



January 25, 2022

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai – 400001	National Stock Exchange of India Limited Exchange Plaza, Plot No. C/1, G Block, Bandra- Kurla Complex Bandra (E), Mumbai - 400051
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Script Name: Kwality Limited (KWALITYLTD/ INE775B01025)

Ref: Information under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sirs,

In furtherance to our earlier communique dated January 19, 2022, whereby it was intimated, inter alia, that as per the order dated December 21, 2021 by Hon'ble Adjudicating Authority, National Company Law Tribunal (NCLT), the successful bidder viz. Sarda Mines Private Limited (SMPL) has deposited full consideration of INR 121 Crores together with interest (after deducting TDS) (where such interest portion is sub-judice and is subject to the outcome of the directions of the Hon'ble NCLT in I.A. No. 5208 of 2021) for sale of Kwality Limited (In Liquidation) as a going concern under the provisions of the Insolvency & Bankruptcy Code, 2016 (IBC) and the Insolvency & Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Regulations) framed thereunder.

The Liquidator and SMPL has executed the Sale Certificate dated 16th January 2022 whereby the title, ownership and management of Kwality Limited (In Liquidation) as a going concern stands vested with SMPL in terms of the provisions of the Sale Certificate issued in accordance with clause 15.4 of the Process Memorandum read with the provisions of the IBC and the Liquidation Regulations framed thereunder and the SMPL has become the sole, absolute, legal and beneficial owner of the Corporate Debtor with the full ability, right, power and authority in relation to the management and the operations of the Corporate Debtor.

In continuation of the same, we draw your attention to the following relevant Prayers which were inter alia allowed by the Hon'ble NCLT vide its order dated December 21, 2021:

1. Prayer (E)(c) in IA No. 5208 of 2021, "The entire issued equity share capital of the Corporate Debtor (i.e. Kwality Limited) existing as on the date of the application together with the equity shares that are issued pursuant to conversion of any convertible instruments (whether pledged or not) held by shareholders of the Corporate Debtor (including any such shares held by public shareholders), but other than shares issued to the Applicant shall be entirely cancelled and extinguished ("Capital Reduction"), for a consideration equivalent to the amount to be received by the shareholders under Section 53 of the IBC, if any ("Shareholder Consideration"), without any further approval from any creditor, shareholder, regulatory authority(ies) including but not limited to National Stock, Bombay Stock Exchange, SEBI, RoC, etc. There shall be no requirement to add "and reduced" in the name of the Corporate Debtor."; and

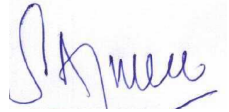
2. Prayer (E)(d) in IA No. 5208 of 2021, “The Corporate Debtor shall record reduction in the issued equity share capital of the Corporate Debtor by way of cancellation of all of its existing issued share capital (which, for the avoidance of any doubt, shall not include shares issued to the Applicant to pursuant to sub-paragraph (b) above).”
3. Prayer (E)(g) in IA No. 5208 of 2021, “the Corporate Debtor shall stand delisted with effect from the date of order of approval of this Application by Hon’ble NCLT without any further approvals from stock exchanges, Securities and Exchange Board of India and any other regulatory authority and without being required to take any action under any SEBI Regulations including delisting regulations, takeover code regulations, etc. SEBI and National Stock Exchange and Bombay Stock Exchange shall take all actions necessary to delist the Corporate Debtor.”

Thus, in terms of the order dated December 21, 2021 passed by the Hon’ble NCLT in IA-5208/2021 filed by SMPL, the new management of Kquality Limited vide application dated 25th January 2022 has requested your good office to delist the equity shares of Kquality Limited from the BSE Limited and the National Stock Exchange of India Limited with immediate effect.

In light of the above and the order dated December 21, 2021 passed by Hon’ble NCLT, the undersigned request you to kindly process the request made by SMPL and direct delisting of the equity shares of Kquality Limited from the BSE Limited and the National Stock Exchange of India Limited with immediate effect.

A copy of the Hon’ble NCLT order dated December 21, 2021, IA-5208/2021 and application for delisting submitted by new management of Kquality Limited are enclosed herewith as **Annexure 1 to 3**, respectively.

Thanking you,
For Kquality Limited



Shailendra Ajmera

IP Registration no. **IBBI/IPA-001/IP-P00304/2017-18/10568**

Liquidator for Kquality Limited

(Kquality Limited is undergoing Liquidation Process as per the provisions of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench.)

Address for Correspondence:

Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, National Capital Territory of Delhi - 110037

Email ID for Correspondence: liquidator.kquality@in.ey.com

Address registered with IBBI:

3rd & 6th Floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037

Email ID registered with IBBI: Shailendra.ajmera@in.ey.com

Shailendra Ajmera has been granted a certificate of registration to act as an Insolvency Professional by the Insolvency & Bankruptcy Board of India, his registration number is IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568. The affairs, business and property of Kquality Limited are being managed by Shailendra Ajmera, appointed as Liquidator by the NCLT by an order dated 11 January 2021 (communicated on 12 January 2021) under the provisions of the IBC. He acts as an agent of Kquality Limited only and without personal liability.

IN THE NATIONAL COMPANY LAW TRIBUNAL, NEW DELHI
COURT-III

Item No.328

New IA-5881/2021 CA No-32/2021 IA-5208/2021

In

IB-1440(ND)/2018

IN THE MATTER OF:

M/s K.K.R. India Financial Services Pvt.Ltd.

.... **APPLICANT/PETITIONER**

Vs.

M/s Kwality Ltd.

....**RESPONDENT**

SECTION

U/s 7 of IBC, 2016

Order delivered on 21.12.2021

CORAM:

SHRI BACHU VENKAT BALARAM DAS
MEMBER (JUDICIAL)

SHRI NARENDER KUMAR BHOLA
MEMBER (TECHNICAL)

PRESENT:

For the Applicant : for the applicant SMPL: Mr. Krishnendu Datta, Senior Advocate with Mr. Sumit Attri Adv. and Karan Khanna, adv.
For the Respondent : Counsels for Liquidator:Mr. Sanjay Bhatt, Ms. Niharika Sharma & Mr. Karan Kohli
For the Intervener : Adv. kush Sharma and Priya Choubey for Bank of Broda

ORDER

New IA-5881/2021:-

Counsel for the Liquidator is present and submits that the present application i.e, New IA-5881/2021 have been filed seeking early listing CA-974/2019. It is seen that the said IA was last listed on 03.03.2020. In view of the submissions made by the Counsel for the Liquidator, let the application i.e., CA-974/2019 be listed on ~~24th January~~ 2022.

In view of the above, the present application i.e., New IA-5881/2021 stands disposed of.

CA No-32/2021:-

Counsel for the Liquidator is present. However, no one is present on behalf of the Appellant (IT Department) in the matter. In the interest of justice, matter stands adjourned for the presence of the Appellant.

Let the matter be fixed on 24th January, 2022.

IA-5208/2021 :

This is an Application filed on behalf of Sarda Mines (P) Limited under Section 60 (5) of the I&B Code, 2016 read with Regulation 32A of the IBBI (Liquidation Process) Regulations, 2016 seeking urgent directions along with an affidavit.

ng

Contd...

Counsel for the Successful Bidder – Sharda Mines (P) Limited is present. Counsel for the Liquidator is present. Counsel for the Applicant has taken us through the various prayers sought for in this IA with regard to the purchase of the Corporate Debtor as a going concern in terms of liquidation proceedings undertaken by the Liquidator.

We have seen the prayers as mentioned at 'C' to 'PP' of the present application. The said prayers, being in the nature of grant of reliefs and concessions to the Bidder as a matter of clean slate status of the Corporate Debtor, as also to maintain the said Company as a going concern being necessary and appropriate, are hereby **allowed**.

It is made clear that the aforesaid grant of relief shall not be deemed to include any concession, relief, exemption or any other such benefit whatsoever of any type, to the ex-management, Directors, Promoters and employees of the Corporate Debtor for the pre-insolvency period under IBC, 2016.

Further, it is seen in the IA under reference, that the applicant has sought relief against the prayer 'A' & 'B' with regard to the exemption from payment of interest due to late payment of the Bid amount of Rs. 121 crores in terms of LOI dated 14th October, 2021 executed by the Applicant and the Liquidator.

