

E-AUCTION PROCESS DOCUMENT

Invitation for Bids for e-auction of the assets belonging to Sree Naidu Beverages Private Limited (in Liquidation) under the provisions of Insolvency & Bankruptcy Code, 2016 and the Regulations thereof.

Date of Announcement

01/08/2022

Date of E-auction

18/082022

Issued by the Liquidator

Krishna MohanGollamudi

IBBI/PA-03/IP-P00161/2018-19/11952

SREE NAIDU BEVERAGES PRIVATE LIMITED

CIN:U15549AP2014PTC094813

(A Company under Liquidation vide NCLT, Amaravathi Bench Order dated 13/04/2022,in CP(IB) No.44/7/AMR/2020)

**Regd Office: D.NO.6-61-19/17,FLAT NO-104,BHAVANA HEIGHTS,
VISAKHAPATNAM AP 530003 IN**

Email for the purpose of sale of assets – ip.sreenaidubewerages@gmail.com

Liquidator

Krishna Mohan Gollamudi

Address for contact /

F26, Raghava Ratna Towers, Chirag Ali Lane,

Correspondence

Abids, Hyderabad – 500001

Contact Telephone No

040-23205565;Mob:9573622744

Contact Email

krishnamohangollamudi@gmail.com

For sale of assets

- email

ip.sreenaidubewerages@gmail.com

- Alternate Contact person

Mr. AVSK MOHAN on Mob. No. 8008705290

Notes

- 1. This E-auction process document is issued only to interested bidders.**
- 2. Terms & Conditions, deadlines etc., for participation in the E-auction are provided in the E-auction process document.**
- 3. The timelines, notifications and updates and other details of the e-auction process are also available on the website: <https://bankauctions.in>**

4. Bidder(s) desirous to submit their bid have to submit their Bids on E-auction portal – <https://bankuactions.in>.

DISCLAIMER:

This E-Auction Process Document is issued by Krishna Mohan Gollamudi, the Liquidator appointed by Hon'ble NCLT, Amaravati Bench, in the matter of Sree Naidu Beverages Private Limited(In Liquidation) for general information purposes only.

1. The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Assets of Sree Naidu Beverages Private Limited (in liquidation) (the "Company") in accordance with the Insolvency and Bankruptcy Code, 2016 ('IBC')
2. This document 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 Document should be construed as legal, financial, accounting, regulatory, tax or any other advice by the Liquidator.
3. It is to be noted that no information being provided in this E-Auction Process Document, claims to be comprehensive, independent due diligence of the intended user of this document or the bidder.
4. This E-Auction Process 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
5. Neither the Liquidator, or his team, Associates, 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 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 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 approvals
7. It is to be noted that by procuring a copy of this E-Auction Process Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Document and part of all the other terms and conditions of this E-Auction Process Document
8. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company or its past employees, consultants etc. until the Liquidator gives his Written Permission.
9. The Assets of the Corporate Debtor is 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 the Company's assets does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer.
10. **The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the fixed assets and moveable 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 Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidder(s) or any other person. The objective of this E-Auction Process 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 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 Document and may get independent advice from appropriate sources**
13. Information provided in this E-Auction Process 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 Document.

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01. DEFINITIONS:

“Adjudicating Authority” or **“NCLT”** shall mean the Hon’ble National Company Law Tribunal, Amaravati Bench;

“Affiliate” in relation to a Person,

- a. being a corporate entity, or limited liability partnership shall mean any entity or Person, which Controls, or is Controlled by, or is under the common Control as such Person;
- b. being an individual shall mean any relative (as defined under the Companies Act, 2013) of such individual or any other Person which is Controlled by such individual;
- c. being a partnership firm, shall mean the partners of such partnership firm or the relatives (as defined under the Companies Act, 2013) of such partners (if any individual) or any other Person which is Controlled by such firm or the partners;

“Agency” shall mean E-Auction Service Provider M/s. 4 Closure,

“Applicable Laws” shall mean, all applicable laws, 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 Process Regulations, Companies Act, 2013, 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 Document or thereafter and each as amended from time to time;

“Associate Company”, in relation to another company, means a company in which the Bidder has a significant influence in terms of the Companies Act of 2013, and includes an Affiliate of the Bidder having such influence and includes a joint venture company;

“Bid” shall mean any bid submitted by the Qualified Bidders as required in terms of this E-Auction Process Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“Bidder” shall mean a person or persons who submitted their bid as per this E-Auction Process Document; and shall include a qualified bidder and successful bidder as the case may be and the context requires;

“Bid Application Form” shall mean the bid form required to be submitted by an Interested Bidder, as per Annexure II;

“Bid Incremental value” shall mean the minimum amount over and above the last highest bid amount by which any participating Qualified Bidder will be required to increase the next bid on the auction portal;

“Control” together with its grammatical variations, when used with respect to any Person shall mean the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, shareholders agreements, voting agreements, by contractor otherwise; provided that, in any event: (i) the direct or indirect ownership of more than 51% (fifty one per-cent) of the voting securities of a Person; or (ii) the right to appoint and/or remove the majority of the members of the board of directors or other governing body of a Person, shall be deemed to constitute Control of such Person;

“Declaration” shall mean the Interested Bidders declaration as per Annexure 3;

