

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for Bids for E-Auction of M/s. Bil Energy Systems Limited(BEL) (in Liquidation) under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") by an Order of the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT") dated 09-12-2022

Date of Public Announcement

"05th February 2025"

Last date for submission of documents

"06th March 2025"

Last date for EMD

"17th March 2025"

Date of E-Auction

"20th March 2025"

Issued by:

Madhusudhan Rao Gonugunta
Liquidator

IBBI Regn. No: IBBI/IPA-001/IP-P00181/2017-18/10360

M/s. Bil Energy Systems Limited (BEL)in Liquidation

(A Company under Liquidation Process *vide* NCLTs Order dated 04-12-2023)

Email ID: cirpbel@gmail.com

Madhusudhan Rao Gonugunta is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-001/IP-P00181/2017-18/10360. Madhusudhan Rao Gonugunta has been appointed as the Liquidator of M/s. Bil Energy Systems Limited(in Liquidation) by Hon'ble National Company Law Tribunal (NCLT), Mumbai Bench vide order dated 04-12-2023 to manage, protect, sell and liquidate the properties, assets, business and other affairs of M/s. Bil Energy Systems Limited (BEL)(in Liquidation).

Address for Correspondence:

MADHUSUDHAN RAO GONUGUNTA

Address: 7-1-285, Flat No. 103, Sri Sai Swapnasampada Apartments, Balkampet, Sanjeev Reddy Nagar,Hyderabad,Telangana ,500038;

Email: cirpbel@gmail.com;

Contact No.: 9177715558, 8074633502

Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders.
2. Terms and Conditions, deadlines etc. for participating in the E-Auction are provided in the E-Auction Process Information Document.
3. The timelines, notifications, updates and other details for the E- Auction Process are available with liquidator and can be obtain by sending e- mail to cirpbel@gmail.com
4. Bidders need to submit all documents as per this E-Auction documents (or) any other information/ documents required are need to be submit to liquidator
5. Bidders desirous to submit their Bid, have to submit their Bids on E- Auction Portal <https://www.bankauctions.in> after submission of relevant documents and verification of the same.
6. The Liquidator can change any terms and conditions at any time during E-Auction. The Liquidator have right to cancel E-Auction at any time without giving any reason.

DISCLAIMER

1. *This E-Auction Process Information Document is issued by Madhusudhan Rao Gonugunta, the Liquidator appointed by NCLT, in the matter of M/s. Bil Energy Systems Limited (BEL)(in Liquidation) for general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for sale of M/s. Bil Energy Systems Limited (BEL)(in Liquidation) (the —Companyll or —Corporate Debtorll) in accordance with the Code.*
3. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Information Document, claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
5. *This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.*
6. *Neither the Liquidator, nor his Insolvency Professional Entity, his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
7. *Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code 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.*
8. *It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
9. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*

10. *The Company 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 assets of the Company does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.*
11. *The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.*
12. *This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.*
13. *Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.*
14. *In Case of any refund, no interest will be paid and either liquidator or Stakeholders Committee of Creditor members (SCC) are responsible and buyers cannot question the same.*
15. *The Liquidator have right to accept or cancel or extend or modify, etc any terms and conditions of E-Auction (or) the liquidator can cancel E-Auction at any time. He has right to reject any of the bid without giving any reasons.*

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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of M/s. Bil Energy Systems Limited(in liquidation) (the "**Company**" or "**Corporate Debtor**") under the provisions of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document and the Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
3. The information contained in this E-Auction Process Information 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 Information 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 Information Document.
5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the sale 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. 4Closure, Flat No.605A,Mythrivanam, Ameerpet, Hyderabad - 500018 (**E-Auction Service Provider**) has been appointed as the E-Auction Service Provider. The sale of the of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Liquidator 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	Madhusudhan Rao Gonugunta (Liquidator for M/s. Bil Energy Systems Limited)
Website of E-Auction service provider	https://bankauctions.in .
Service Provider	4Closure, Flat No.605A, Mythrivanam, Ameerpet, Hyderabad - 500018. Contact Person: Mr. Prakash Email ID - prakash@bankauctions.in Mobile No. – 8142000064
Annexures and Formats	Annexure I : <i>Affidavit and Undertaking</i> Annexure II : <i>Bid form (to be duly filled in and signed and stamped by the Bidder)</i> Annexure III : <i>Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and submit along with the Bid form)</i> Annexure IV : <i>Terms & Condition of the E-auction</i>
Special Instructions	Please note that this bidding is a serious matter and last minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders.

7. All terms and conditions with respect to the sale of the assets of the company shall be governed by the directions of the Liquidator, NCLT and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale would be open to the Liquidator to appoint such experts, professionals or other persons.
8. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.