In this regard, Counsel for the applicant has undertaken before this Bench that his client shall make the entire balance payment of Rs.116 crores to the Liquidator for the benefit of the Company under liquidation latest by 03rd January, 2022. Both the Counsels have also agreed with regard to the issue of waiver of interest as prayed against these prayers 'A' & 'B' may be considered by this Authority after 03.1.2022.

Accordingly, list the matter on 06.1.2022.

-S-d-

(BACHU VENKAT BALARAM DAS)
MEMBER (JUDICIAL)

-Sd/-

(NARENDER KUMAR BHOLA)
MEMBER (TECHNICAL)

Surjit (Court-III)

21.12.2021

IB-1440(ND)/2018

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL AT NEW
DELHI**

I.A. NO. _____ OF 2021

IN

C.P. (IB) NO. 1440(ND)/2018

IN THE MATTER OF:

Sarda Mines Pvt Ltd. ...Applicant / Successful Bidder

Versus

Shailendra Ajmera ...Respondent
Liquidator – Kwality Limited.

AND IN THE MATTER OF:

M/s K.K.R India Financial Services Pvt. Ltd. ...Financial Creditor

Versus

M/s. Kwality Ltd. ...Corporate Debtor

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Filed Through:



**Cyril Amarchand Mangaldas
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Email: sumit.attri@cyrilshroff.com**

**Date : November 10, 2021
Place : New Delhi**

1

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL AT NEW DELHI

**I.A. NO. _____ OF 2021
IN
C.P. (IB) NO. 1440(ND)/2018**

IN THE MATTER OF:

Sarda Mines Pvt Ltd. ...Applicant / Successful Bidder
Versus

Shailendra Ajmera
Liquidator – Kwality Limited. ...Respondent

AND IN THE MATTER OF:

M/s K.K.R India Financial Services Pvt. Ltd. ...Financial Creditor
Versus

M/s. Kwality Ltd. ...Corporate Debtor

MEMO OF PARTIES

IN THE MATTER OF:

Sarda Mines Pvt Ltd.
Flat No. 4A, Tobacco House,
1 Old Court House Corner
Kolkata, West Bengal 700001
Through Authorised Signatory Bidder ...Applicant / Successful
Versus

Shailendra Ajmera
Liquidator – Kwality Limited.
Ernst & Young LLP
3rd Floor, Worldmark 1,
Aerocity Hospitality
New Delhi-110037 ...Respondent

IN THE MATTER OF:

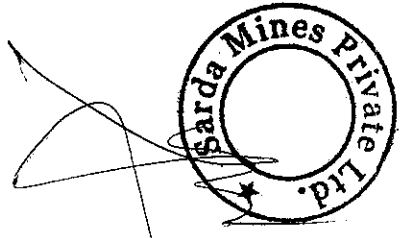
Kwality Limited
Under Liquidation
Kwality House F-82, Shivaji Place,
Rajouri Garden,
New Delhi - 110027

Filed through: 

**Cyril Amarchand Mangaldas
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Counsels for the Applicant
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Ph: +91 0120 66229000 f: +91 0120 6699009
Email: sumit.attri@cyrilshroff.com**

Date : November 10, 2021

Place : New Delhi

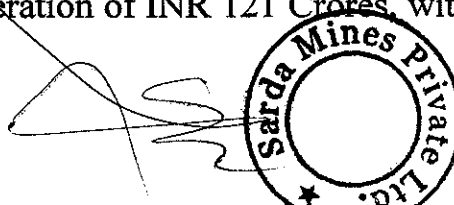


SYNOPSIS

The Applicant is filing the present Application seeking concessions, permissions, reliefs and directions from the Hon'ble NCLT for implementing the sale of the Corporate Debtor as a going concern to the Applicant, as the Applicant has been declared as the successful bidder under the Liquidation process of the Corporate Debtor. The Letter of Intent executed by the Applicant provides that the successful bidder may apply to Hon'ble NCLT for reliefs and concessions, as it considers necessary for continuation of the Corporate Debtor as a going concern from the Hon'ble NCLT.

The sale of the Corporate Debtor on a going concern basis has been conducted through e-auction bidding process as mentioned in the invitation for expression of interest/public advertisement dated February 11, 2021. The e-auction process was conducted on September 24, 2021 in accordance with the Process Memorandum dated April 15, 2021 read with the addendums issued from time to time for the sale of the Corporate Debtor as a going concern. The bid amount of INR 121 Crores submitted by the Applicant was the highest bid at the closing of the auction. Thus, the Applicant was declared as the successful bidder in the sale process of the Corporate Debtor as a going concern. The sale of the Corporate Debtor therefore will be implemented on a going concern basis.

The Letter of Intent ('LoI') was issued to the Applicant on September 27, 2021 as being the successful bidder in the e-auction for the sale of the Corporate Debtor as a going concern. As per the LoI, the Applicant was required to pay the entire sale consideration of INR 121 Crores, within 30



days from the issuance of the LoI. The payments made after a period of 30 days from the date of execution of LoI (i.e. additional 60 days) would attract simple interest @ 12% per annum. The Liquidator had requested the Applicant to execute the LoI by October 14, 2021 and accordingly the same was executed by the Applicant on October 14, 2021.

The biggest advantage of selling the Corporate Debtor “as a going concern” is that by doing so, the Corporate Debtor is revived and the purchaser / bidder can carry on the business of the Corporate Debtor without much disruption. Also, the employees of the Corporate Debtor are fully dependent for their livelihoods on the continuation of the Corporate Debtor. The sale of the Corporate Debtor on a going concern basis shall not only protect the jobs of employees but also create new employment opportunities in future.

In order to help the successful bidder / purchaser to revive the Corporate Debtor it is imperative that the reliefs, exemptions and approvals as sought by the Applicant in the present Application are granted and the sale of the Corporate Debtor on a going concern basis is considered akin to approval of a resolution plan under the provisions of the Insolvency & Bankruptcy Code, 2016.

Keeping the objective in mind, and in order to enable the successful bidder, to continue with the operations of the Corporate Debtor with a clean slate, all claims should be extinguished and no person be entitled to initiate or continue any proceedings in respect of claims against the Corporate Debtor for a period prior to the acquisition by the Applicant. The reliefs and

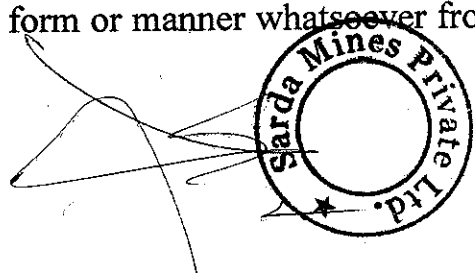


concessions as sought by the Applicant can be granted in the present case of sale of Corporate Debtor as a going concern under Liquidation process on the analogy of sale of Corporate Debtor through submission of resolution plan under CIRP.

The concept of granting reliefs & concessions in cases of Liquidation sale on the basis of "going concern" has been followed in some large Liquidation cases across the country and has been well accepted and approved by other benches of Hon'ble NCLT.

In the sale on going concern basis of the Corporate Debtor under Liquidation only the assets are transferred and the liabilities of the Corporate Debtor have to be settled in accordance with Section 53 of the IB Code. Hence, the purchaser takes over the assets of the Corporate Debtor without any encumbrance or charge and free from the action of the creditors.

The Income Tax Department has filed a claim of INR 10,242 Crores with the Liquidator out of which only INR 644 Crores have been accepted by the Liquidator. Thus, there remains an amount of INR 9,598 Crores which has become contingent liability. The Income Tax Department has filed an application u/s 42 of the Insolvency and Bankruptcy Code, 2016 Code before this Hon'ble Tribunal protesting the treatment of its claims by the Liquidator. The pending litigations are extremely onerous on the Applicant and a direction is sought from this Hon'ble Tribunal to waive off all the liabilities pertaining to the Corporate Debtor including a direction that the same shall not be recoverable in any form or manner whatsoever from the



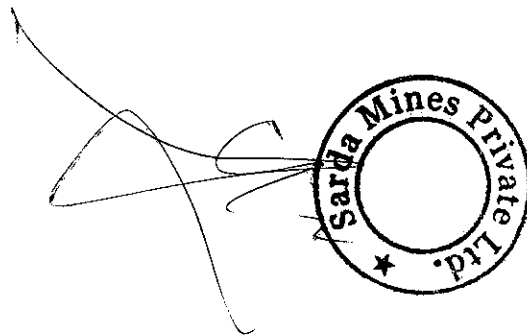
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Corporate Debtor/ Applicant or their successors or assignees. The Applicant is also seeking permission for delisting of the shares of the Corporate Debtor and grant of requisite exemptions for delisting the Corporate Debtor which is a public listed company.

