

ANNEXURE 1

AFFIDAVIT

(ON RS 100 STAMP PAPER AND TO BE NOTARIZED)

I, *[insert the name of the authorized signatory of the Bidder]*, aged about [] years, being the authorized signatory of *[insert name of the Bidder/member of consortium]* having its registered office at *[insert address]* [**"Bidder"**], do hereby solemnly affirm and state asunder:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Bidder in terms of the *[resolution fits board of directors/power of attorney to provide the necessary details of such authorization]*. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. I acknowledge that Bidder is aware of that, in terms of proviso to sub-section(f) of Section 35(1) of Insolvency and Bankruptcy Code, 2016 ("**IBC**"), read with Section 29A of IBC, certain persons/category of persons have been specified as ineligible for the purposes of participation in an auction to acquire movable property and actionable claims of a Company in liquidation
3. On behalf of the Bidder, I confirm, that it is eligible to participate in the auction process ("**Bid**") of **M/s Amira Pure Foods Pvt Limited (in Liquidation)** [**"Company"**] in accordance with IBC and related rules and regulations issued there under, and any other applicable law.
4. I state that the present affidavit is sworn by me on behalf of the Bidder in compliance of section 29A of the IBC.
5. I on behalf of the Bidder and any other person acting jointly or in concert with the Bidder hereby confirm that:
 - i. The Bidder and any connected person as per the Explanation I provided under section 29A of the IBC is not an un-discharged insolvent; or

- ii. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC, is not identified as a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949; or
- iii. At the time of submission of the bid, the account of the Bidder and any connected person as per Explanation I provided under section 29A of the IBC or an account of the Company under the management or control of such person of whom such person is a promoter, is not classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or guidelines of a financial sector regulator issued under any other law at the time being in force and at least a period of one year or more has lapsed from the date of such classification till the date of commencement of corporate insolvency resolution process of the Company and that I have not failed to make the payment of all overdue amounts with interest thereon and charges relating to non-performing asset before submission of the Bid; or
- iv. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not been convicted for any offence punishable with imprisonment for 2 years or more under any Act specified in the Twelfth Schedule or for seven years or more under any law for the time being in force or a period of two years has expired from the date of release of such imprisonment; or
- v. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not been disqualified to act as a director under the Companies Act 2013; or
- vi. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not been prohibited by the Securities and Exchange Board of India from trading in securities or assessing the securities markets; or

- vii. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not indulged in preferential transaction or undervalued transaction or fraudulent transaction in respect of which an order has been made by the Adjudicating Authority under the IBC; or
 - viii. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not executed a guarantee in favor of a creditor, in respect of a Company against which an application for insolvency resolution made by such creditor has been admitted under the IBC and no such guarantee has been invoked by the creditor or remains unpaid in full or part; or
 - ix. The Bidder and any connected person as per Explanation I provided under section 29A of the IBC are not subject to any disability, corresponding to clauses mentioned above under any law in a jurisdiction outside India.
6. On behalf of the Bidder, I acknowledge that the Liquidator reserves the right to verify the authenticity of the information and/or the documents submitted by it pursuant to the communication and the Liquidator may request, at his own discretion, for any additional information or documents, as may be required for the purposes of verifying the information so submitted by us. On behalf of the Bidder, I unconditionally and irrevocably undertake, that we shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
7. On behalf of the Bidder, I confirm that the information and/or documents submitted by us to the Liquidator in accordance with the past communications, are true, correct, and accurate and complete in all aspects and we have not provided any information, data or statement which is inaccurate or misleading in any manner. I further confirm that, in the event the Liquidator determines that we have made any misrepresentation, concealed material information, made a wrong statement or submitted information which is misleading in nature, the Liquidator shall have the right to take any action as he deems fits in accordance with the applicable law, including pursuant to IBC and related rules and regulations.