9. The title document if any relating to the properties shall be provided on request to the Liquidator at cirpbel@gmail.com

B. KEY DEFINITIONS

“Adjudicating Authority” or **“NCLT”** shall mean the Hon' ble Mumbai Bench of the National Company Law Tribunal;

“Applicable Laws” shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;

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

“Control” shall mean a Person holding more than 26% (twenty six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;

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

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

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

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

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

“Liquidation Process Regulations” means 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, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

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

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

C. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 04-12-2023. Shri Madhusudhan Rao Gonugunta, insolvency professional bearing IBBI/IPA-001/IP-00181/2017-2018/10360 vide order No.2947/2023 in CP (IB) No.4058 (MB)/2019 dated 04.12.2023
2. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

D. THE COMPANY AND IT'S ASSETS OVERVIEW

Brief Background:

M/s Bil Energy Systems Limited, the Corporate Debtor is a Limited Company incorporated in India with Corporate Identity Number: L28995MH2010PLC199691 and having its registered office B-11, Viral Shopping Center, Mantriwadi Sainath Road, Malad-West Mumbai, Mumbai City, Maharashtra, 400064, India

Present Status:

- Hon'ble Tribunal ordered the liquidation of Corporate Debtor vide order IA No.2947/2023 in CP (IB) No.4058 (MB)/2019 dated 04.12.2023 and appointed Shri Madhusudhan Rao Gonugunta, insolvency professional bearing IBBI/IPA-001/IP-00181/2017-2018/10360 as liquidator of the corporate debtor

E. ELIGIBILITY CRITERIA

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

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

- a) Is an undischarged insolvent;
- b) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
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) 3[or the guidelines of a financial sector regulator issued under any other law for the time being in force,] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor. *Provided that the person shall be eligible to submit a bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid; Provided further that nothing in this clause shall apply to a bidder where such bidder is a financial entity and is not a related party to the corporate debtor.*
- c) Has been convicted for any offence punishable with imprisonment:
 - i. for two years or more under any Act specified under the

Twelfth Schedule; or

- ii. for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after expiry of a period of two years from the date of his release from imprisonment:

- d) 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*
- e) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- f) 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;
- g) Has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid I full or part.
- h) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- i) Has a connected person not eligible under clauses (a) to (i)

*Explanation – For the purposes of this clause, the expression —connected person*ll means

- i. Any person who is the promoter or in the management or control of the E-auction process applicant; or
- ii. Any person who shall be the promoter or in management or control of the assets of the Company pursuant to sale thereof as part of the liquidation process of the Company; or
- iii. The holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii)

Provided that nothing in clause (iii) of this Explanation shall apply to a bidder where such bidder is a financial entity and is not a related party of the corporate debtor:

*Provided further that the expression —related party*ll shall not include a financial entity regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

Explanation II—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in

this behalf, namely:—

- (a) a scheduled bank;*
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;*
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);*
- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) such categories of persons as may be notified by the Central Government.*

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

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

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. CIBIL reports (In Case of Companies – Company, In case of firms – Firm, In case of Individual – Individual & AOP – All persons in the associates)
4. DIN(Director Identification Number) number.
5. EMD must remit/paid from Bidder only.
6. EMD Payment details such as Date of Payment, Amount of Payment by Demand Draft/account transfer and etc after payment made by bidder
7. 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**. List of all Holding, Subsidiary, associates, JVs along with CIN number on letter head of the company.
8. An eligible bidder will need to submit the duly filled, signed and stamped Bid Application Form attached vide' Annexure II along with acceptance of terms and conditions, and duly filled, signed and stamped **Declaration by Bidders** attached vide' **Annexure III**.

9. Non Disclosure Agreement (NDA)

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

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

G. DUE DILIGENCE

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

The Company 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 does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer. All the admitted claims and CIRP costs and liquidation costs will be paid by liquidator as per section 53 of IBC'2016 and successful bidder is not responsible till E-Auction date.

H. ASSETS TO BE AUCTIONED AND RESERVE PRICES

(Amount in Rs)

S.No /Lot No	Asset	Reserve Price (Rs.)	EMD (Rs.)
1	Sale of Plant & Machinery	Rs.24,10,000	Rs.2,41,000

*The reserve price is exclusion of Taxes

Note:

1. Interested applicants may refer to the COMPLETE E- AUCTION PROCESS INFORMATION DOCUMENT containing details of terms and conditions of online E-Auction, E-Auction Bid form, Eligibility Criteria, Declaration by Bidders, EMD requirement etc., available at available on website: <https://bankauctions.in> or through E Mail : cirpbel@gmail.com (process specific).
2. The Liquidator have right to accept or cancel or extend or modify, etc any terms and conditions of E-Auction at any time. He has right to reject any of the bid without giving any reasons. He has right to cancel E-Auction at any time.
3. E-Auction platform: <https://bankauctions.in>. Interested bidders are requested to visit the above-mentioned websites and submit a bid.
4. EMD can be deposited either by remittance by demand draft (or) amount transfer to bank account of corporate debtor.
5. The Liquidator has right to accept or cancel or extend or modify, etc any terms and conditions of E-Auction (or) the liquidator can cancel E-Auction at any time without giving any reason.
6. It is to be noted that the bidders cannot place a bid for the corporate debtor's assets at a value below the reserve price and incremental amount for company for company assets as given below
7. Taxes (GST and other taxes if any) are not included in the prices and will be charged separately
8. Minimum incremental amount of Rs.1 Lakh (Rupees One Lakh only) (or) in multiples of these amounts

I. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, along with or Prior to submission of their auction bids, an amount which is equal to the Rs.2,41,000 for LOT 1 that is to be bided for, as earnest money by way of remittance into the account or through demand draft in favour of the Guarantee Beneficiary, i.e., M/s. Bil Energy Systems Limited.