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

“Interested Bidder” shall mean any person or persons who have submitted the signed Bid Form for participation along with notarized affidavit, signed Declaration, requisite Earnest Money and other necessary documents to complete the eligibility check formalities to the satisfaction of the Liquidator and who is not yet accepted by the Liquidator as a Qualified Bidder;

“Liquidator” shall mean an insolvency professional appointed as a liquidator in accordance with section 34 of the IBC;

“Liquidation Process Regulations” shall mean the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;

“Person” shall mean an individual, a partnership firm, LLP, 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” shall mean an Interested Bidder who completed the eligibility check formalities to the satisfaction of the Liquidator and who the Liquidator has notified as accepted by the Liquidator as a Qualified Bidder;

“Reserve Price” shall mean the minimum price at which a bid will be accepted on the auction portal from a participating qualified bidder;

“Successful Bidder” shall mean the Qualified Bidder whose bid is approved and who is declared as such by the Liquidator at the end of the determined auction process;

Capitalized terms used herein but not defined otherwise shall have meaning prescribed to them under the provisions of the IBC and the rules and regulations there under.

02. INFORMATION TO BE READ COMPULSORILY BEFORE BIDDING

1. This E-Auction Process Document has been issued for the purpose of carrying out electronic auction (**e-Auction**) of the assets of Sree Naidu Beverages Private Limited (In liquidation) (the “**Company**”) under the provisions of the Insolvency and Bankruptcy Code (**IBC**), 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 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 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 information contained in this E-Auction Process Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E- Auction Process Document
4. 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 Document
5. The issuance of this E-Auction Process Document does not imply that the Liquidator is bound to select a Bidder or to appoint the 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.
6. M/s.foreclosureindia.com, Hyderabad (**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:

Type of Bid

E-Auction

Seller

Krishna Mohan Gollamudi
(Liquidator for the Sree Naidu
Beverages Private Ltd)

Website of E-
Auction service
provider

www.bankauctions.in
<https://bankauctions.in>

Service Provider

M/s.4 Closure
Block No.605 A, 6th Floor,
Maitrivanam Commercial
Complex, Ameerpet,
Hyderabad – 500038
Land Line – 040 23736405
Help desk back end team –
8142000062 /66
Contact Person – Mr. U Subba Rao
Email id: subbarao@bankauctions.in
Mobile : 8142000061
Mr.Kalyan Kumar,
Mobile:9515160063,
info@bankauctions.in

7. BID means any Bid submitted by the Bidder(s) as required in terms of this E-auction process document and in accordance with the provisions of IBC read with Liquidation Process Regulations and any other applicable laws.
8. BIDS are to be submitted along with the following annexures:

Format A	– Format BG for the EMD
Format B	- Format BG for the EMD for associate persons
Annexure I	- Affidavits & Undertakings
Annexure II	- Bid Form (to be duly filled in, signed and stamped)
Annexure III	- Declaration by the Bidder (to be duly filled in, Signed and stamped by the Bidder and uploaded along with the Bid form.
Annexure IV	- Technical terms and conditions
9. 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. The Liquidator shall exercise all rights with respect to sale of the Assets and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary in compliance of provisions of IBC, so as to enable the sale of the assets
10. The Annexures to this E-Auction Process Document shall form an integral part hereof and this E-Auction Process Document shall always be read in conjunction with the Annexures appended hereto.
11. Bidders are advised in their own interest, to desist from the last minute bidding. Neither the Liquidator nor the E-auction Service Provider will be responsible on the part of the Bidder(s), in the bidding process.

03. INTRODUCTION

1. The Corporate Debtor's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the Hon'ble NCLT, Amaravati Bench in the matter of CP (IB) No.44/7/AMR/2020 on 14th April 2022 by appointing Mr. Krishna Mohan Gollamudi as the Liquidator.
2. It is the endeavour of the Liquidator to sell the assets of the Corporate debtor as per the provisions specified under Regulation 32 of IBBI (Liquidation Process) Regulations 2016, 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 Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I 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 Document.
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 maybe.

04. BACKGROUND OF THE COMPANY

INCORPORATION DETAILS:

As per the information available with the Ministry of Corporate Affairs (MCA), the Company was incorporated on 10th July 2014 as a private limited Company under the Companies Act, 1956. Its registered Office is its Registered Office is at D.No:6-61-19/17, Flat No:104, Bhavana Heights, Chinagantyada, Gajuwaka, Visakhapatnam. The main promoters are Mr. Tammina Naidu and Mrs. Chintalapati Venkata Satya Lakshmi Kala.

BUSINESS AND ACTIVITIES OF THE COMPANY:

The company has established a Medium Scale (MSME) manufacturing unit at Koduru Village (Survey No:205/29 & 30), Anakapalle Mandal of Visakhapatnam district, constructed on a site of 6921.20 Sq.yds taken on lease for a period of 20 years starting from 14th July 2014. The lease rent for the land is Rs.40000/- per month. The company also took on lease adjoining area of 1964 sq.yards for approach road to the factory, for a period of 20 years starting from 26th November 2014. The lease rent for the land is Rs.6000/- per annum.