8. On behalf of the Bidder, I undertake that if during the interim period on and from the date of this Affidavit until the date of completion of the sale of company in terms of the auction process, it becomes ineligible to become a solution applicant under applicable law, including under Section 29A of IBC, it shall immediately and in no event later than two days of such ineligibility, disclose to the Liquidator of its ineligibility in writing with reasons for the same ("**Disclosure**"). I agree, acknowledge and confirm on behalf of the Bidder, that upon being informed of such Disclosure, the Liquidator shall have the right to reject the bid submitted by it and shall have the right to undertake any action as it deems fit in accordance with the Complete E-Auction Process Document, including forfeiture of Earnest Money submitted by it (*as defined in the Complete E-Auction Process Document*).

(Deponent)

VERIFICATION

Verified at _____ on this _____ (day, month & year), that the above contents of this affidavit are true & correct to the best of my knowledge and belief and nothing has been concealed therefrom.

(Deponent)

Notes:

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

ANNEXURE 2

BID APPLICATION FORM

(Please fill up separate Bid application forms for each bid)

Date:

To,

CA Akash Shinghal, (IBBI/IPA-001/IP-P00137/2017-18/10279)
Liquidator of M/s Amira Pure Foods Pvt Limited (In Liquidation),
Khandelwal Jain & Co.
G – 8 & 9, Hans Bhawan 1,
Bahadur Shah Zafar Marg,
New Delhi - 110002

Dear Madam,

I am desirous in participating the E- Auction announced by you in the newspaper
Publication dated _____ in _____ (Name of the Newspaper):

Asset Category applied for	
Description	

Details of Company:

Name	Amira Pure Foods Pvt Ltd – In Liquidation
Account Number	1588201001150
Bank Name	Canara Bank
Branch	Canara Bank, Prime Corporate Branch - II, New Delhi - 110001
IFSC Code	CNRB0001942

Details of Interested Bidder

Name of the Interested Bidder	
Constitution of Interested Bidder	
Contact No.	
Email ID	
PAN No.	
Full Address	

Details of Earnest Money:

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

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

Name	
Account Number	
Bank Name	
Branch	
IFSC Code	

KYC documents being provided as per clause 6.4

I/We/M/s-----also enclose copies of the required KYC documents and copies of documents substantiating deposit of the Earnest Money. We request you to kindly verify the same and arrange with the auction portals for issue of an ID and password for us to enable us to take part in the E- Auction.

I/We/M/s----- hereby declare that we have inspected the assets and properties and ascertained the quality and quantity, etc. and gone through and have understood the Terms & Conditions of sale and shall be abided by the same.

Place:

Signature

Date:

(Seal in case of Company/firm)

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

E-Auction is being held on **“AS IS WHERE IS AND AS IS WHAT IS WITHOUT ANY RECOURSE BASIS”** and will be conducted “Online”. The auction will be conducted through the approved service provider M/s E-Procurement Technologies Ltd. (<https://ncltauction.auctiontiger.net>) E- Auction tender document containing E-Auction bid form, Declaration, General terms and conditions of online auction sales are available in Websites (<https://ncltauction.auctiontiger.net>)

1. The intending Bidders should make their own Independent inquiries regarding the encumbrances, title of property/ies put on auction and claims/rights/dues/ affecting the property, 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.
2. The intending purchasers/bidders are required to deposit EMD amount either through NEFT/RTGS in the Account of M/s Amira Pure Foods Pvt Limited. (In Liquidation) having Account No as provided in this document.
3. The intending bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/Driving License/Passport etc., (ii) Current Address- Proof for communication, (iii) PAN card of Bidder, (iv) Valid e-mail ID, (v) contact number (Mobile/Landline) of the bidder (6) Notarized Affidavit and Undertaking, as per Format C (7) Board Resolutions in case of company and Address Proof [Partners Resolution in case of Firms] (8) Bid Application Form as per Annexure I and (9) Declaration by Bidder to office of the Liquidator on or before specified date, scanned copies of the original of these documents can also be submitted to e-mail ID of Liquidator.
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>) “M/s. Amira Pure Foods Pvt Limited”. The e-auction service provider (M/s E-Procurement Technologies Ltd) will provide User ID & Password after due verification of KYC of the Eligible Bidders.