1. The Earnest Money Deposit, which would not be bearing any interest.

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

Account Number	42043898841
Guarantee Beneficiary Name	Bil Energy Systems Limited (BEL)
Bank Name	State Bank of India
Branch	NIMS adjacent lane, Punjagutta, Hyderabad -500082
IFSC Code	SBIN0020072

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

4. All the payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at cirpbel@gmail.com

It should be noted that No interest will be paid to the E-auction process applicant in relation to such Earnest Money amount.

Forfeiture of Earnest Money Deposit from the E-Auction Applicant / Bidder

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

1. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
2. 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
3. if the Bidder is identified as the Successful bidder and does not accept the Letter of Intent issued by the Liquidator.
4. 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 Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder

proposes to offer in relation to the Company, In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned (without interest) to it within **7 (Seven) days of the date of closure of auction process**. If 7th day is holiday the amount will be return on next working day.

Issuance of Letter of Intent and Transaction Documents

The Successful Bidder, with in a period of 7 days from submission of bid, shall be required to execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

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

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application, Liquidator shall have the right to forfeit the Earnest Money deposit or any other deposits furnished by the Successful Bidder.

J. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder. The successful bidder(s) shall be determined on the basis of highest bid received for the assets of the corporate debtor 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.

K. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction

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

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

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

“corrupt practice” shall mean

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process);
or

(ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;

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

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

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

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

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

L. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc if any. 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 organized) and all costs and expenses incurred in that relation shall be borne by the E-Auction Process Applicant.

The E-Auction Process Applicant shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence and matters incidental thereto or for any purpose in connection with the E-Auction Process.

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

M. GOVERNING LAW AND JURISDICTION

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

N. TIMETABLE

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

Sl. No.	Event	Timeline
1	Public Announcement of E-Auction	05th February 2025
2	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	05th February 2025
3	Submission of Bid Forms, Declaration forms by prospective bidders	From 05th February 2025 to 06th March 2025
4	Date of Intimation of Qualified Bidders	08th March 2025
5	Inspection	09 th March 2025 to 15 th March 2025
6	Last date for EMD	17th March 2025
7	E - Auction	20th March 2025 -From 2 p.m to 3 p.m
8	Announcement of Successful Bidder/(s)	20th March 2025
9	Signing the Letter of Intent (LoI)	20th March 2025 to 26th March 2025
10	Return of EMD for unsuccessful bidders	On or before 26 th March 2025

11	Payment of balance consideration by successful bidder	<p>The successful bidders need to pay minimum 25% of bid amount within 7 days i.e on or before 26th March 2025. The 25% bid amount is including EMD amount.</p> <p>The balance amount need to pay on or before 18th April 2025– No interest.if any is not received within 20 days from the date of 20th March 2025 (date of announcement of Successful bidder) I.e on or before 18th April 2025, already paid EMD and other installments will be forfeited</p> <p>Payment made within 30 days – No interest.</p>
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** please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form, EMD and declaration form proving his eligibility to participate in the bidding process.*

In case the 7th day for repayment EMD is holiday. The EMD will be repaid on next working day.

In case the 30th day for Balance consideration is holiday. The Balance consideration need to pay on next working day.

<<<On Rs.100/- Stamp paper & Notary>>>

ANNEXURE I
AFFIDAVIT AND UNDERTAKING

To

Mr. Madhusudhan Rao Gonugunta

The Liquidator,

M/s. Bil Energy Systems Limited (BEL)– under Liquidation
7-1-285, Flat No. 103, Sri Sai Swapnasampada Apartments, Balkampet,
Sanjeev Reddy Nagar,Hyderabad,Telangana ,500038

Dear Sir,

Sub: Disclosure of eligibility under section 29A of the Insolvency and
Bankruptcy Code, 2016 and declaration for submitting bid for e-auction.

This is in reference to our E-Auction, wherein you have informed us to provide necessary information in accordance with section 29A(a) to (j) of IBC 2016, under an affidavit with Notary. The necessary affidavits containing the requisite information w.r.t. the Applicant/Joint Applicant, and the Promoters, persons in management or control of the Applicant, are as follows: -