The Applicant would be required to make the entire payment of the balance sale consideration within 30 days of the date of signed LoI and the payments made after 30 days from the date of the signed LoI (additional 60 days) shall attract simple interest @ 12% per annum on the successful bid amount. The Applicant therefore most respectfully prays that payment of the balance sale consideration may be deferred without payment of any interest till the adjudication of this Application by this Hon'ble Tribunal. The date on which the entire sale consideration is paid by the successful bidder to the Liquidator, as per the directions of this Hon'ble Tribunal under this Application shall be considered as "Transfer Date" for the purpose of this Application.

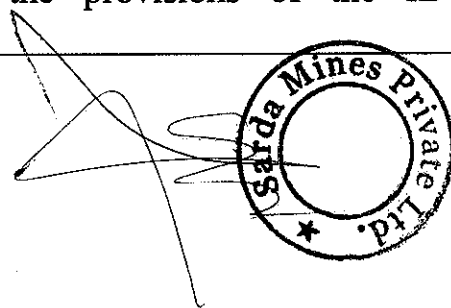
Hence, the present Application.



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LIST OF DATES AND EVENTS

Date	Particulars
December 11, 2018	This Hon'ble Tribunal ordered initiation of Corporate Insolvency Resolution Process ("CIRP") in respect of Kquality Limited, on an application under section 7 of the Insolvency and Bankruptcy Code filed by one of its Financial Creditors, i.e. KKR India Financial Services Pvt. Ltd.
December 20, 2018	A public announcement was made in terms of Regulation 6 of the Insolvency Resolution Process for Corporate Persons Regulations, 2016 declaring commencement of CIRP of Kquality Limited.
May 24, 2019	In view of expression of interest having been invited and Resolution Plans being under consideration, the CIRP of the Corporate Debtor was extended for another period of 90 days on an Application filed by the Resolution Professional.
September 7, 2019	A period of 270 days of the CIRP of the Corporate Debtor expired on September 7, 2019
January 11, 2021	As no Resolution Plan for the Resolution of the Corporate Debtor was approved by the CoC, this Hon'ble Tribunal, vide its order directed initiation of Liquidation process in respect of the Corporate Debtor under the provisions of the IB Code.

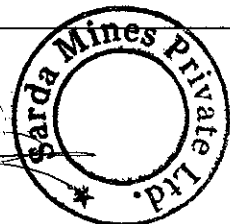


 Sarda Mines Private Ltd.

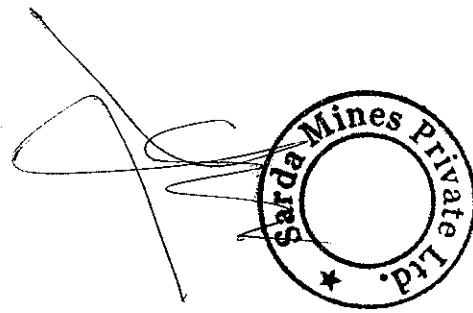
	Respondent No. 1 was appointed as a Liquidator of the Corporate Debtor by this Hon'ble Tribunal.
February 11, 2021	In pursuance of the order for Liquidation passed by this Hon'ble Tribunal a public notice was issued by the Liquidator / Respondent No. 1.
February 26, 2021	In terms of the invitation for expression of interest issued by the Liquidator, the last date of submission of the Expression of Interest was February 26, 2021.
April 15, 2021	A process memorandum was issued for the sale of the corporate debtor or its business as a going concern.
April 26, 2021, June 2, 2021, June 15, 2021, July 12, 2021, July 26, 2021, September 6, 2021,	In continuation of the Liquidation Proceedings, an E-Auction Sale Notice was published by the Liquidator and the timelines for the sale process of the Corporate Debtor were extended time and again.
September 15, 2021	The Applicant submitted an EMD of INR 5 Crores in order to bid for the assets of the Corporate Debtor.
September 17, 2021	The timelines specified earlier for the commencement and conclusion of the e-auction again stood modified and as such the bidding was to begin at 10.00 am on September 24, 2021 and conclude at 6.00 pm on September 24, 2021.
September 24, 2021	In terms of the e-auction Notice dated September 17, 2021, the e-auction process started and bidding was

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	concluded at 7.00 pm the same day. The Applicant also bid for the Corporate Debtor.
September 27, 2021	The Applicant was informed by the Liquidator that its bid of INR 121 Crores was the highest bid and as such the Applicant was declared as the successful bidder. In view thereof a LoI was also shared for execution.
September 30, 2021	In response to the email sent by the Liquidator declaring the Applicant as a successful bidder and seeking the consequential execution of a LoI, the Applicant requested the Liquidator that a joint application be filed before this Hon'ble Tribunal seeking reliefs relating to waiver of litigation, taxation, SEBI and Corporate Structuring and relief from other statutory authorities.
October 6, 2021	In response to the email dated September 30, 2021, the Liquidator sent an email stating that it is only the successful bidder who shall be responsible for obtaining requisite regulatory, statutory approvals and that the Applicant may proceed to file Application seeking any such relief, individually before this Hon'ble Tribunal. Further, the Liquidator specifically stated that the execution of the LoI cannot be conditional and as such requested the Applicant to execute the LoI latest by October 14, 2021.



October 14, 2021	LoI was executed by the Applicant. Applicant also issued a letter to defer the payment schedule.
October 18, 2021	The Liquidator issued an email accepting the executed LoI but refused to consider the request made in the letter dated October 14, 2021 filed along with the executed LoI.
November 10, 2021	Hence, the present Application.



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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL AT
NEW DELHI

I.A. NO. _____ OF 2021

IN

C.P. (IB) NO. 1440(ND)/2018

IN THE MATTER OF:

Sarda Mines Pvt Ltd. ...Applicant / Successful Bidder

Versus

Sh. Shailendra Ajmera
Liquidator – Kwaliti Limited. ...Respondent

AND IN THE MATTER OF:

M/s K.K.R India Financial Services Pvt. Ltd. ...Financial Creditor

Versus

M/s. Kwaliti Ltd. ...Corporate Debtor

**APPLICATION UNDER SECTION 60(5)(c) OF THE
INSOLVENCY AND BANKRUPTCY CODE, 2016 READ WITH
REGULATION 32A OF THE IBBI (LIQUIDATION PROCESS)
REGULATIONS 2016 AND RULE 11 OF THE NCLT RULES 2016
SEEKING URGENT DIRECTIONS**

I. DETAILS OF THE APPLICANT:

1. The present Application is filed by the Applicant herein namely Sarda Mines Private Limited having its registered office at Flat No 4A, Tobacco House, 1 Old Court House Corner, Kolkata, West Bengal - 700001.
2. The address of the Applicant for the service of all notices, processes, etc. is that of its Advocate:



Ms. Cyril Amarchand Mangaldas
Level 1&2, Max Towers,
C-001/A, Sector 16B,
Noida 201301
Email:sumit.attri@cyrilshroff.com

II. DETAILS OF THE RESPONDENT

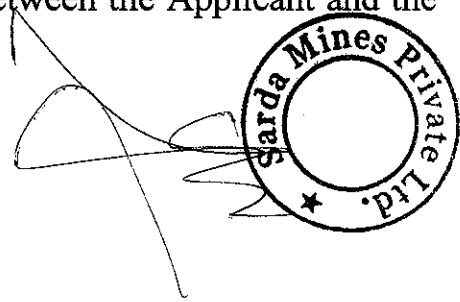
The Respondent is the Liquidator, namely Mr Shailendra Ajmera appointed by this Hon'ble Tribunal vide order dated January 11, 2021 . The Respondent is having its office at Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi 110037.

III. JURISDICTION OF THE TRIBUNAL

3. This Hon'ble Tribunal has the jurisdiction to entertain the present Application since this Hon'ble Tribunal vide order dated December 11, 2018 passed in CP(IB)/1440/ND/2018 ordered initiation of CIRP in respect of Corporate Debtor. Further, vide order dated January 11, 2021 this Hon'ble Tribunal ordered initiation of Liquidation process in respect of the Corporate Debtor. The registered office of the Corporate Debtor is situated within the territorial jurisdiction of this Hon'ble Tribunal, as such, this Hon'ble Tribunal has the jurisdiction to entertain and dispose off the present Application.

