payable by interested bidders through DD/NEFT/RTGS on or before 19.02.2024 in the Account of "SHREEOM PRIME FOODS PRIVATE LIMITED - in Liquidation", having Account No.: 0447245170, Kotak Mahindra Bank, Branch: New Sanganer Road, Jaipur, IFSC Code: KKBK0003544.

II. E-Auction Tender Document containing E-auction Bid Form, Declaration, Terms and Conditions of E-auction sale and other relevant documents are available on website https://ncltauction.auctiontiger.net. For any query regarding E-Auction, Contact Liquidator.

III. If Lot AB sold then the Liquidator shall not confirm the sale of separate Lot A and Lot B.

IV. Lot AB is considering of Lot A and Lot B which means Lot A and Lot B also available jointly as Lot AB.

V. If Lot A sold and Lot AB/B not sold then the liquidator will hand over the possession of the Lot A- F-243 Industrial Growth Center, Khara Bikaner Rajasthan 334601 after the sale of Lot B.

VI. No interest will be paid on the EMD/sale proceed in any situation and if the auction purchaser will failed to deposit remaining amount at any stage the liquidator has a right to forfeit the already deposited amount.

VII. The successful auction purchaser will be liable to pay all the cost of transfer including but not limited to applicable taxes, GST, duties levies etc. including the registration charges, stamp duty on the sale consideration which shall be above the auction purchase price. The successful auction purchaser should also be responsible for all compliance of transfer

VIII. After payment of the entire sale consideration, the sale certificate/agreement will be issued in the name of the successful bidder only and will not be issued in any other name.

IX. The Liquidator has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel/modify/terminate the e-Auction or withdraw any Lot/ assets thereof and not to confirm the sale of any Lot from the auction proceeding at any stage without assigning any reason thereof.

X. As per proviso to clause (f) of section 35 of the Code, the interested bidder shall not be eligible to submit a bid if it fails to meet the eligibility criteria as set out in section 29A of the Code (as amended from time to time)

XI. The Liquidator reserves the right to give priority to bidders who will participate in all the Blocks to ensure maximum realisation of assets.

XII. Bidder are requested to do their due diligence. Liquidator will not accept any complain regarding the quality, quantity, situation, usefulness, model, service record of any assets.

XIII. In case of any dispute, English version of e-auction sale notice will prevail.

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Detailed Conditions:

I. The cost of removal of assets which are available in auction will be borne by the auction purchaser and The successful bidder also liable to pay applicable taxes including compliance of GST & Tax Deducted at Source (TDS) if any, as per prevailing provisions and no successful bidder will be allowed to make any harm to the building and premises and if any harm/ loss will occur during removable of the auction assets, the same will be compensated by the successful bidder and the quantum of the loss will be determine by the liquidator and in this regards, decision of liquidator will be final& binding on successful bidder.

II. The E-auction is organizing on the basis of "As is where is and whatsoever available basis without any warrantee or guarantee. The buyer is required to satisfied himself about the situation, condition, quality, precautions, measuring, performance, usefulness and quantity etc. before taking part in the E-auction.

III. The liquidator has absolute right to cancel the auction at any stage, enhance the time of auction etc subject to the applicable provisions of Insolvency and Bankruptcy Code, 2016 and the details terms & conditions of the E-auction/other auction documents can be obtained through requisition on E-mail **ip.shreeom@gmail.com**

E-Auction date 21st February, 2024 and the timing of each lot shall be as follows:

All Lot:	**12.00 to 3.00 pm**

For detailed terms: Visit www.ncltauction.auctiontiger.net, : ip.shreeom@gmail.com

Contact: 9352132134

E-Mail: ip.shreeom@gmail.com

Satyendra Prasad Khorania

Liquidator — Shreeom Prime Foods Private Limited

IBBI Reg. No: IBBI/IPA-002/IP-N00002/2016-17/10002

Regd. Address: 402, OK Plus DP Metro, Opp. Metro Pillar No. 94, New Sanganer Road, Jaipur-302019

It is to be noted that the bidder cannot place a bid for the assets at a value below the reserve price.