I. Details of Applicant are herein below:

S. No.	Particulars	Status
1)	Name	
2)	Address	
3)	Relationship	
4)	Identity	
5)	Whether Bidder/resolution applicant is a financial entity	
6	Whether Bidder/ resolution applicant is a Micro, Small & Medium enterprise	
7 a)	Is an undischarged insolvent	
b)	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);	

c)	<p>at the time of submission of the resolution plan/Bid has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing</p> <p>in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) 3[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</p> <p>Provided that the person shall be eligible to submit a resolution plan/Bid if such person makes payment of all overdue amounts with interest thereon and charges relating to nonperforming asset accounts before submission of resolution plan/Bid</p>	
d)	<p>Has been convicted for any offence punishable with imprisonment for two years or more; or for seven years or more under any law for the time being in force:</p>	
e)	<p>Has been disqualified to act as a director under the Companies Act, 2013;</p>	
f)	<p>Has been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;</p>	
g)	<p>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</p>	

h)	Has executed a Guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;	
i)	Is subject to any disability, corresponding to clauses (a) to (h), under any law in a Jurisdiction outside India or	
j)	Where any connected person in respect of such person meets any of the criteria specified in clauses (a) to (i) Explanation- For the purposes of this clause, the expression "connected person" means- (i) any person who is promoter or in the management or control of the resolution applicant/Bidder; or (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan/Bid; or iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii)	

II. I/we,..... Therefore, confirm that..... am/ is eligible to be bidder in accordance to Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.

III. I/we,..... declare and undertake that in case I/we becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

IV. I/we,..... Also undertake that in case the I/we 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 M/s. Bil Energy Systems Limited (BEL)– in liquidation.

- V. I/we,..... Also further undertake that my winning bid Amount will remain binding on me/us unless rejected by the Liquidator.

- VI. I/we,..... confirm that the said declaration and disclosure is true and correct.

- VII. I/we,..... am duly authorized to submit this declaration by virtue of

(DEPONENT)

VERIFICATION

I/we.....,S/o..... 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/our knowledge and belief and nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

ANNEXURE II
BID Application Form

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

Date:

Mr. Madhusudhan Rao Gonugunta,
Liquidator,
Bil Energy Systems Limited in Liquidation.

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated In (name of media journal).

Details of Bidder / Bid Price Offered

Name of the Bidder	
Contact No.	
Email ID	
PAN No.	
Aadhar No.	
Address	
Item No. & description for which the bidder participating	

I/We/M/s..... also enclose copies of the required KYC documents, EMD details. 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

Place:

STAMP

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

In addition to the E-Auction Process Information Document, following terms and conditions apply:

1. E-Auction is being held on **“AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS”** and will be conducted “On Line”. The auction will be conducted through the approved service provider M/s 4Closure, at the web portal <https://bankauctions.in>. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites <https://bankauctions.in>.
The requisition of additional information, if any, be sent to cirpbel@gmail.com disclosing the identity of the Applicant.
2. The Prospective Bidders should make their own Independent inquiries regarding title of assets if any 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 property is being sold with all the existing and future 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.
3. The Prospective Bidders should submit the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identity (KYC) viz. Voter ID card/ Driving License/ Passport 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. Original of these documents also need to be submitted to liquidator.
4. Name of Eligible Bidders will be identified and conveyed by Liquidator after due verification of KYC of the Eligible Bidders. The E-Auction operator will provide User ID & Password to the Eligible Bidders to submit Bid.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.

6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
7. The E-Auction would be conducted exactly on the schedule Date & Time as mentioned against Lot1 by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of "Bid Increment Amount" against each property. The Bid Increment Amount of Rs.1 Lakh or in multiples of these amounts for Lot1. 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.
8. The EMD of unsuccessful bidders shall be refunded within Seven days. The EMD shall not bear any interest. In case Seven day is holiday, the payment will done on next working day.
9. In case of the Successful Bidders, the EMD (in the form of a Demand Draft/account transfer) may be invoked. The EMD shall not bear any interest.
10. The Liquidator will issue a Letter of Intent to the Successful Bidder/s, detailing the Total Payable Amount and other Terms and Conditions. Any default in payment of balance amount by the successful bidder would entail forfeiture of EMD and already deposited amounts and the property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of property / amount, whatsoever.
11. The Successful Bidder shall bear the applicable taxes (GST and other taxes if any).
12. 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.
13. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
14. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.

15. In Case of any amount refund, no interest will be paid and neither liquidator nor Stakeholders Committee of Creditor members (SCC) are responsible and buyers cannot question the same.
16. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.
17. The Liquidator have right to accept or cancel or extend or modify, etc any terms and conditions of E-Auction (or) the liquidator can cancel E-Auction at any time. He has right to reject any of the bid without giving any reasons
18. All expenditure such as electricity charges, security charges and any other expenses need to bear by the successful bidder from the date of E-Auction.
19. All expenditure such as lease rentals, electricity charges, security charges if any and any other expenses need to bear by the successful bidder from the date of E-Auction.

Sd/-

Madhusudhan Rao Gonugunta

Liquidator

M/s. Bil Energy Systems Limited

Accepted all the above terms and Conditions

(Name of Prospective Bidder & Sign & Stamp)

<<<on RS.100/- Stamp paper & Notary>>>

ANNEXURE III
Declaration by Bidders

To,
Mr.Madhusudhan Rao Gonugunta,
The Liquidator,
M/s. Bil Energy Systems Limited (BEL)- In Liquidation

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet 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 understood that the company are proposed to be sold on – “As is where is basis”, “As is what is basis” and “Whatever there is basis” and “No recourse basis”. I/We understood that the Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the movable/immovable assets of the company.
2. I / We declare that the Earnest Money Deposit (EMD) will be 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 will be provided by me/us is (or) are true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Liquidator (Seller) 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 property (ies) is accepted by the Liquidator and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the documents and thereafter, are liable to be forfeited. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD.