The main activity of the Corporate Debtor is processing and marketing of packaged drinking water & soda. The Corporate Debtor Sree Naidu Beverages Pvt. Ltd is the authorized Franchisee for “Bagpiper & Directors Special” Packaged Drinking Water & Soda. The company has signed Franchise Agreement on 01.10.2015 with “UNITED SPIRITS LTD” for a period of 3 years from the date of signing the agreement, with franchise for 5 districts viz., Visakhapatnam, Vizianagaram, Srikakulam, East and West Godavari districts in Andhra Pradesh. The company processes the ground water through various purification processes and then pack them in PET bottles of 1/2litre, 1 litre and 20 litres capacity and Soda in 600ml PET bottles all through an automatic rinsing, filling and capping, shrinking and packing in corrugated boxes.

The Corporate Debtor was sanctioned credit facilities by State Bank of India for an amount of Rs 7.30 crores (Rs 7.00 crores for acquisition of plant & machinery and Rs 0.30 crores for working capital) with a moratorium period of 6 months as per requirement of the unit. The term loan was sanctioned for installation of 12000 ltrs water treatment plant with Complete packaging machines & Carbonated Soda water plant with complete packaging machines.

Originally the company was expected to start its production during the month of Sep 2015 but due to delay in installation of machinery and equipment, it started its production in the last week of November 2015.

The accounts became NPA with State Bank of India in July 2016, due to non payment of interest and instalments. The Bank initiated action under SARFAESI Act, in July 2016.

The Bank filed petition in DRT for recovery of dues in 2017 and Hon’ble Debt Recovery Tribunal, Visakhapatnam passed Order for recovery of dues on 31.07.2019.

Subsequently State Bank of India filed application before Hon'ble NCLT, Amaravathi Bench in March 2020, and the application was admitted on 10.07.2021 and further ordered to Liquidate the Company vide order dated 13/04/2022

Detail of its past performance and recent developments:

The company started commercial production in November 2015. The company had registered sales of Rs.164.55 lakhs for the FY 2017-18. Thereafter the company stopped production and was doing some job work intermittently. However, the promoters had been looking after maintenance of the plant by employing technicians.

The accounts became NPA with State Bank of India in the year 2016, due to non payment of interest and installments. The Bank initiated action under SARFASIA in July 2016.

The Bank filed petition in DRT for recovery of dues in 2017 and Hon'ble Debt Recovery Tribunal, Visakhapatnam passed Order for recovery of dues on 31.07.2019.

The Financial Creditor, State Bank of India filed Petition with Hon'ble NCLT, Amaravathi Bench, vide C.P.(IB) No. **44/7/AMB/2019** seeking to initiate a Corporate Insolvency Resolution Process (CIRP), in terms of Section 7 of Insolvency and Bankruptcy Code, read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016 and Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and the application has been admitted by Hon'ble NCLT, Amaravathi Bench vide its order passed dated 10th July 2021

In the order pronounced by the Hon'ble National Company Law Tribunal to Liquidate the Company vide order dated 13/04/2022, it was directed to sell the assets of the Corporate Debtor under the provisions of Regulation 32.

Liabilities:

The liabilities as per the claims admitted are as follows:

State Bank of India Rs. 143,666,918/-, CTO Gajuwaka Rs. 591,528/-, APEPDCL Rs. 2,246,181/-, MrsPeela Aruna Devi Rs. 54,04,800/-. Bidders are advised to note the same.

05. ELIGIBILITY OF THE BIDDER

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase of the assets of the Company, if it fails to meet the eligibility criteria as set out in Section 29A of the IBC 2016(as amended from time to time).

A careful reading of Section 29A of the IBC 2016 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

- is an undischarged Insolvent
- is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- 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 corporate insolvency resolution process of the corporate debtor:

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

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.

- 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:

- is disqualified to act as a Director under the Companies Act, 2013 (18 of 2013);
- is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- 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;

- has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;
- is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- 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);
- (iv) 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;
- (v) 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 or completion of such transactions as may be prescribed, 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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
 - (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;
 - (f) such categories of persons as may be notified by the Central Government.]

SNBPL_E-AUCTION DOCUMENT_KRISHNA MOHAN GOLLAMUDI_LIQUIDATOR

06. DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER TO ASCERTAIN THE ELIGIBILITY OF 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):

- i. Ownership Structure and Composition of the E-Auction Process Applicant / Bidder, Proof of Identification, Current Address-Proof, PAN card, Valid e-mail ID, Landline and/or Mobile Phone number
- ii. Authorization to the Signatory (in case the bidder is a legal entity)
- iii. 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**.

ADDITIONAL DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER

Upon submitting the relevant documents in accordance with clause above, the prospective bidder will be required to make payment of EMD in accordance with under mentioned clause. Thereafter, the prospective bidder(s) is also required to fill-up the online bid form/physical bid form as per format prescribed in Annexure II with respect to the sale of assets of the Corporate Debtor the respective bidder proposes to submit a bid and take a print out of the filled form, sign and stamp the same and thereafter submit/upload it on the platform along with duly signed and stamped declaration as per format prescribed in Annexure III, on or before the last date and time given in a Notice of sale/e auction Process Document.

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

The liquidator shall (i) verify the details mentioned in the bid form based on the documents submitted/uploaded and (ii) ascertain submission of the EMD and also the adherence of timelines specified in this document. Pursuant to such verification, the bidder will be notified to participate in the e auction for the sale of the assets of the Corporate Debtor and such bidder shall herein after be referred to as "Eligible Bidder". It is clarified that an eligible bidder shall be entitled to submit a bid only with reference to the assets for which he has submitted the bid form and in respect of which he has paid the EMD.