IV. LIMITATION

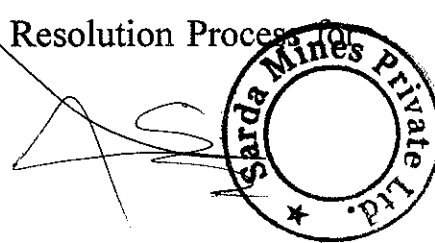
4. It is stated that the present Application is well within the period of limitation and that the present Application is being filed pursuant to the correspondence dated September 30, 2021, October 6, 2021 and October 18, 2021 exchanged between the Applicant and the

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Respondent i.e. the Liquidator, appointed by this Hon'ble Tribunal.

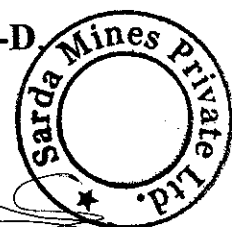
V. FACTS OF THE CASE

5. The Applicant i.e. Sarda Mines Private Limited is a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 4A, Tobacco House, 1 Old Court House Corner, Kolkata, West Bengal 700001.
6. The present Application is being filed under Section 60(5)(c) of the Insolvency and Bankruptcy Code, 2016 ("**Code**") read with Rule 32 A of the Liquidation Process Rules 2016 and Rule 11 of the NCLT Rules 2016 by the Applicant, through its authorised signatory Mr. Dinesh Kumar in the case of Company Petition (IB) No. 1440/ND/2018 ("**Company Petition**") seeking prayers and reliefs as mentioned in the present Application.
7. The abovementioned company petition was filed by KKR India Financial Services (P) Ltd. ("**Financial Creditor**") before this Hon'ble Tribunal seeking initiation of CIRP of Kquality Limited ("**Corporate Debtor**").
8. This Hon'ble Tribunal, vide order dated December 11, 2018, ordered initiation of CIRP in respect of the Corporate Debtor. The order dated December 11, 2018 passed by this Hon'ble Tribunal in (IB) 1440 (ND)/2018 is annexed herewith and marked as **ANNEXURE-A**.
9. That on December 20, 2018, a public announcement was made in terms of Regulation 6 of the Insolvency Resolution Process

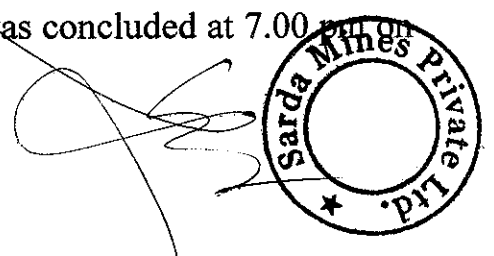
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Corporate Persons Regulations, 2016 declaring commencement of CIRP of the Corporate Debtor. Copy of the public announcement dated December 20, 2018 is annexed herewith and marked as **ANNEXURE-B**.

10. In view of the expression of interest having been invited and Resolution Plans being under consideration, the CIRP of the Corporate Debtor was extended for another period of 90 days, on an Application filed by the Resolution Professional on May 24, 2019.
11. On September 7, 2019, a period of 270 days of the CIRP of the Corporate Debtor expired.
12. As no resolution plan for the Resolution of the Corporate Debtor was approved by the CoC, this Hon'ble Tribunal, vide order dated January 11, 2021, ordered initiation of Liquidation process in respect of the Corporate Debtor, under the provisions of the Code. Further, Respondent No. 1 was appointed as the Liquidator of the Corporate Debtor by this Hon'ble Tribunal. The order of this Hon'ble Tribunal dated January 11, 2021 is annexed herewith and marked as **ANNEXURE-C**.
13. In pursuance of the order for Liquidation passed by this Hon'ble Tribunal, a public notice was issued by the Liquidator / Respondent. A copy of the public notice dated February 11, 2021 is annexed herewith and marked as **ANNEXURE-D**



14. Further, in terms of the invitation for expression of interest issued by the Liquidator, the last date of submission of the expression of interest was February 26, 2021.
15. In view thereof, a process memorandum was issued on April 15, 2021 for the sale of the Corporate Debtor or its business as a going concern. The copy of the process memorandum issued by the Respondent Liquidator is annexed herewith and marked as **ANNEXURE-E**.
16. In continuation of the Liquidation Proceedings, various e-Auction Sale Notices were published by the Liquidator and the timelines for the sale process of the Corporate Debtor were extended time and again from April 26, 2021 to September 6, 2021.
17. That on September 15, 2021, the Applicant submitted an EMD of INR 5 Crores in order to bid for the Corporate Debtor. A copy of the advice receipt dated September 15, 2021 is annexed herewith and marked as **ANNEXURE-F**.
18. Thereafter, the timelines specified earlier for the commencement and conclusion of the E-auction again stood modified, by way of another public notice, and as such the bidding was to begin at 10.00 am on September 24, 2021 and conclude at 6.00 pm on September 24, 2021. A copy of the public notice published by Respondent Liquidator dated September 17, 2021 is annexed herewith and marked as **ANNEXURE-G**.
19. In terms of the e-auction notice dated September 17, 2021, the e-auction process started and bidding was concluded at 7.00 pm on



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the same day. The Applicant had bid for purchasing the Corporate Debtor on going concern basis.

20. That on September 27, 2021, the Applicant was informed by the Liquidator that its bid of INR 121 Crores was the highest and as such the Applicant was declared as the successful bidder. In view thereof a LoI was also shared for execution. The email dated September 27, 2021 issued by Respondent Liquidator is annexed herewith and marked as **ANNEXURE H**.
21. There are contingent liabilities on the Corporate Debtor including a claim of INR 9,598 Crores from the Income Tax Department. The Income Tax Department has filed a claim of INR 10,242 Crores with the Liquidator out of which only INR 644 Crores have been accepted by the Liquidator. Thus, there remains an amount of INR 9,598 Crores which has become contingent liability. The Income Tax Department has filed an Application u/s 42 of the IB Code before this Hon'ble Tribunal protesting the treatment of its claims by the Liquidator. In addition, there are other pending litigations filed against Corporate Debtor the details whereof are annexed hereto and marked as **ANNEXURE - I**.
22. In response to the email dated September 27, 2021 sent by the Liquidator declaring the Applicant as the successful bidder and seeking the consequential execution of a LoI, the Applicant, vide its email dated September 30, 2021, requested the Liquidator that a joint application be filed before this Hon'ble Tribunal seeking reliefs relating to waiver of litigation and taxation, SEBI,



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Corporate Structuring, and relief from other Statutory Authorities.

A copy of the email dated September 30, 2021 issued by Applicant is annexed herewith and marked as **ANNEXURE-J**.

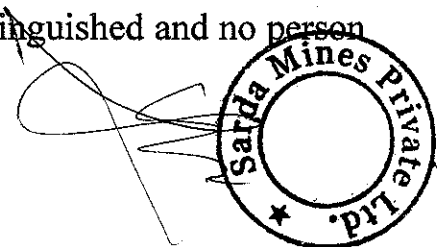
23. In response to the email dated September 30, 2021 sent by the Applicant, the Liquidator sent an email dated October 6, 2021, stating that it is only the successful bidder who shall be responsible for obtaining requisite regulatory, statutory approvals and that the Applicant may proceed to file Application seeking any such relief, individually, before this Hon'ble Tribunal. A copy of the email dated October 06, 2021 is annexed herewith and marked as **ANNEXURE-K**.
24. The application filed by the Income Tax Authorities before this Hon'ble Tribunal is required to be finally adjudicated and the final adjudication of the said application may take some time.
25. The Applicant on October 14, 2021 executed the LoI and also issued a letter to the Liquidator requesting that the final payment be allowed to be made subject to the directions passed by the Hon'ble NCLT. The copy of the signed LoI along with letter issued by the Applicant both dated October 14, 2021 are annexed hereto and marked as **ANNEXURE-L**.
26. It is submitted that the date on which the entire sale consideration will be paid by the Applicant to the Liquidator, as per the directions of this Hon'ble Tribunal under this Application shall be considered as "Transfer Date" for the purpose of this Application.