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

7. I/we here by confirm that, 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.

8. I/We also undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and/ or additions or deletions at the time of auction portal and property (ies) being offered for sale.

9. I/We.....confirm that the Liquidator and his employees/team members, 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.

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

11. I/We..... hereby confirm that, in Case of any refund, no interest will be paid and neither liquidator nor Stakeholders Committee of Creditor members (SCC) are responsible and I/We cannot question the same.

12. I/we understood that the details assets given are for reference purpose only. The Bidder need to verify physically the location and conduct his own analysis before quote his/her/its bid. The liquidator/his team/Stakeholder Consultation Committee (SCC) members will not take any responsibility for any type of loss incurred by successful bidder.

13. I/we understood that all expenditure such as electricity charges, security charges and any other expenses need to bear by the successful bidder from the date of E-Auction.

14. I/we..... understood that the Successful Bidder shall bear the applicable taxes (GST and others if any) .

15. I/we..... undertake that after remitting the EMD, in case no other bidder(s) for "sale of plant & Machinery" and as per the terms of the sale notice, I/we..... will be deemed as successful bidder for that lot even though not participate into the E-Auction. The Liquidator can adjust the EMD as part of the sale consideration and will not be request for return of the EMD.

16. I/we..... understood that all expenditure such as lease rentals, electricity charges, security charges if any and any other expenses need to bear by the successful bidder from the date of E-Auction.

(Signature with SEAL)

Name:

.....

Address:

.....

.....

Email:.....

Mobile:.....

ANNEXURE IV
Technical Terms & Conditions of E-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC documents need to submit to the liquidator.
2. Only upon verification of the documents and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
3. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller/Liquidator. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
4. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
5. Bidders are advised to change the password immediately on receipt thereof.
6. 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.
7. 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.
8. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.

9. After the conclusion of the E-auction, the Successful Bidder(s) shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder.

10. Bidders 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.

<<< On 600/- Stamp paper>>>

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made on thisday of, 2025 by and between:

Mr.G.Madhusudhan Rao, being a registered insolvency professional bearing no. Regn. No. IBB1/IPA-001/IP-P00181/2017-18/10360, and appointed as Liquidator for Bil enegy Systems Limited in Liquidation (“**Company**”) in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”), (“**Disclosing Party/Liquidator**”) of the **FIRST PART**;

And

....., prospective Bidder and having its registered office at which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**.

(the Disclosing Party/Liquidator and the Recipient hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. The Liquidator is required to provide the Recipient with access to all relevant information, provided that the Recipient provides a non-disclosure Agreement to the Liquidator with respect to such information received.
- B. In view of the above, the Liquidator will be sharing certain Confidential Information (*as defined in Clause 1 below*) with the Recipient and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. “**Confidential Information**” shall mean all information, whether in written, oral, pictorial, electronic, visual or other form relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, of the Company;
- (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software;
- (iii) any unpatented invention, formula, procedures, method;
- (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right vested in the Disclosing Party or in which Company has an interest of any kind;
- (v) any information belonging to identified third parties with whom the Company has business dealings; and
- (vi) any proposed business deals, contracts or Agreements.

2. The Recipient shall at all times observe the following terms:

- (i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
- (ii) it shall not use the Confidential Information for any purpose other than for the Purpose;
- (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party;
- (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “**Representatives**”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any Agreement (written or otherwise) entered into between the Recipient and the employees/advisors would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, breach by any Representative of the Recipient shall be deemed as breach by the Recipient. For the purposes of this Agreement, the term “**Affiliate**” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “**Control**” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms “**Controlling**” and “**Controlled by**” or “**under common Control**” shall have corresponding meanings;

- (v) it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;
 - (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
 - (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 11 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;
 - (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party; and
 - (ix) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of this Agreement.
3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement; or
 - (iv) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure in lieu of a court order/ stock exchange announcement, then in that case the Recipient shall, to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.
4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.

5. The Recipient further agrees, acknowledges and confirms that the Confidential Information may contain certain unpublished price sensitive information under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (“**Insider Trading Regulations**”), as amended, and thus, the Confidential Information shall be subject to the terms of such Insider Trading Regulations.
6. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).
7. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient’s right to use the Confidential Information.
8. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.
9. The Recipient shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities including but not limited to all legal fees and expenses arising from or connected with gross negligence or wilful misconduct caused by the Recipient and/or its Representatives.
10. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Disclosing Party in relation to the corporate insolvency resolution process of the Company.
11. This Agreement shall be effective and shall stay in force for a period of seven (7) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 9 above) shall survive the termination of this Agreement.

12. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/Liquidator

Postal Address : Mr. G.Madhusudhan Rao
Liquidator
7-1-258, Flat No 103, Sri Sai Swapna Sampada Apartments,
Balkampet, Hyderabad -500 038

Contact Person : Mr. G.Madhusudhan Rao
Email : cirpbel@gmail.com and
madhucs1@gmail.com

For Recipient

Postal Address :

Contact Person :

Email :

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

13. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

14. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorised representative of each of the Parties.
15. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
16. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
17. This Agreement shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Hyderabad.
18. This Agreement comprises the full and complete Agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and Agreements between the Parties hereto, whether written or oral, expressed or implied.
19. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signed by/

for and on behalf of

the Disclosing Party/Liquidator

Name: G.Madhusudhan Rao

Designation: Liquidator

in the presence of

Name:

Designation:

Name:

Designation:

Signed by

for and on behalf of

the Recipient

in the presence of

Name:

Designation:

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

DDMMYY Y

uZEE2c

को या उनके आदेश पर OR ORDER

(20072)-PUNJAGUTTA HYDERABAD
6-3-54/2, A to E, NIMS adjacent lane
PUNJAGUTTA, HYDERABAD 500082
Tel : 40 23390909 Fax : IFS Code : SBIN0020072 SWIFT :

भारतीय स्टेट बैंक
State Bank Of India



₹ अवा करे

बि. सं. 42043898841
A/c No.

14889834024

CURRENT A/C

PREFIX : 2109100035

VALID UPTO ₹ 50 LACS AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

BIL ENERGY SYSTEMS LIMITED

Please sign above

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

951512 500002344 001253 29

171594 / 28 / BLUE ORDER / B / 29 / JUL / 2023
SESHASAI (C) / CTS-2010

LIST OF MACHINERY

ANNEXURE- A

COMPANY: M/S. BIL ENERGY SYSTEMS LTD.

LOCATION OF MACHINERY: GAT NO. 7 (PART) & 9 (PART), NEAR AESTHETIC STAMPING & LAMINATION COMPANY,
POST. KANCHAND, MANOR- WADA ROAD, TAL. WADA, DIST. PALGHAR- 421 303, MAHARASHTRA

MACHINE NO	MACHINE NAME	QTY	UNIT	CATEGORY
1-3C	SCHULER PRESS MACHINE	1	NOS	PRESS
2-3B	SCHULER PRESS MACHINE	1	NOS	PRESS
3-3A	SCHULER PRESS MACHINE	1	NOS	PRESS
4	POWER PRESS MSCHINE 100 TON (P-13)	1	NOS	PRESS
5	MINISTER PRESS MSCHINE	1	NOS	PRESS
6	WELDING MACHINE (GRA-90) TELWIN MAKE	1	SET	Welding Machine
7	BROACH MACHINE	1	NOS	PRESS
8	BROACH MACHINE	1	NOS	PRESS
9	CLEATING MACHINE	1	NOS	Cleating Machine
10	SPARKING MACHINE (AGIETROH MACHINE)	1	NOS	
11	DRILLING MACHINE (TABLE DRILLING) SAHYOG IND.. MAKE	1	NOS	Dril Machine
12	DRILLING MACHINE (TABLE DRILLING) NIKHIL ENG....	1	NOS	Dril Machine
13	MANULE CUTTING MACHINE WITH TABLE	1	NOS	Shearing Machine
14	DIE CASTING MACHINE 280 HORIZONTAL	1	NOS	Die Casting
15	DIE CASTING MACHINE 180 HORIZONTAL	1	NOS	Die Casting
16	RADIAL DRILL MACHINE (SYNDICATE MAKE)	1	NOS	Dril Machine
17	SCHULER MACHINE (NOTCHING LINE)	1	NOS	Notching
18	SCHULER MACHINE (NOTCHING LINE)	1	NOS	Notching
19	SCHULER MACHINE (NOTCHING LINE)	1	NOS	Notching
20-10B	BOILER TANK BIG	1	NOS	
21-10A	BOILER TANK	1	NOS	
22 (F-4)	CRGO FURNESS (PART-1) 2 NOS	1	SET	Furnace
23	ALUMINIUM MELTING FURNACE, CRUCIBLE TYPE OIL FIRED	1	SET	Furnace
24	FURNESS RED	1	NOS	Furnace
25	FURNESS ROUND WITH BLOWER	1	NOS	Furnace
26 (F-4)	CRGO FURNESS (PART-2) 3 NOS	1	SET	Furnace
27	FURNACE BLUE (STEAMATIC THEROMAX)	1	SET	Furnace
28	FURNACE WITH CRUSIBLE	1	NOS	Furnace
29	FURNACE BOILER (BHARAT ENG. IND...)	1	SET	Furnace
30	COMPRESOR TANK (YELLOW)	1	NOS	
31	HITTING FURNACE	1	NOS	Furnace
33	CUTTING MACHINE	1	NOS	CTL
34	LEATH MATCHIN	1	NOS	
35	FEEDER FOR MINISTER	1	NOS	PRESS
36 (A-B)	COIL FEEDER	2	NOS	
37	SLITTING MACHINE GEAR BOX	1	NOS	Slitting Machine
38	CRGO DEBURRING MACHINE	1	NOS	Deburing Machine
39	BLOWER WITH MOTOR 3 HP	1	NOS	
40	BLOWER WITH MOTOR 5 HP, 2875 RPM	1	NOS	
41	OLD FEEDER (P-1) MACHINE	1	NOS	
41-A	AIR-150 MACHINE	1	NOS	Air Compressor
43	STEAMBIUNG FURNACE WITH BOILER	1	NOS	Furnace
44	PANEL BOX MT WITH STAND	1	NOS	Electrical Installations
45 (A-B-C-D)	WEIGHT PLATFORM	4	NOS	Weighing Scale
46	CUTTER BLADE FORE SLITTING MACHINE	1	NOS	Slitting Machine
47	... WITH TABLE	1	NOS	