07. VISIT TO THE OFFICE OF THE LIQUIDATOR /VISIT OF THE ASSETS OF CORPORATE DEBTOR

Prospective Bidder shall request the Liquidator about his / its interest to participate in the e-auction for the sale of the assets of the Corporate Debtor, for an inspection of the assets of the Corporate Debtor and once the Liquidator permits with specific date and time to visit and inspect the assets, the prospective bidders shall make their own arrangements to visit / inspect the assets of the Corporate Debtor.

The contact details of the person available, at the premises where the assets of the Corporate Debtor is available, will be provided after approval of the request of the prospective Bidder.

DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidder(s). The information and documents shall be provided by the Liquidator in good faith.

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. All local taxes / maintenance fee / stamp duty/any statutory or other dues etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the E-Auction process applicant on its own and would be borne by the Successful Bidder.

08. DETAILS OF ASSETS TO BE AUCTIONED AND RESERVE PRICE/EMD.

Rs. In lakh

Lot No	Particulars of Assets	Date & time of auction	Reserve Price	EMD @ 10%	Note No.
1	All the above assets together as a single Lot	18.08.2022 3.00 pm 4.00 pm	341.25	34.13	-
2	Plant & Machinery, Office Equipment, Other machinery & Extra items, Inventory etc.	18.08.2022 4.00 pm to 5.00 pm	247.31	24.73	-
3	Main Factory shed, office building, Generator room, Security, workers rest & canteen, Toilet block admeasuring 22820 sft on a leasehold Property of 1.43 acres & 0.35 acres at Sy.No. 206/26, 25, 29 & 30, Kodooru Village, Anakapalli Mandal, Visakhapatnam Dist.	18.08.2022 4.00 pm to 5.00 pm	93.94	9.40	1

Note No. 1

a. Sheds and Buildings are constructed on Leasehold land admeasuring 1.43 acres on lease for 20 years commencing from 14/07/2014 at a lease rent of Rs.40000/- per month as per lease deed dt. 09/07/2014, Regd Doc.No.2334/14.

b. Leasehold land admeasuring 0.35 Acres on lease for 20 years commencing from 28/11/2014 at a lease rent of Rs.6000/- per year, for the purpose of forming a road, as per Lease Deed dt.28/07/2014 Regd Doc. No,4273/2014.

C. If Lot 1 is successful, Lot 2 and 3 are not considered for auction.

09. POINTS TO BE NOTED

The detailed list of assets are attached with this e-process document.

Bid Incremental Value

The Increment of bid amount shall be Rs.5.00 lakh for the sale of the assets of the Company.

The E-Auction service provider will provide User ID & Password to the qualified bidders after due verification of requisite documents submitted by the Interested Bidders as stated here in to the satisfaction of the Liquidator.

The E-Auction / bidding would be conducted exactly on the scheduled date & time as mentioned above by way of inter-se bidding amongst the Qualified Bidders. A Qualified Bidder may improve its offer in multiple of amount mentioned under the column "Bid

Incremental Value”. In case a bid is placed within the last 5 minutes of the closing time of the E-Auction, the closing time will be automatically extended for 5 minutes.

10. EARNEST MONEY DEPOSIT

All the E-Auction Process Applicants shall provide, along with or prior to submission of their bid application form, an amount shown in the above table which is equal to the 10 % of the reserve price for the sale of the assets of the Company, that is to be bided for, as earnest money by remittance of funds in the bank account of company as per details given below or by way of Demand Draft or by way of a bank guarantee issued by any scheduled commercial bank in India (“Bank”) in favour of the Beneficiary, i.e., SREE NAIDU BEVERAGES PRIVATE LIMITED(In liquidation), in the **Format A** (Earnest Money -Bank Guarantee) provided in this E-Auction Process Document.

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 a letter in the format set out in **Format B** (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be eligible to be a Bidder as per the requirements specified in this E-Auction Process 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.

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

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

Account No.	40982674702
Title	SREE NAIDU BEVERAGES PRIVATE LIMITED (UNDER LIQUIDATION)
IFS Code	SBIN0003529
Bank name	STATE BANK OF INDIA
Address	Chirag Lane Branch, Abids, Hyderabad - 500001

The details of any remittances in this regard shall be entered in the bid 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 or its associate, as the case may be in compliance of conditions as mentioned above.

Bidder shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.

All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at ip.sreenaidubewerages@gmail.com on immediate basis.

It should be noted that no interest will be paid to the E-auction process applicant in relation to

any Earnest Money amount.

Refund of Earnest Money Deposit/ Return of Bank Guarantee furnished in lieu of EMD to the unsuccessful bidder.

In case the auction fails, or in case of unsuccessful bidders, the Earnest Money paid by the e-auction process applicant, who is not classified as Successful Bidder shall be returned (without interest) as per timelines provided in the Time Table in this process document

Forfeiture of EMD / Invocation of Bank Guarantee from E-Auction process applicant / Bidder

The Beneficiary shall have the right to invoke the bank guarantee for a period upto 60 (Sixty) days from the last date of the submission of the Earnest Money, by issuance of a written demand to the Bank in the circumstances as set out in the Bank Guarantee.