It must also be noted that the liquidator does not give any assurance, after sale services or warranty of the physical condition of assets and their suitability for any sort of operation that the bidder envisages. The liquidator does not give any assurance about the usefulness of the assets under auction.

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Other Terms and Conditions of the E-auction are as under:

In addition to the above mentioned term and conditions, following terms and conditions will also apply:

1. E-Auction will be conducted "On Line". The auction will be conducted through the approved service provider M/s **e-procurement Technologies Limited**at the web portal https: //ncltauction.auctiontiger.net. E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites https://ncltauction.auctiontiger.net. Interested bidders can register, bid and receive confirmation of their bid online.

The requisition of additional information, if any, be sent to at ip.shreeom@gmail.com disclosing the identity of the Applicant under the captioned subject line "E- Auction Shreeom Prime Foods Private Limited".

2. The Prospective Bidders should make their own Independent inquiries regarding the applicability of fees 32A of IBC, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due-diligence prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator.
3. The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of

(i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport/ Adhaar card etc.,
(ii) Current Address-Proof for communication,
(iii) PAN card of Bidder,
(iv) Valid Email ID,
(v) Contact number (Mobile/Landline) of the bidder etc.,
(vi) Authorization if reprehensive of someone.

4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal https://ncltauction.auctiontiger.net, "Auction Tiger". The Liquidator will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.

5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.

6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
7. The E-Auction / bidding of the assets of "Company" would be conducted exactly on the schedule Date & Time as mentioned against each property by way of inter-se bidding amongst the bidders. The bidders can increase their bid by a minimum incremental amount per lot **as the details mentioned at page no. 17-18**. Incase 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.

8. The EMD of unsuccessful bidders shall be refunded within seven working days. The EMD/ Part of sale price/ sale price shall not bear any interest.

9. The Liquidator will intimate through mail to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to pay 25% (less EMD) within time stipulated in this document. Any default in 25% of bid less EMD by the successful bidder would be entailed to forfeiture of EMD already deposited and the property will be offered to the next highest bidder.

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10. 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. owning to anybody.

11. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the e-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.

12. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).

13. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code,2016, provisions and regulations there under.

14. The decision of the Liquidator on-declaration of Successful Bidder shall be final and binding on all the Bidders.

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J. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, prior to submission of their auction bids, an amount which is equal to the 10% of reserve price as **earnest money**.

It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by an authority letter**.** Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document.

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

a. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.

b. Through RTGS / NEFT to the account number of the company as provided under:

Name	Shreeom Prime Foods Private Limited -in Liquidation
Account No.	0447245170
Bank Name	Kotak Mahindra Bank
Branch	NS Road, Jaipur
IFSC Code	KKBK0003544

c. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.
d. Bidders shall preserve the remittance evidence and shall produce the same in front of the Liquidator as and when demanded.
e. All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at ip.shreeom@gmail.com.

Forfeiture of Earnest Money and/or Part Sale Consideration Deposit from the E-Auction Applicant / Bidder

It is to be noted that the Earnest Money and/or Part Sale Consideration furnished can be forfeited at any time, upon the occurrence of any of the following events:

a) 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

b) 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

c) if the Bidder is identified as the Successful bidder and it fails to pay 25% of the Bid Price (after adjusting EMD) within the stipulated time as per the E auction documents after being intimated as successful bidder by the Liquidator.

d) if the Successful Bidder. after being intimated by the liquidator as successful bidder, fails to make the complete payment as per the terms of E- auction documents

e) In any of the above event, all the amounts deposited till that date shall be forfeited and the property will be offered to the next highest bidder or may be auctioned again as per the applicable provision of IBC, 2016.

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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 for the assets of the Company,

The bid once submitted along with EMD cannot be withdrawn and in case of non participation in e-auction after submission of bid, the offer will be presumed to be given at reserve price. The e-auction agency will itself register the bidder in e-auction in such event.

In case the auction fails, then the Earnest Money paid by the e-auction process applicant shall be returned (without interest) to such applicant within 7 (seven) days of the date of closure of e-auction process.