LIST OF MACHINERY

ANNEXURE- A

COMPANY: M/S. BIL ENERGY SYSTEMS LTD.

**LOCATION OF MACHINERY: GAT NO. 7 (PART) & 9 (PART), NEAR AESTHETIC STAMPING & LAMINATION COMPANY,
POST. KANCHAND, MANOR- WADA ROAD, TAL. WADA, DIST. PALGHAR- 421 303, MAHARASHTRA**

MACHINE NO	MACHINE NAME	QTY	UNIT	CATEGORY
48 (A-B-C-D-E)	MANUAL CUTTING MACHINE (5 HOLE-MAULIK MAKE)	5	NOS	Shearing Machine
49	MANUAL CUTTING MACHINE (7 HOLE)	1	NOS	Shearing Machine
50	MANUAL CUTTING MACHINE (6 HOLE-MAULIK MAKE)	1	NOS	Shearing Machine
51	MANUAL CUTTING MACHINE (12 HOLE-LEO ENG MAKE)	1	NOS	Shearing Machine
52	MANUAL CUTTING MACHINE (12 HOLE)	1	NOS	Shearing Machine
53	MANUAL CUTTING MACHINE (12 HOLE-MAULIK MAKE)	1	NOS	Shearing Machine
54	MANUAL CUTTING MACHINE (11 HOLE-QUALITY MAKE)	1	NOS	Shearing Machine
55	FEDDER SMALL	1	NOS	
56	POWER PACK MT BOX	1	NOS	Die Casting
57	RADIAL DRILL MACHINE PART	1	NOS	Dril Machine
58	SCHULER PRESS MSCHINE FEEDER	1	NOS	PRESS
59	SCHULER PRESS MSCHINE FEEDER	1	NOS	PRESS
60	SCHULER PRESS MSCHINE FEEDER	1	NOS	PRESS
61	PANEL BORD BLUE (180 DIECASTING M/C)	3	NOS	Die Casting
62	D/C MACHINE ELECTRIC PANEL (280 DICCASTING M/C)	1	NOS	Die Casting
63	STEAMBIUNG FURNACE CONTROL PANEL	1	NOS	Furnace
64	STEAMBIUNG FURNACE CONTROL PANEL	1	NOS	Furnace
65	PANEEL BORD-SKY BLUE	1	NOS	Electrical Installations
66	PANEEL BORD-SKY BLUE	1	NOS	Electrical Installations
67	PANEEL BORD-SKY BLUE	1	NOS	Electrical Installations
68	ELECTRICAL PANEEL BORD	1	NOS	Electrical Installations
69	ELECTRICAL PANEEL BORD	1	NOS	Electrical Installations
70	ELECTRICAL PANEEL BORD	1	NOS	Electrical Installations
71	CLUTCH CONTROLER FOR MINISTER PRESS MSCHINE	1	NOS	PRESS
72	POWER PACK TANK (MT)	1	NOS	Die Casting
73	COMPRESOR TANK (ELGI COMPROSER)	1	NOS	
74	FURNACE STAND (74-A/74-B/74-C)	1	NOS	Furnace
75	MS ROUND STAND	1	NOS	
76	FURNACE PLATE (22 NOS)	1	SET	Furnace
77	POWER PRESS MACHINE 100 TON (P-13) HYDRAULIC CYLINDER	1	NOS	PRESS
78	POWER PRESS MSCHINE 100 TON (P-13) PART	1	NOS	PRESS
79	D/C MACHINE DOOR (280 DICCASTING M/C)	1	NOS	Die Casting
80	AIR TANK	1	NOS	Air Compressor
81	FURNACE BOILER PART	1	NOS	Furnace
82	CLEATING MACHINE CYLINDER	1	NOS	Cleating Machine
83	MOTOR ACCESSORIES	1	NOS	
84	AIR FEEDER	1	NOS	Air Compressor
85	DODIA MACHINE PART (3 NOS)	1	SET	PRESS
86	CLEATING MANDREL	1	NOS	Cleating Machine
87	POWER PRESS MACHINE SIDE COVER	3	NOS	PRESS
87-A	MACHUNE CLUTCH PLATE COVER	1	NOS	
88	CLEATING MACHINE CYLINDER	1	NOS	Cleating Machine
89	MACHINE GEAR ITEMS	4	PARTS	
90	FURNACE PIPE	1	NOS	Furnace
91	FURNACE MACHINE PART (BLUE TANK)	1	NOS	Furnace
92	PANEEL MT SMALL	1	NOS	Electrical Installations

LIST OF MACHINERY

ANNEXURE- A

COMPANY: M/S. BIL ENERGY SYSTEMS LTD.