It is to be noted that the Earnest Money furnished can be forfeited at any time even after 60 days from the last date of submission of EMD, 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 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 and it fails to extend the validity of the Earnest Money through the bank guarantee or does not accept the Letter of Intent issued by the Liquidator.
- iv. if the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

Set-off of EMD of the successful bidder

Unless expressly indicated by the Bidder and subject to discretion of liquidator, 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,

11. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator within 48 hours of the end of the E-Auction stage shall declare the Successful Bidder(s) for sale of the assets of the Company. 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. In case of any default of any terms & conditions of E-auction process including default in payment by the Successful Bidder, the liquidator may declare the next highest bidder as the Successful Bidder or put to re-auction.

In case of stay of proceedings by the competent authority, the e auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

The Successful Bidder shall pay 25% of final bid amount within 48 hours of declaration of successful bidder by the Liquidator. The amount already paid as EMD shall be adjusted towards such payment to the liquidator.

Issuance of letter of intent and transaction document

a. The Liquidator shall, as soon as reasonably possible following the end of the E-Auction, issue to the Successful Bidder a letter of intent (“**LoI**”/ “**Letter of Intent**”), inviting the Successful Bidder to provide balance sale consideration (plus any applicable GST/taxes, if any, on 100% of the bid sum) within 30 days or within 90 days provided that the payment made after 30 days will attract interest at the rate of 12% of the date of issuance of the LoI. This LoI *per se* does not confirm sale in favour of the Successful Bidder. Confirmation of sale is subject to the fulfilment of conditions stated hereunder and the approval of the Liquidator.

b. The Successful Bidder shall, within a period of 2 (two) days from the date of issuance of the LoI, unconditionally accept the LoI, and record such acceptance by providing the Liquidator with 1 (one) copy of the LoI with an endorsement stating that such LoI is, “Accepted Unconditionally”, under the signature of the authorized Director / Authorized Signatory of the Successful Bidder

c. Failure to accept the LoI within the time period specified may result in the disqualification of the Successful Bidder along with cancellation of the LoI and forfeiture of the Earnest Money.

Default by the successful bidder and its results

In the event of the Successful Bidder withdraws his E-Auction Application or fails to comply with terms & conditions, the Beneficiary shall have the right to forfeit/invoke/encash the Earnest Money/Bank Guarantee furnished by the Successful Bidder.

In case of disqualification of a Successful Bidder, the Qualified Bidder who had submitted the next highest bid, may be asked to match the Successful Bidder's bid and be considered the new Successful Bidder. If the latter is unwilling to match the bid submitted by the earlier Successful Bidder, the Liquidator, at his sole discretion, may decide to carry out a fresh auction, withdraw the Auction or sell the Company to the next highest Qualified bidder at its bid amount.

12. 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 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 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 Document or Applicable Law.

13. COST, EXPENSES AND TAX IMPLICATIONS

The e auction process applicant/bidder 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 re-imbursement 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 applicable including GST on sale of assets would be borne by the Successful Bidder.

The Successful Bidder will bear all expenses for removal of asset(s), delivery including loading, unloading, transport, weighment, labour, manpower charges etc.

The Successful Bidder will be responsible for any damage to assets of the company during the process of removal, delivery of asset(s) and will make good the cost of damage to the company. The amount of damage decided by the liquidator will be final.

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 over and above the bid amount.

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.

14. GOVERNING LAW AND JURISDICTION

This E-Auction Process Document, the auction Process and the other documents pursuant to the E-Auction Process Document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Document or the E-Auction Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at Amaravati, Andhra Pradesh State India.

15. TIME TABLE

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

- | | | |
|----|--|--|
| 1 | Public Announcement | :01st Aug 2022 |
| 2 | Opening of auction portal and this e-auction Process document on the website | :01 st Aug 2022 |
| 3. | Documents submission, KYC declaration and Due Diligence | :On or before
16 th Aug 2022 5.00 pm |
| 4 | Time of Inspection / Discussion | :On any of these 3 days
i.e., 12 th , 13 th or 16 th Aug
2022 between
10.30 am and 5.30 pm
with prior appointment of
liquidator. |
| 5 | EMD Bid form declaration submission | :On or before
16 th Aug 2022 - 5.00 pm |
| 6 | E-auction of Lots | :18 th Aug, 2022 as per table
below |

(Rs.in lakhs)

Lot No	Particulars of Assets	Reserve Price	EMD @ 10%	E-auction date	E-auction time
Lot No 1 (Lot 2 & 3 together)	All the below mentioned assets together as a single lot	341.25	34.13	18 th Aug 2022	3.00 pm to 4.00 pm
Lot No 2	Plant & Machinery; Electrical fittings, equipment, lab equipment, Office furniture and equipment, and Inventory etc.	247.31	24.73	18 th Aug 2022	4.00 pm to 5.00 pm
Lot No 3	Main shed, office building, Generator room, Security, workers rest & canteen, Toilet block admeasuring 22820 sft on leasehold land at Sy.No. 206/26, 25, 29 & 30, Kodooru Village, Anakapalli Mandal, Visakhapatnam dist.	93.94	9.40	18 th Aug 2022	4.00 pm to 5.00 pm

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 final sale consideration is not paid within the timeline, the Liquidator shall forfeit/encash EMD and / or invoke the bank guarantee.