5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. The e-Auction/bidding of above company would be conducted exactly on the schedule Date & Time as mentioned in the sale notice by way of inter bidding amongst the bidders. The bidder shall improve their offer in multiple of amount mentioned under the column "Bid Incremental Value" against each property. In case bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes. The Bidder who submits the highest bid amount (not below the Reserve Price) on closure of e- Auction process shall be declared as Successful Bidder and a communication to that effect will be issued.
7. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within 7 Working Days as per the details terms and conditions of the E-Auction Process Document. The Earnest Money Deposit shall not bear any interest. The Liquidator shall issue Letter of Intent to the successful bidder and the successful bidder after accepting the Letter of Intent shall have to deposit the balance of the sale price as per the schedule defined in E-Auction Process Document. Default in deposit of amount by the successful bidder would entail forfeiture of the whole money, already deposited and property shall be put to re-auction and the defaulting bidder shall have no claim/right in respect of property/amount.
8. The prospective qualified bidders may avail online training on e-Auction from M/s E-Procurement Technologies Ltd prior to the date of e-Auction. Neither the Liquidator nor E- Auction service provider will be held responsible for any internet network problem/ power failure/ any other technical lapses/ failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power backup etc. for successfully participating in the e-Auction event.
9. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.

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

Place:

Signature

Date:

(Seal in case of company/firm)

Notes:

For further details on the proposed sale please refer to the Bid Document available on the website: (<https://ncltauction.auctiontiger.net>)

ANNEXURE 3
DECLARATION BY THE BIDDER
(ON RS 100 STAMP PAPER AND TO BE NOTARIZED)

To,
CA Akash Shinghal (IBBI/IPA-001/IP-P00137/2017-18/10279)
Liquidator of M/s Amira Pure Foods Pvt Limited,
G- 8 & 9, Hans Bhawan 1,
Bahadur Shah Zafar Marg,
New Delhi - 110002

Dear Madam/ Sir,

1. I/We, (*insert name and address of the Interested Bidder*) aforesaid do here by state that, I/We have read the entire terms and conditions for the sale of the Company as specified and have understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
2. I/We declare that the Earnest Money has been made by me/us as against my/our bid and that the particulars of remittance and all other information given by me /us in the form is true and correct.
3. I/We further understand and agree that if any of the statement / information revealed by me/us is found to be incorrect and / or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the Earnest Money and/or any monies paid by me/us is liable to be forfeited by the Liquidator and the Liquidator will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the company is accepted by the Liquidator and if, I/We, fail to acceptor act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the auction any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the auction, except as otherwise permitted in para 6.5 b of E-Auction Process Document issued by the Liquidator seeking submission of bids for M/s Amira Pure Foods Pvt Limited (in liquidation) ("E-Auction Process Document"), the offer letter and/or the Letter of Intent, the Earnest Money and other monies paid by me/us thereafter, are liable to be forfeited in case final sale consideration and any applicable GST/taxes, if any is not paid within the specified timeline, the Liquidator shall forfeit Earnest Money.
5. I/We also understand that the Earnest Money Deposit shall be retained by the Liquidator and returned only in accordance with the timelines and circumstances specified in the E- Auction Process Document. I/We, state that I/We, have fully understood the terms and conditions therein and agree to be bound by the same.
6. I/We confirm that our participation in the e-auction process, submission of bid or acquisition of the company pursuant to the provisions of the E- Auction Process

Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws applicable to me/us; or (iii) any authorization or approval of any government agency or body applicable to me/us; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am / we are a party or by which I am / we are bound.