LOCATION OF MACHINERY: GAT NO. 7 (PART) & 9 (PART), NEAR AESTHETIC STAMPING & LAMINATION COMPANY,
POST. KANCHAND, MANOR- WADA ROAD, TAL. WADA, DIST. PALGHAR- 421 303, MAHARASHTRA

MACHINE NO	MACHINE NAME	QTY	UNIT	CATEGORY
93	OIL CYLINDER GREEN COLOR	1	NOS	
94	MACHINE FLANGES	1	PALLET	
95	AIR CYLINDER	1	NOS	Air Compressor
96	POWER PREEES BROCKEN SHAFT	1	NOS	PRESS
97	COR PACKING ANGLE	1	PALLET	
98	WELDING MACHINE OLD (NOT USE)	1	NOS	Welding Machine
99	MACHINE PART	1	NOS	
	TOTAL	114		

Note: The above list is only for reference purpose. The Prospective Bidder need to conduct his own due deligence. If any item(s) are not available the Liquidator or his team or SCC member will not take any responsibility.

LIST OF MACHINERY- DIES**ANNEXURE- B****COMPANY: M/S. BIL ENERGY SYSTEMS LTD.****LOCATION OF MACHINERY: GAT NO. 7 (PART) & 9 (PART), NEAR AESTHETIC STAMPING & LAMINATION COMPANY,
POST. KANCHAND, MANOR- WADA ROAD, TAL. WADA, DIST. PALGHAR- 421 303, MAHARASHTRA**

SR. NO	TOOL NO	TOOL ID NO	MODEL NO	QTY
1	1	B48 (GREEN)	0	1
2	2	673AC	MI174	1
3	3	LIGHTENER ROTOR	0	1
4	4	684AC	0	1
5	5	WITHOUT NO	0	1
6	6	787AC	MS157	1
7	7	WITHOUT NO	0	1
8	8	506	0	1
9	9	677AC	0	1
10	10	770	0	1
11	11	593	0	1
12	12	3-S2971598541010	0	1
13	13	446AC	MI-143	1
14	14	ND 100/2P	0	1
15	15	EMERSON	0	1
16	16	616A	MS 149	1
17	17	655AC	MI-170/1	1
18	18	679MD	0	1
19	19	679	0	1
20	20	WITHOUT NO (YELLOW) BIG	0	1
21	21	WARNER MOTOR	0	1
22	22	675	MI176	1
23	23	WITHOUT NO (YELLOW)	SPEAR ENG. SOLUTION.	1
24	24	806MD	MC207	1
25	25	8030MD	MA102	1
26	26	M360	MS159	1
27	27	BESL-3	0	1
28	28	28-895 (BLUE)	FEMSA	1
29	29	28-110 (BLUE)	FEMSA	1
30	30	654AC	MS 157	1
31	31	400AC	MS 134	1
32	32	WITHOUT NO (YELLOW)	BASMO TOOL	1
33	33	718AC	MI178	1
34	34	592	0	1
35	35	765MD/EA	114MS	1

LIST OF MACHINERY- DIES**ANNEXURE- B****COMPANY: M/S. BIL ENERGY SYSTEMS LTD.****LOCATION OF MACHINERY: GAT NO. 7 (PART) & 9 (PART), NEAR AESTHETIC STAMPING & LAMINATION COMPANY,
POST. KANCHAND, MANOR- WADA ROAD, TAL. WADA, DIST. PALGHAR- 421 303, MAHARASHTRA**

SR. NO	TOOL NO	TOOL ID NO	MODEL NO	QTY
36	36	8095	MC244	1
37	36-A	666	0	1
38	37	674	MI175	1
39	38	795MD	MA160	1
40	39	696MD	0	1
41	40	678MD	0	1
42	41	THK ALUMINIUM (SINGLE ROW) ORANGE	0	1
43	42	AW-95 (RED)	0	1
44	43	AW-T P-3-132 (RED)	0	1
45	44	WITHOUT NO (BLUE) BIG	0	1
46	45	61/66 (YELLOW)	STN-16	1
47	46	293AC	MS150	1
48	47	798MD	MI170	1
49	48	646AC	MI 166	1
50	49	179AC	C 111	1
51	50	483AC	MS133	1
52	51	792MD	MI141	1
53	52	791MD	MI161	1
54	53	797	MI171	1
55	54	629AC (IEC)	MI 161	1
56	55	8028MD	MA104	1
57	56	672	MI173	1
58	57	759	IEC 80/4P	1
59	58	C-45 (RED)	BFSE-4	1
60	59	763MD	MC173	1
61	60	655AC	MI170/1	1
62	61	187AC	MS 156	1
63	62	612-C	0	1
64	63	8029	0	1
TOTAL				64

Note: The above list is only for reference purpose. The Prospective Bidder need to conduct his own due diligence. If any item not available the Liquidator or his team or SCC member will not take any responsibility.