**While the timeline for submission of bid forms and declaration forms is available up to 16th Aug 2022, please note that access to documentation, additional information and site visits*

will be granted only once the bidder submits the necessary documents. Hence the prospective bidders are advised not to wait till the last day.

Note -

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

The timeline for payment of final sale consideration may also be extended at the sole discretion of Liquidator, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the Liquidator shall invoke/encash EMD and / or bank guarantee

Successful bidder of Lot No, 3 shall note that he should wait for taking possession till the Lot No.2 bidder vacates the sheds and buildings.

Lot No.2 bidder should vacate sheds and buildings within a week's time of making full payment.

16. TERMS & CONDITIONS OF E-AUCTION

In addition, the following terms and conditions also apply

1. The above-mentioned sale of assets will be sold on **“AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, “WHATEVER THERE IS BASIS” AND “WITHOUT RECOURSE BASIS”** by Public E-Auction sale on 18th Aug, 2022 UNDER INSOLVENCY AND BANKRUPTCY CODE 2016 and REGULATIONS THEREOF. The auction will be conducted through approved service provider M/s. 4 Closure, Hyderabad through e-auction portal “<https://bankauctions.in>” The Contact person on behalf of E-Auction service provider is Mr. U. Subba Rao, email id: subbarao@bankauctions.in and contact No. 8142000061.
2. Interested bidders can register, bid and receive confirmation of their bid online.
3. The Auction will be through “e-auction platform – www.bankauctions.in”, from 3.00 pm to 5.00 pm on 18th Aug 2022, as given in the above table.
4. The Prospective Bidders should make their own independent inquiries regarding the encumbrances, 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. The assets are being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.
5. Any asset lying at any premise/property of the company and not part of Liquidation Estate shall not be covered in any part of the asset under this document and will not be available for sale/transfer.
6. The Information in respect of the property/asset has been stated to the best of knowledge of the Liquidator, however, he shall not be responsible for any error, misstatement or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to the Asset nor does he provide any guarantee or warranty as to the ownership of asset or the conditions of the property/ asset or its quality for any specific purpose or use.

7. Auction/ bidding shall be only through “Expression of interest”. Interested bidders are requested to express their interest by sending an email to “ip.sreenaidubeverages@gmail.com” or a signed letter to the Liquidator’s following address at “F 26, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad - 500001”. For details, please contact Mr. AVSK Mohan, Ph No : +918008705290
8. The Prospective Bidders are required to deposit Earnest Money Deposit (EMD) either through Demand Draft/ NEFT/ RTGS in the bank account of ‘SREE NAIDU BEVERAGES PRIVATE LIMITED (In Liquidation)’. Account No. 40982674702, State Bank of India, Branch Chirag Ali Lane, Abids, Hyderabad, IFSC code: SBIN0003529 drawn on any scheduled bank or give a bank guarantee for EMD amount as per format A or format B as given in the complete E-Auction Process Document. **The EMD shall be refunded to the unsuccessful bidders within 15 working days from the completion of the sale transaction.**
9. The Prospective Bidders should submit the evidence for Bank Guarantee or Earnest Money Deposit (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/Aadhar 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., to the office of Liquidator at the address given below or by email on or before 16th Aug 2022.
10. The properties shall be sold on **“AS IS WHERE IS BASIS”, “AS IS WHAT IS BASIS”, “WHATEVER THERE IS BASIS” AND “WITHOUT RECOURSE BASIS”**. The highest bidder would bear the charges/fees payable for conveyance, such as ownership transfer, registration fee etc. as applicable as per law. The Liquidator will not be responsible for any charge, lien under sale. The Liquidator has absolute right to accept or reject the bid or adjourn, postpone, extend the auction without assigning any reasons whatever.
11. No objections will accrue to the Liquidation in such an event.
12. The bidders can have discussions with Liquidator at office of the Liquidator and inspection of the assets of the Corporate Debtor between **on any mutually convenient day on 12th, 13th or 16th Aug 2022 (on any one day) between 10.30 am and 5.30 pm with prior appointment of liquidator.** Person(s) interested in inspection of the assets may contact Mr. AVSK Mohan, Ph No : +918008705290
13. The bid shall be for the sale of assets of the Corporate Debtor mentioned above with reserve price. The highest bid will be subject to approval of the Liquidator.
14. The E-Auction / bidding of the sale of assets of Sree Naidu Beverages Private Limited would be conducted exactly on the schedule Date & Time as mentioned by way of inter-se bidding amongst the bidders. The bidder may improve their bid by a minimum incremental amount of Rs.5.00 lakh. The Liquidator will have the option to reschedule the e-auction, in case of any exigencies.
15. On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within 90 days of the date of such demand, provided that the payment made after 30 days shall attract interest at 12% p.a. Provided further that the sale shall be cancelled if the payment is not received within 90 days and the Liquidator shall forfeit the entire amount already paid/deposited by the purchaser. In case of default in payment, the property shall at the discretion of Liquidator be sold to second highest bidder or resold and the defaulting purchaser shall not have any claim. Decision of Liquidator will be final.
16. The successful bidder, on payment of entire sale price and on completion of sale formalities, shall be issued a sale certificate/Tax Invoice. The purchaser shall bear

the expenses on Stamp duty and Registration charges if any on the Sale Certificate, wherever applicable.