27. The Liquidator vide its email dated October 18, 2021 accepted the signed LoI, however refused to accept the request regarding final sale consideration as mentioned in the letter dated October 14, 2021 issued by the Applicant. A copy of the email dated October 18, 2021 issued by the Liquidator is annexed herewith and marked as **ANNEXURE -M**.
28. The Applicant simultaneously with the sale of the Corporate Debtor on a going concern basis proposes to delist the Corporate Debtor. The steps required for delisting of the Corporate Debtor including but not limited to reduction of existing promoter and public shareholding are mentioned in the prayer herein below. All the reliefs, concessions, approvals, reliefs and exemptions as sought by the Applicant are mentioned in detail in the prayer clause.
29. The Applicant therefore is filing the present Application seeking appropriate concessions, exemptions, reliefs and directions from this Hon'ble Tribunal for implementing the sale of the Corporate Debtor, inter alia, on the following grounds:

VI. GROUNDS

- A. For that it has been held by various benches of the Hon'ble NCLTs that during the sale of Corporate Debtor as a going concern under Liquidation Process, grant of various reliefs and concessions are essential to continue with the operations of the Corporate Debtor on a clean slate with all claims stand extinguished and no person



is entitled to initiate or continue any proceedings in respect of claims against the Corporate Debtor.

- B. For that in sale of the Corporate Debtor under Liquidation only the assets are transferred and the liabilities of the Corporate Debtor have to be settled in accordance with Section 53 of the IB Code. Hence, the purchaser takes over the assets of the Corporate Debtor without any encumbrance or charge and free from the action of the creditors. Also, the legal entity of the Corporate Debtor survives pursuant to the sale.
- C. For that the decision to sell the Corporate Debtor as a going concern is taken by the Liquidator in consultation with the creditors/ stakeholders and the proceeds from the sale of assets are going to be utilized for distribution to the creditors in the manner specified under Section 53 of the Code, all the creditors of the Corporate Debtor get discharged and the assets are transferred free of any encumbrances.
- D. For that the Applicant shall get all the rights, title, and interest over whole and every part of the assets of the Corporate Debtor free from security interest, encumbrances, claim, counter claim or any demur. The sale consideration, when received shall be distributed by the Liquidator in terms of Section 53 of the Code.
- E. For that any proceedings pending against the Corporate Debtor as on date with respect to its liabilities/ inquiries/ investigations/ assessment/ claims/disputes/ litigations etc. shall not have any bearing against the assets sold in the process. The said assets are



free from any financial implications arising out of any pending proceedings before relevant authorities. Further non-compliance of provisions of any laws, rules, regulations, directions, notifications, notifications, circulars etc on the Corporate Debtor under various Acts and Regulations stands extinguished, qua the Applicant.

- F. For that the object of the Code is the revival of the Corporate Debtor and to have it as a going concern, and mere sale of the Corporate Debtor, without granting certain consequential reliefs that would be essential and necessary for running the business of the Corporate Debtor on a going concern basis, would not be in furtherance of the object of the Code.
- G. For that this Hon'ble Tribunal is empowered to grant such consequential reliefs and it is within the jurisdiction of this Hon'ble Tribunal to grant such necessary reliefs in relation to a Corporate Debtor, which is being sold on a going concern basis, under the provision of the Liquidation Process Regulations.
- H. For that it is necessary for this Hon'ble tribunal to pass orders that are expedient and facilitate the sale of the Corporate Debtor as a going concern and maximize the value of the assets of the Corporate Debtor.
- I. The Hon'ble National Company Law Tribunal Hyderabad in Gland Celsus Bio Chemicals Private Limited versus KSK Energy Ventures Limited I.A No. 112 of 2021 in CP(IB) 675/7/HDB of



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2018 allowed the delisting of shares of the Corporate Debtor (a public listed company) and held as follows:

(1) Permission is accorded to Applicant to pay/adjust the sale consideration of Rs. 109,964,559/- by way of investment into the equity shares of the Corporate Debtor and upon payment of consideration, the following shall be deemed to have occurred and become effective and operative in the sequence and order mentioned here under:

[.....]

(c) Delisting of shares of the Corporate Debtor with effect from this date.

(2) The Applicant/Corporate Debtor is exempted under Regulation 158(2) and relaxation available under Regulation 170 of SEBI (Issue of Capital & Disclosure Requirement) Regulations, 2018, exemption available under Regulation 3(2) of SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and Regulation 3(3) of SEBI (Delisting of Equity Shares) Regulations, 2009. The Applicant/Corporate Debtor is exempted to comply with SEBI regulations as otherwise would be required to be complied in order to give effect to the acquisition by the Applicant of taking control over entire share capital and management of the Corporate Debtor including but not limited to the cancellation / extinguishment of existing share capital, issuance of new shares to the Applicant and delisting of the Corporate Debtor from the stock exchanges and any other compliance related or ancillary thereto.

J. In the matter of Bank of Baroda versus M/s Topworth Pipes & Tubes Private Limited C.P (IB) No. 1239/MB /2018 dated 09.03.2021, Hon'ble NCLT Mumbai has held as follows:



28. In the normal parlance "going concern" sale is transfer of assets along with the liabilities. However, as far as the 'going concern' sale in liquidation is concerned, there is a clear difference that only assets are transferred and the liabilities of the Corporate Debtor has to be settled in accordance with Section 53 of the Code and hence the purchaser of this assets takes over the assets without any encumbrance or charge and free from the action of the Creditors.

30. The decision to sell the Corporate Debtor as a going concern is taken by the Liquidator himself or in consultation with the Creditors / stakeholders and the proceeds from the sale of assets are going to be utilised for distribution to the Creditors in the manner specified under Section 53 of the Code. Hence all the Creditors of the Corporate Debtor get discharged and the assets are transferred free of any encumbrances. The legal entity of the Corporate Debtor however survives.

K. In Dr. Devaiah Pagidipati v. Southern Online Bio Technologies Limited, IA No. 1038 of 2009 in CP (IB) No. 343/7/HDB/2018, dated 26.11.2019, Hon'ble NCLT Hyderabad has held:

"13. Regulation 32 of Liquidation Process Regulations provides for sale of assets of Corporate Debtor as ongoing concern. The object of the Code is not for liquidation but for resolution. In the instant case, the Unit was sold as ongoing concern which is more or less in the nature of resolution of the Corporate Debtor. The Applicant came forward for purchasing the unit as an ongoing concern. The mere purchase of the Unit as ongoing concern without granting certain other reliefs that would be essential and necessary to run the business as an



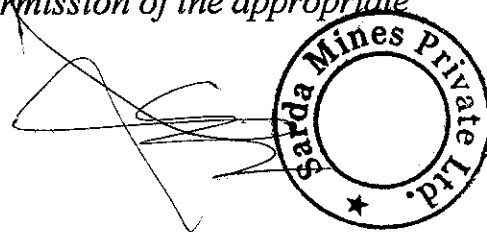
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ongoing concern is of no use. In other words, purchasing the Unit as ongoing concern without granting necessary reliefs to the Applicant does not serve the purpose of purchasing the Unit as ongoing concern. Most of the reliefs sought for in the Application are in the nature of certain compliances required to be done under the Companies Act, 2013. The Applicant is bound to follow the law laid down under the Companies Act, 2013 since he is the purchaser of the Corporate Debtor Unit as ongoing concern. It is but natural that he is to be granted necessary reliefs in order to enable him to follow the procedure prescribed under the Companies Act, 2013 so as to make the Company as ongoing concern. Section 60 (5) (c) empowers the Adjudicating Authority to grant necessary reliefs even during liquidation.

14. No doubt, Liquidation Process Regulations do not provide for granting specific type of reliefs to the Applicant. However, when Corporate Debtor is being sold as an ongoing concern, naturally the purchaser is entitled for consequential reliefs to achieve the object of running the unit as ongoing concern. Therefore, it is a fit case to grant certain reliefs in favour of the Applicant / purchaser which are more or less in the nature of complying necessary provisions of Companies Act, 2013....”