For successful bidders, a confirmation will be given for being successful bidder at the end of e-auction on the same day. Bid confirmation letter will be issued after deposit of balance of 25% of the final sale amount after deducting 10% EMD. On the close of the e-auction, the highest bidder shall be invited to provide balance sale consideration within thirty days of the date of such demand. Provided that payments can be made after thirty days but before ninety days if bidder deposit the interest at the rate of 12% after the said thirty days. Provided further that the sale shall be cancelled if the payment is not received within ninety days.

A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Liquidator after receipt of the balance sale consideration.

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application, the Beneficiary /Liquidator shall have the right to forfeit the Earnest Money and/or part consideration out of sale proceeds deposited by the Successful Bidder.

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K. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder(s) for any asset block(s.). 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 keeping in view the Terms & Conditions of E-auction. 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.

L. 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, the Liquidator shall reject an e-auction bid, 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 liquidator may retain 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.

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

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

"corrupt practice" **shall mean**

(i) the offering, giving receiving or soliciting directly or indirectly, of anything of value to influence the actions of any person connected with the e-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 e-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 e-auction Process); or

(ii) engaging in any manner whatsoever, during the e-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;

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

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

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

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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.

M. 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, due diligence exercise etc. The Liquidator shall not be

responsible in any way for such costs, expenses or any kind of Compensation 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 or compensation 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 applicable (including GST, tax compliances, stamp duty implications, if any and registration charges, if any) on sale of assets would be borne by the successful bidder.

i. 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.

ii. The payment of all statutory / non- statutory dues, taxes, rates, assessments, charges, fees, etc. and other tax compliance to anybody in respect of the transfer of Property(ies) shall be sole responsibility of successful bidders. Successful Bidders has to bear and comply with the cess or other applicable tax i.e. GST, TDS etc.

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

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.

N. 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 Jaipur, India.

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.

Sl. No.	Event	Timeline (days)
1.	Public Announcement of Auction	18.01.2024
2.	Opening of Auction Portal Auction and this E- Auction Process Information Document made available on the websites as per Terms and Conditions	19.01.2024
3.	Site Visits and Discussion Meeting (Bidders are advise to do their due diligence in well in advance)	12.02.2024, Any suitable date with prior appointment from Liquidator
4.	Submission of Bid Forms, Declaration forms KYC, Due diligence	10.02.2024
5.	Bid and EMD submission	19.02.2024
6.	E — Auction	21.02.2024
7.	Announcement of Successful Bidder	21.02.2024
8.	Issuance of confirmation as successful bidder	22.02.2024
9.	Payment up to 25% of total consideration by successful bidder.	22.02.2024
10.	Return of EMD for unsuccessful bidders	29.02.2024
11.	Payment of balance consideration by successful bidder	22.03.2024 and provided that payments made after thirty days shall attract interest at the rate of 12%. Provided further that the sale shall be cancelled and if the payment is not received within ninety days.

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Note —The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the applicable laws and regulations. In case the part payment/sale consideration is not paid within the above stated timeline, the Liquidator shall forfeit the already deposited amount such as EMD, part sale consideration.

Satyendra Prasad Khorania— Liquidator

(Shreeom Prime Foods Private Limited)

IBBI Reg. No: IBBI/IPA-002/IP-N00002/2016-17/10002

AFA No.: AA2/10002/02/101224/203107 valid up to 10.12.2024

Email: skhorania@live.com

Address:, 402, Ok Plus, DP Metro, Opp. Metro Pillar No. 94, New Sanganer Road, Jaipur-302019

Contact Person: Mr. Ankit Jain: 8955083942

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Satyendra Prasad Khorania has been appointed by NCLT as Liquidator and granted a certificate of registration to act as a RP by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI/IPA-002/IP-N00002/2016-17/10002. The affairs, business and property of Shreeom Prime Foods Private Limited ("Company") are being managed by the Liquidator, Satyendra Prasad Khorania, who acts as Liquidator appointed by the Hon'ble NCLT to fulfill the statutory duties, only and without personal liability.

IP Registration Details:

Satyendra Prasad Khorania

IP Reg No - IBBI/IPA-002/IP-N00002/2016-17/10002

AFA No.: AA2/10002/02/101224/203107 valid up to 10.12.2024

Email:skhorania@live.com

Address:- 402, Ok Plus, DP Metro, Opp Metro Pillar No. 94,

New Sanganer Road, Jaipur-302019