17. As per section 206C of the Income Tax Act, since tax is to be collected at source the successful bidder shall also pay tax at 1% on the sale consideration and GST at applicable rate.
18. Any statutory and other dues payable on above transaction shall be borne by the Purchaser / successful bidder. The offers not confirming to the terms of sale shall be rejected. The Liquidator reserves its rights to reject any or all of the offers or accept offer for one or more properties received without assigning any reasons, whatsoever.
19. Further inquiries, if any and/or terms and conditions for sale, can be obtained from the Liquidator's office at phone numbers mentioned above
20. Liquidator reserves the right to cancel the sale for any reason it may deem fit or even without assigning any reason and such cancellation shall not be called in question by the bidders.

Sd/-

KRISHNA MOHAN GOLLAMUDI

LIQUIDATOR

SREE NAIDU BEVERAGES PRIVATE LIMITED (IN LIQUIDATION)

(The Company under liquidation vide NCLT, Amaravati Order dated 13/04/2022)

F26, Raghava Ratna Towers, Chirag Ali Lane, Abids, Hyderabad – 500001

Email gollamudikrishnamohan@gmail.com

Email for the purpose of sale of assets: ip.sreenaidubewerages@gmail.com

IP Registration No. : IBBI/IPA-003/IP-N00161/2018-19/11952,

Regd with IPA of ICAI. AFA valid upto:23.1.2023

Dt.1.8.2022

FORMAT – A EARNEST MONEY DEPOSIT BANK GUARANTEE

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

To

**Sree Naidu Beverages Private Limited (in liquidation)
Through Liquidator, Gollamudi Krishna Mohan**

WHEREAS

A. *[Insert name of the Bidder]* incorporated in [India] / *[insert name of country where guarantor is incorporated]* under the [Companies Act,[1956/2013]] / *[insert name of legislation under which the entity is incorporated]* with corporate identity number [•], whose registered office is at *[insert address]* (“**Bidder**”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR XXXXX(Indian Rupees XXXXX only) in accordance with the terms of the E-Auction Process Document dated [•] (“**E-Auction Process Document**”) issued by the Liquidator seeking submission of bids for assets of Sree Naidu Beverages Private Limited.

B. This bank guarantee is required to be issued in favour of the Beneficiary, as per the terms of the E-Auction Process Document.

C. We, *[insert name of the bank]* having our registered office at *[insert address]* (“**Bank**”) at the request of the Bidder, do hereby undertake to pay to the Beneficiary at [Hyderabad] an amount not exceeding INR XXXXX (Indian Rupees XXXXX only) to secure the obligations of the Bidder under the E-Auction Process Document on demand from the Beneficiary on terms and conditions herein contained.

1. Now therefore, the Bank hereby issues in favour of the Beneficiary this irrevocable and unconditional payment bank guarantee (“**Guarantee**”) on behalf of the *[Insert name of the Bidder]* for an amount.
2. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Beneficiary without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand made by the Beneficiary, a sum not exceeding the aggregate amount of INR XXXXX (Indian Rupees XXXXX).
3. This Guarantee shall be valid and binding on the Bank up to and including *[Insert date of validity of the Earnest Money]* and shall in no event be terminable by notice or any change in the constitution of the Bank or the Beneficiary, by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
4. The Bank hereby expressly agrees that the demand made on it under this Guarantee shall be conclusive evidence of that such payment is due and the Bank shall not

require any other proof, in addition to the written demand from Beneficiary, made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the Beneficiary.

5. The Bank shall make payment hereunder notwithstanding any objection by *[Insert name of the Bidder]* and / or any other person or any dispute(s) raised by the *[insert name of the Bidder]* in any suit or proceeding pending before any court or tribunal relating thereto and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.
6. This Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at Amaravati Andhra Pradesh State shall have exclusive jurisdiction. The Bank represents that this Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.
7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.
8. This Guarantee shall be a primary obligation of the Bank and accordingly the Beneficiary shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Bank waives any such right to that extent.
9. The Bank further unconditionally agrees with the Beneficiary that the Beneficiary shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time:
 - a. Vary and/or modify any of the terms of the E-Auction Process Document;
 - b. Extend and/or postpone the time of performance of the obligations of the Bidder under the E-Auction Process Document; or
 - c. Forbear or enforce any rights exercisable by the Beneficiary against the Bidder under the terms of the E- Auction Process Document and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under the Guarantee.
10. The Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.
11. Our liability under this Guarantee is restricted to INR XXXX (Indian Rupees XXXX only) and it shall remain in force until *[Insert Earnest Money Validity Date]*, with an additional claim period of 60 (Sixty) days thereafter.
12. Failure to re-issue or extend this Guarantee in accordance with Clause 11 above shall entitle the Beneficiary to invoke this Guarantee.

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

Witnesses

1. Signature
Name and Address

2. Signature
Name and address

SNBPL_E-AUCTION DOCUMENT_KRISHNA MOHAN GOLLAMUDI_LIQUIDATOR

FORMAT – B EARNEST MONEY PAYABLE BY AN ASSOCIATE COMPANY

To

Sree Naidu Beverages Private Limited (in liquidation)
Through Liquidator, Gollamudi Krishna Mohan

Copy to

(insert the name of the bidder with address)

Dear Sir

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of assets of Sree Naidu Beverages Private Limited.