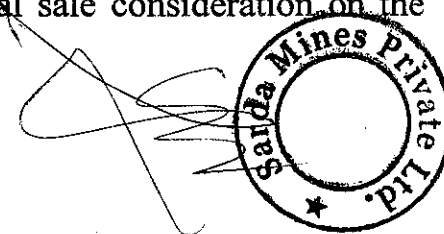
- L. In the matter of SREI Equipment Finance Limited Versus M/s Vishwa Infrastructures and Services Private Limited C.P (IB) No. 329/7/HDB of 2018 dated 30.06.2021, Hon’ble NCLT Hyderabad has held as follows:

“The Corporate Debtor is entitled to get the benefits of brought forward losses, if any, subject to permission of the appropriate



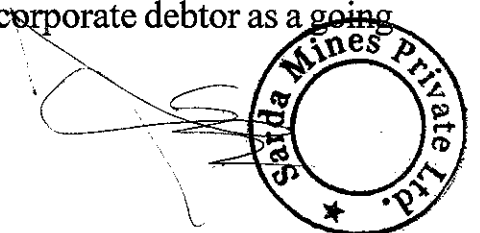
authority, if so entitled under the relevant provisions of the Income Tax Act, 1961...”

- M. For that in M/s Elecon Engineering Company Ltd v. Ms Enviiro Bulk Handling Systems Pvt Ltd I.A No. 741 of 2021 in C.P(IB) No. 1319/MB/2017 dated 21.06.21 the Hon'ble NCLT Mumbai has relied on the Topworth judgment (cited above) and has granted the waiver, concessions and other consequential reliefs.
- N. For that on the execution of the LoI, the terms of the said LoI would be binding on the Applicant and the Applicant would be required to deposit the entire sale consideration within a period of 30 days from the execution of the LoI. The payments made after 30 days from the date of signed LoI (i.e. additional 60 days) shall attract simple interest @ 12% per annum on the successful bid amount. Therefore without the approval of the sale on a going concern basis along with the reliefs as requested by the Applicant for effective running of the Corporate Debtor as a going concern, the payment of the entire sale consideration by the Applicant would be onerous and unfair to the Applicant.
- O. For that the Liquidator ought to defer the final payment schedule as mentioned in the bidding process and payment of any interest till the time the issue of waiver of liabilities, concessions, exemptions, reliefs in relation to the Corporate Debtor are not finally adjudicated by this Hon'ble Tribunal. The Applicant is willing to make the payment of final sale consideration on the



final adjudication of the present Application as directed by this Hon'ble Tribunal.

- P. For that the Applicant would be required to make a huge deposit of INR 121 Crores without there being any clarity on the issue of waiver of liabilities and grant of reliefs to the Applicant. This huge amount of capital will be stuck with the Liquidator, as such, the final payment shall be made pursuant to the final adjudication of the present Application.
- Q. For that the Liquidator by its email dated October 6, 2021 and October 18, 2021 has relied upon clause 17.7 of the Process Documents and has refused to defer the final payment to await the grant of applicable reliefs by this Hon'ble Tribunal. It is therefore imperative that the final payment schedule as provided in the process documents is deferred by this Hon'ble Tribunal till the final adjudication of the present Application.
- R. LoI executed by the Applicant at para 8 provides that the successful bidder may apply to Hon'ble NCLT for reliefs and concessions, as it considers necessary for continuation of the Corporate Debtor as a going concern from the Hon'ble NCLT.
- S. For that the Applicant is willing to pay the entire sale consideration on terms of the bidding process upon adjudication of the issue of waiver of liabilities and grant of exemptions, approvals and reliefs by this Hon'ble Tribunal.
- T. For that the reliefs and concessions as sought by the Applicant can be granted in the present case of sale of corporate debtor as a going



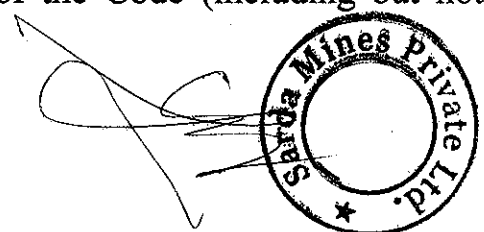
concern under liquidation process on the analogy of sale of Corporate Debtor through Resolution Plan under CIRP.

- U. For that the Applicant has provided the mechanism for effecting the delisting of the Corporate Debtor and the Hon'ble Tribunal is empowered to grant the said relief of delisting of the Corporate Debtor.
30. The Applicant craves leave of this Hon'ble Tribunal to add to, amend, alter, modify, delete, rescind and/or substitute the above grounds and the contents of present Application.

PRAYERS

In the facts and circumstances mentioned hereinabove, the Applicant humbly prays that this Hon'ble Tribunal may be pleased to:

- A) Direct that as an interim measure, pending final adjudication of the present Application the EMD deposited by the Applicant shall not be forfeited by the Liquidator.
- B) Direct the Liquidator, as an interim measure, to defer the payment of the sale consideration (of making final payment within 30 days of signing the LoI plus 12% simple interest upto additional 60 days as mentioned in the process document), until 15 days of the passing of the final order allowing this present Application.
- C) Direct that sale of the Corporate Debtor as going concern should be treated in the same manner as a Resolution Plan approved under section 31 of the Code (including but not



limited to the operation of section 31 sub-section 1 and section 32A of the Code) and all attendant benefits, privileges and exemptions under various laws including but not limited to benefit of any tax holiday, exemption, deduction, carry forward of losses of any prior years & current year and set-off against the income of any financial year under the taxation laws, as they are available to a resolution plan shall be available to this sale of Corporate Debtor under the liquidation process;

- D) An order of the NCLT allowing this Application pursuant to the Code shall be deemed to be adequate compliance with all relevant provisions of any applicable law that would otherwise have become applicable in relation to the compliances/steps that comprise any part of the Application.
- E) The transfer of the Corporate Debtor to the Applicant shall be implemented in accordance with the sequence set out in the steps below:
- a. The Memorandum of Association of the Corporate Debtor shall automatically, without any further act or deed, be amended to increase the authorised share capital of the Corporate Debtor to INR 200 Crores (Rupees Two Hundred Crore only);
 - b. The Applicant shall pay the entire sale consideration into the account of the Corporate Debtor in the manner set out



herein, within 15 days after this Application is allowed by the NCLT as follows:

- i. The Applicant shall infuse an amount of INR 1 Lakh (Rupees One Lakh Only) for subscribing to the share capital of the Corporate Debtor. Such subscription shall be by way of issuance of equity shares having face value of INR Rs.1 each by the Corporate Debtor.
 - ii. deposit the remainder of the sale consideration in the account of the Corporate Debtor towards loan or subscription to such securities as may be decided by the Applicant.
- c. The entire issued equity share capital of the Corporate Debtor existing as on the date hereof together with the equity shares that are issued pursuant to conversion of any convertible instruments (whether pledged or not) held by shareholders of the Corporate Debtor (including any such shares held by public shareholders), but other than shares issued to the Applicant shall be entirely cancelled and extinguished ("Capital Reduction"), for a consideration equivalent to the amount to be received by the shareholders under Section 53 of the IBC, if any ("Shareholder Consideration"), without any further approval from any creditor, shareholder, regulatory authority(ies) including but not limited to National Stock Exchange, Bombay Stock



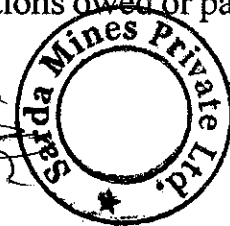
Exchange, SEBI, RoC, etc. There shall be no requirement to add "and reduced" in the name of the Corporate Debtor.

- d. The Corporate Debtor shall record reduction in the issued equity share capital of the Corporate Debtor by way of cancellation of all of its existing issued share capital (which, for the avoidance of any doubt, shall not include shares issued to the Applicant pursuant to sub-paragraph (b) above).
- e. The Applicant, may consent on behalf of all persons concerned, to any minor or operational modifications or amendments of the provisions of this Paragraph E or to any conditions which the NCLT and/or any other authorities under law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in carrying out the provisions of this Paragraph E and do all acts, deeds and things as may be necessary, desirable or expedient for giving effect to the terms hereof.
- f. To the extent any secretarial filings, corporate actions and compliances and/or any other actions, filings, intimations, etc. are required to be made in connection with any step set forth in this Paragraph E before the Transfer Date, the Liquidator, shall be deemed to be fully authorized to act on behalf of the Corporate Debtor and to undertake all such actions. Without prejudice to the foregoing, the Applicant



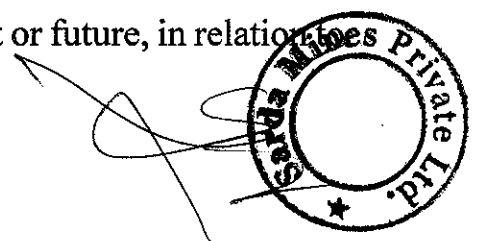
may, if required and from time to time, seek necessary directions from the NCLT in connection with actions to be undertaken or filings to be made with the ROC and/or any other statutory or regulatory authority in connection with matters contemplated herein. For the avoidance of doubt, it is clarified that filings to be made with the jurisdictional Registrar of Companies in relation to the transactions under this Application, as required, shall be completed after the Transfer Date.