7. That the Liquidator reserves the right to request for additional information or clarification from us in relation to our proposal and we shall promptly comply with such requirements. Failure to satisfy the queries of the Liquidator within the given timelines may lead to rejection of our proposal.
8. That submission of our proposal alone does not automatically entitle us to participate in the next stage of the bid process. The decision taken by the Liquidator with respect to the selection of the qualified Bidder and communicated to us shall be binding on me / us. We acknowledge that the Liquidator reserve the right to determine at his/her sole discretion, whether or not we qualify for the submission of the proposal and may reject our proposal without assigning any reason whatsoever.
9. Subject to the provisions contained in Clause 6.5b of the E-Auction Process Document, I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement (s) on correction of and/or additions or deletions to the time of auction portal and company being offered for sale.
10. I/We confirm that the Liquidator and his/her professional advisors along with employees/agents/advisors, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e- auction portal due to any unforeseen circumstances etc. before or during the auction event.
11. has submitted the Acquisition Plan and other requisite documents strictly as per forms prescribed in the E-Auction Process Document, without any deviations or conditions and without setting out any assumptions or notes qualifying the Bid;
12. the Acquisition Plan is in compliance in all respects with the provisions of the IB Code and does not contravene any of the provisions of the law for the time being in force;
13. has obtained all the corporate authorizations required or expedient under Applicable Law for the submission of the Acquisition Plan.
14. shall upon being notified as the Successful Bidder, pay such amounts and consideration as set out in Bid Application Form in the manner agreed to between the Successful Bidder and the Liquidator at terms mutually agreeable to Liquidator and the Successful Bidder strictly in accordance with the procedure set out under the E-Auction Process Document.
15. The Bidder undertakes and confirms that every information and record provided in connection with or in the Bid and all the confirmations, declarations and

representations made in the Bid, are true, correct and valid as on the date of this Undertaking, and acknowledge that discovery of any false information and record at any time will render the Bidder ineligible to continue in the Bid Process, attract penal action under the IB Code, and the Liquidator shall at his sole discretion be entitled to cancel our Bid.

16. I/We hereby confirm that I/we are not ineligible to purchase the company or units of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.
17. I / We after having considered all documents and information provided by the liquidator in relation to the assets forming part of the bid documents including the inspection and verification of asset and documents, if any, confirm that we have physically inspected the assets as mentioned in bid documents and conditions thereof including the encumbrances, title of property/ies put on auction and claims/rights/dues/ affecting the property and only after such satisfaction am / are participating in auction process. I/We agree that the e-Auction advertisement does not constitute any commitment or any representation of the liquidator. I/We agree to take the assets under sale on "As is where is basis", "As is what is basis", "Whatever there is basis" and "Without recourse basis".

Signature

Name Address

ANNEXURE 4
Board Resolutions

(On the letter head of the interested bidder)

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

WHEREAS pursuant to the E- Auction Sale Notice dated [●] ("**EOI**"), and subsequent to the E- Auction Process Document dated [●] ("**EAPD**"), issued by the Liquidator on behalf of M/s Amira Pure Foods Pvt Limited (in liquidation) in relation to the acquisition of the Company as a going concern or assets of the company, for the purpose of participating in the auction process.

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

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

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

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

Certified to be true

For the Company

Director(s) /Company Secretary

Notes:

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

ANNEXURE 5

DESCRIPTION OF THE ASSETS

1) Description of the Assets of the Company proposed to sell:

S. No	Description of Asset	Location of Asset
1	LOT 1: <ul style="list-style-type: none">- Rice- Miscellaneous Items (Dal, masala etc)- Bardana- Wooden Pellets- Other Scrap (5 Trollies, 1 Water tanker, 2 Scooties)	Village Harsaru 21 st MileStone, Pataudi Road, Gurugram Haryana 122505
2	LOT 2: <p>Vehicles registered in the name of the Corporate Debtor- Mahindra XUV 500 AWD W8 M. GREY</p> <p>Registration No.: DL -12CA4617</p> <p>Variant: Diesel</p> <p>Km Run : 1,04,500 Km</p> <p>Registration Date: 14th July, 2013</p>	Village Harsaru 21 st MileStone, Pataudi Road, Gurugram Haryana 122505