In light of the bid for assets of Sree Naidu Beverages Private Limited submitted by *[Insert name of the Bidder with address]* in accordance with and subject to the provisions of the E-Auction Process Document dated [•] in relation to the captioned transaction (“**E-Auction Process Document**”), issued by the Liquidator,

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

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

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

Thank you.

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

ACKNOWLEDGEMENT

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

Yours sincerely

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

ANNEXURE – I AFFIDAVIT AND UNDERTAKING

Date:

Mr. Krishna Mohan Gollamudi
Liquidator
Sree Naidu Beverages Private Limited (under Liquidation)
F26, Raghava Ratna Towers
Chirag Ali Lane, Abids
Hyderabad – 500001

Sub: Disclosure and Undertaking on eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016.

Dear Sir

I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as amended:

I have understood the provisions of section 29A of the Code. I confirm that neither [*insert name of bidder*] nor any person acting jointly with [*insert name of bidder*] or any person who is a promoter or in the management or control of [*insert name of bidder*] or any person acting jointly with [*insert name of bidder*]:

- a. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- b. Is an undischarged Insolvent
- c. has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 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 form;
- d. has been convicted for any offence punishable with imprisonment for two years or more;
- e. is disqualified to act as a director under the Companies Act, 2013; Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
- f. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g. has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- h. has executed an enforceable guarantee in favour of a creditor in respect of a corporate

debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code

- i. has a connected person not eligible under clauses (a) to (i)
- j. has been subject to any disability, corresponding to clauses (a) to (h), under any law in jurisdiction outside India.

I therefore, confirm that [*insert name of bidder*] is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as amended to submit its Bid for Sree Naidu Beverages Private Limited (In Liquidation).

I undertake on behalf of [*insert name of bidder*], that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.

I declare and undertake that in case the [*insert name of bidder*] becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

I also undertake that in case the [*insert name of bidder*] becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Sree Naidu Beverages Private Limited (In liquidation).

I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.

I confirm that the said declaration and disclosure is true and correct.

I am duly authorised to submit this declaration by virtue of _____

(DEPONENT)

VERIFICATION

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

(DEPONENT)

ANNEXURE – II BID APPLICATION FORM

Mr. Gollamudi Krishna Mohan
Liquidator
Sree Naidu Beverages Private Limited (under Liquidation)
F26, Raghava Ratna Towers
Chirag Ali Lane, Abids
Hyderabad – 500001

Dear Sir

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated 01/08/2022 (Sakshi, Visakhapatnam and Financial Express, Hyderabad)

Details of the Corporate Debtor

Name	Sree Naidu Beverages Private Ltd
Account No.	
Bank	

Details of the Bidder

Name of the Bidder
Constitution
Contact No.
Email Id
PAN No.
Address

Particulars of payment of EMD	RTGS/NEFT/Demand Draft /Bank
Guarantee	

Details of Assets

Reserve Price

I/We also enclose KYC Documents

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.

Date

Signature & Stamp

ANNEXURE – III DECLARATION BY THE BIDDER

Mr. Gollamudi Krishna Mohan
Liquidator
Sree Naidu Beverages Private Limited (under Liquidation)
F26, Raghava Ratna Towers
Chirag Ali Lane, Abids
Hyderabad – 500001

Dear Sir

I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the E-Auction Process Document and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.

I / We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the bid form is true and correct.

I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller (“Liquidator”) and the Seller will be at liberty to annul the offer made to me/us at any point of time.

I / We also agree that after my /our offer given in my /our bid for purchase of assets is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the bid form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall invoke encash EMD and/ or Bank Guarantee.

I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of assets. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.

I / We confirm that our participation in the e-auction process, submission of bid or acquisition of the assets pursuant to the provisions of the 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; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental

authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.

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 assets being offered for sale.

I/We confirm that the Seller/liquidator/ company and their employees, associates, consultants etc. 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.

I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

Signature and Stamp

Name

Address

Email ID

Contact No.

ANNEXURE – IV TECHNICAL TERMS AND CONDITIONS

In addition, the following terms and conditions apply

- a. Intending bidder(s) shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
- b. Intending bidder(s) have to register with the e-auction service provider.
- c. Only upon verification of the Bid Form and confirmation of remittance of EMD, the Eligible Bidder(s) will be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
- d. The Bidder(s) shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidder(s) are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- e. Bidder(s) should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
- f. Bidder(s) are advised to change the password immediately on receipt thereof.
- g. The Affidavit and Declaration as per the formats set out in **Annexure I and III** must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person duly authorized to sign the same.
- h. All the aforementioned documents are required to be submitted/uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
- i. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- j. The highest bid on the auction shall supersede all the previous bids of the respective Bidder(s). The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
- k. After the conclusion of the e-auction for the asset, a separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the

date of receipt of the Intimation i.e. Date of Intimation.

- i. **Bidder(s) may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.**

SNBPL_E-AUCTION DOCUMENT_KRISHNA MOHAN GOLLAMUDI_LIQUIDATOR