- g. The Corporate Debtor shall stand delisted with effect from the date of order of approval of this Application by Hon'ble NCLT without any further approvals from stock exchanges, Securities and Exchange Board of India and any other regulatory authority and without being required to take any action under any SEBI Regulations including delisting regulations, takeover code regulations, etc. SEBI and National Stock Exchange and Bombay Stock Exchange shall take all actions necessary to delist the Corporate Debtor.
- F) Direct that the assets of the Corporate Debtor shall continue to vest in the Corporate Debtor free from security interest, encumbrance, claim, counter claim, charge of secured creditors or any demur;
- G) Direct that on and from the Transfer Date, all the claims or demands made by, or liabilities or obligations owed or payable



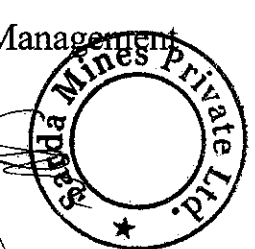
to any actual or potential creditors of the Corporate Debtor including the Government Dues (including but not limited to liabilities, interest and penalties, duties, etc. on account of income-tax, tax deduction at source, tax collection at source, goods and services tax, custom duty, value added tax, service tax, wealth-tax, cess, DGFT dues etc.) whether direct or indirect, whether admitted or not, due or contingent, asserted or un-asserted, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed in relation to any period prior to the Transfer Date, shall stand permanently extinguished, whether accepted by Liquidator or not in full or part shall stand permanently extinguished and no such claim, liability etc. shall be recoverable in any form or manner whatsoever from the Corporate Debtor/Applicant or their successors or assignees and the payment of sale consideration by the Applicant is a full and final settlement towards such claims, liabilities etc.;

- H) Direct that all inquiries, investigations, assessments, notices, causes of action, suits, claims, disputes, litigations, arbitration, trademark litigation, or other judicial, regulatory or administrative proceedings against, or in relation to, or in connection with the Corporate Debtor or the affairs of the Corporate Debtor (other than against the erstwhile promoters or former members of the management of the Corporate Debtor), pending or threatened, present or future, in relation



any period prior to the Transfer Date including but not limited to the litigations mentioned in Annexure- I attached to the present application, or arising on account of the acquisition shall be deemed to be withdrawn or dismissed and no proceedings in respect thereof shall be undertaken in future against the Corporate Debtor/Applicant or their successors or assignees;

- I) Direct that all financial and pecuniary liabilities of the Corporate Debtor, including without limitation, any penalty, whether contingent, assessed, known or unknown, interest, fines or fees and any other liabilities and/or obligations which may have a financial impact, in relation to any period prior to the Transfer Date shall be deemed to be extinguished, whether accepted by Liquidator or not in full or part. The same shall not be recoverable in any form or manner whatsoever from the Corporate Debtor/Applicant or their successors or assignees;
- J) Direct that any non-compliance of provisions of any laws, rules, regulations, directions, notifications, circulars, guidelines, policies, licenses, approvals, consents or permissions as applicable to the Corporate Debtor including but not limited to any liability arising out of non-compliance under the provisions of Companies Act, 1956 and the Companies Act, 2013, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Securities Exchange Board of India Act, 1992, Foreign Exchange Management



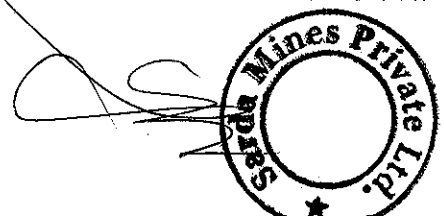
Act, 1999 and under various labour legislations, prior to the Transfer Date shall be deemed to be extinguished and no proceedings in respect thereof shall be undertaken in future against the Corporate Debtor/Applicant or their successors or assignees;

- K) Pass a direction that on and from the Transfer Date, the status of the Corporate Debtor in the records of the Registrar of Companies and on the website of Corporate Debtor should be reflected as "active" from the status of "liquidation";
- L) Pass a direction that , the Board of Directors of the Corporate Debtor be re-constituted as per the Companies Act and that Applicant be permitted to nominate Directors of the Corporate Debtor duly appointed under the provisions of the Companies Act, 2013 namely (i) Mr Binod Bihari Sahu (DIN-02609352) (ii) Mr. Ramesh Chand Gupta (DIN-06710234) (iii) Mr. Arjun Saraswat (DIN-00417011) and/or any other eligible Director, and direct the Registrar of Companies to do all such acts, deeds and things that are necessary to appoint the individuals as directors of the Corporate Debtor, who are recommended by the Applicant, in order to enable the Corporate Debtor to file relevant returns required by applicable law;
- M) Pass a direction that all subsisting consents, licenses, approvals, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or to which the Corporate Debtor is



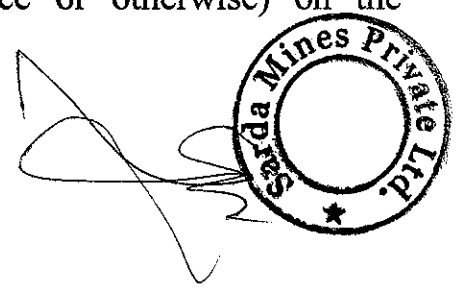
entitled to shall, notwithstanding any provision to the contrary in their terms and irrespective of the commencement of the insolvency/liquidation proceedings under the Code, in relation to the Corporate Debtor be deemed to continue without disruption, for the benefit of the Corporate Debtor and all additional licenses, registrations and consents required by the Corporate Debtor be made available immediately from the Transfer Date;

- N) Pass a direction that the Corporate Debtor shall have a right to review and terminate any contract that was entered into prior to the Transfer Date;
- O) Pass a direction to the Liquidator to, immediately, (i) write back all the liabilities of the Corporate Debtor, including creditors, term loans, working capital loans, tax liabilities, other statutory liabilities, etc. which are not payable and reflect the total liabilities at the amount of the consideration (as reduced by the amount of insolvency resolution process costs and the liquidation costs) determined in the auction; (ii) the assets which are not recoverable (debtors, inventories and loans and advances, including etc.) should be written down to their realizable value; and (iii) provisions for bad and doubtful debt and provisions for doubtful advances should be written-off in the financial statements (Profit and Loss Account and the Balance Sheet) of the Corporate Debtor. The said financial statements should be prepared and filed with the relevant

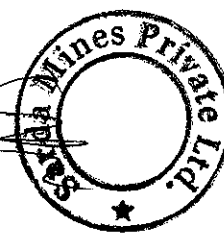


regulators such as Registrar of Companies, Income Tax Authorities etc.;

- P) Pass a direction that the Corporate Debtor can opt for new tax regime under section 115BAA of the Income Tax Act, 1961 in its Income tax return and necessary filings for the previous year 2020-21;
- Q) Pass a direction that any proceedings pending against the Corporate Debtor (other than against the erstwhile promoters or former members of the management of the Corporate Debtor) prior to/as on Transfer Date with respect to its liabilities / inquiries / investigations / assessment / claims / disputes / litigations, etc. shall not have any bearing against the assets sold in the process. The said assets are free from any financial implications arising out of any pending proceedings before relevant authorities, if any. Further non-compliance of provisions of any laws, rules, regulations, directions, notifications, circulars, etc. on the Corporate Debtor under various acts and regulations stands extinguished.
- R) Pass a direction that any Claim that may arise post the Transfer Date including Claims under Applicable Law, contract, judicial / quasi-judicial proceedings, disputed or undisputed, crystallized or otherwise which relate to the period on or prior to the Transfer Date shall pose no additional liability (whether financial, contractual, performance or otherwise) on the Applicant or Corporate Debtor;



- S) Pass a direction that any Claim made under any guarantees issued by the Corporate Debtor on behalf of any third party(ies) shall stand extinguished on the Transfer Date and the beneficiaries of such guarantees shall be expected to recover the monies with respect to uninvoked guarantees from the principal borrower and for any shortfall, they shall not have any recourse against the Corporate Debtor and/or the Applicant;
- T) Direct that all claims of Corporate Debtor against third parties and related parties shall remain recoverable and Corporate Debtor shall have right to proceed against those parties, whose account is recoverable in the books of the Corporate Debtor as on the Transfer Date. And in case of recoveries of any such amounts or any amounts which have been previously written-off, the Corporate Debtor shall be the sole beneficiary of such amounts;
- U) Pass a direction to the Liquidator that all the compliances for the period up to the Transfer Date including filing of necessary documents and returns with the Registrar of Companies, Income Tax Authorities any other Government Authorities should be completed;
- V) Pass a direction that the brought forward tax losses and unabsorbed depreciation of the Corporate Debtor be permitted to be carried forward and set-off against future income as per



section 79(2)(c) and section 72 respectively of the Income Tax Act, 1961;

- W) Pass a direction that upon approval of this Application by this Hon'ble Tribunal, all the Brands, Intellectual Property Rights (IPR), Trademarks etc. registered in the name of the Corporate Debtor shall remain vested with the Corporate Debtor.;
- X) Pass a direction that on and from the Transfer Date, all the assets specified in the complete Process Memorandum shall continue to be the assets of the Corporate Debtor, towards which the Applicant has made payment by way of the Sale Consideration;
- Y) Direct the Liquidator to cooperate with, and provide all necessary support and assistance to the Applicant, including but not limited to perfecting/ amending/modifying/creating the land records in relation to all parcels of land, the immovable properties and assets, belonging to the Corporate Debtor in favour of the Corporate Debtor within 15 days from Transfer Date ;
- Z) Pass a direction granting exemption from levy of taxes, levies, surcharges, cesses, fees, transfer charges, stamp duty, registration charges, transfer premiums and other charges arising in relation to sale of the Corporate Debtor as a going concern;
- AA) Direct the secured creditors to handover the title documents deleting all encumbrances/charges mentioned in the assets



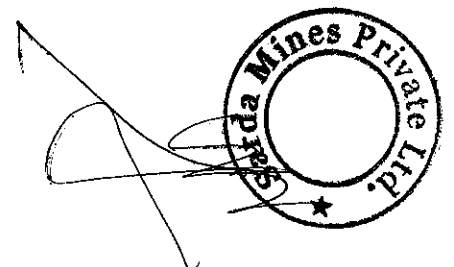
secured to them including by way of assignment to any person other than the Corporate Debtor and the secured creditors be directed to relinquish all their security interests on the assets of the Corporate Debtor;

- BB) Pass a direction that encumbrances over assets of the Corporate Debtor shall stand satisfied and MCA/ROC to record the satisfaction of all charges against the Corporate Debtor on payment of Sale consideration as on Transfer Date, in accordance with the orders passed by this Hon'ble Tribunal without waiting for any corresponding satisfaction letters from the respective lender(s) and the final order passed by this Hon'ble Tribunal shall be a sufficient proof for satisfaction of charges in the records of MCA;
- CC) Pass a direction that the payment of entire sale consideration by the Applicant and possession of Corporate Debtor to the Applicant shall happen simultaneously and the lenders shall forthwith release all security(ies) / encumbrance(s), hypothecation, mortgage or any other form of claim on any asset / property / investment, etc of the Corporate Debtor, held by them;
- DD) Pass a direction that any event of default having occurred on part of the Corporate Debtor under any of the financing documents entered into by the Corporate Debtor on its own behalf or on behalf of subsidiaries (if any), joint ventures or associates to secure or guarantee any of their liabilities, prior



to the Transfer Date, shall be waived in entirety and all rights under the existing finance documents in relation thereto shall stand extinguished;

- EE) Pass a direction that all notifications with regards to defaults filed with Credit Information Bureau (India) Limited, any information utility, RBI or any other regulatory authority for and on account of Corporate Debtor shall be withdrawn by the respective Financial Creditors and any invocation or enforcement action already undertaken before Debt Recovery Tribunal against the Corporate Debtor and any of its assets, at any time prior to the Transfer Date, shall stand automatically revoked and cancelled and deemed null and void and Financial Creditors shall take requisite action to ensure that all such pending matters before the Debt Recovery Tribunal shall stand withdrawn. Further, on and from the Transfer Date, all accounts of the Corporate Debtor shall stand regularized and their asset classification shall be "standard" for the purposes of all Applicable Laws;
- FF) Pass a direction that the tax benefits and exemptions will continue to be applicable to the Corporate Debtor from the Transfer Date including benefits under Section 79(2)(c) of the Income Tax Act, 1961;
- GG) Pass a direction enabling the Liquidator for facilitating the sale by making requisite accounting entries for smooth transmission;



HH) Pass a direction that Corporate Debtor/ Applicant are entitled to seek benefits and exemption provided under Regulation 158(2) and 170 of SEBI (Issue of Capital and Disclosure Requirement) Regulations 2018 and Regulation 3(2) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations 2018; and under Rule 19A(5) of the Securities Contract Regulations Rules 1995. and under Regulation 31(A) of SEBI (Listing and Disclosure Obligations) Regulations 2015 for reclassification of shareholding and under Regulation 3(2) of SEBI (Delisting of Equity Shares) Regulations, 2021 from providing exit opportunity to the shareholders in relation to delisting to apply mutatis mutandis to the Corporate Debtor as applicable to a successful resolution applicant on approval of resolution plan under Section 31 of IBC; and consequently, (i) the capital reduction as set out in paragraph E above, and (ii) delisting of the Corporate Debtor, shall take effect from the date of order of approval of this Application by Hon'ble NCLT without any further approvals from Bombay Stock Exchange and National Stock Exchange, Securities and Exchange Board of India or any other regulatory authority and without being required to take any action under any SEBI Regulations including the aforementioned delisting regulations, takeover code regulations, etc., and the stock exchanges namely Bombay Stock Exchange and National



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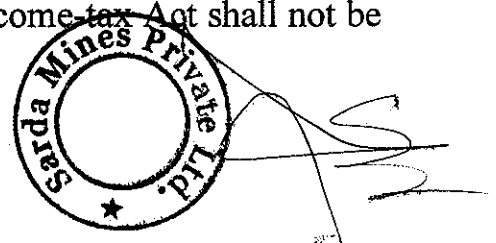
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Stock Exchange and SEBI shall take all actions necessary to effect the delisting of the Corporate Debtor;

II) Pass a direction that the Corporate Debtor and the Applicant shall not be liable for any Taxes and shall be granted an exemption from all Taxes, levies, fees, transfer charges, transfer premiums, and surcharges that arise from or relate to the acquisition, since payment of these amounts may make the acquisition unviable. Any reference to Taxes shall include any transfer premiums or charges, change of ownership/ Control charges payable in connection with the acquisition and the consequent change in ownership and Control of the Corporate Debtor. Further Corporate Debtor and the Applicant shall not be liable and be granted exemption regarding:

- i) Any non-compliance in relation to filing of Income-Tax Return under Section 139 of Income-tax Act, 1961 including any other forms as required to be filed by Corporate Debtor under provisions of Income-Tax Act, 1961; and
- ii) Any liability arising out of non-compliances under the provisions of FEMA and rules and regulations framed thereunder.

JJ) A direction be issued that the requirement of obtaining a no objection certificate under section 281 of the Income-tax Act, 1961 and provisions of taking over its predecessor's Tax liability under section 170 of the Income-tax Act shall not be



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applicable. Further, the transaction shall not be treated as void under section 281 of the Income Tax Act, 1961 for any claims in respect of Tax or any other sum payable by the Corporate Debtor or any shareholder of the Corporate Debtor. Similarly, any requirements to obtain waivers from any Tax Authorities including in terms of Section 79 and Section 115JB and any other provision of the Income Tax Act, 1961 is deemed to have been granted on the Transfer Date;

KK) Pass a direction that Corporate Debtor/ Applicant would not be liable for any disability of the Corporate Debtor or Applicant in terms of Section 29A of IBC for default of subsidiaries of Corporate Debtor on or before the Transfer Date;

LL) Pass a direction that the Corporate Debtor/ Applicant would be at liberty to apply for requisite permissions and approvals before the Securities and Exchange Board of India and other regulatory authorities after the corporate debtor is released from the Liquidation.

MM) Direct that the Applicant and/or Corporate Debtor are at liberty to apply for an appropriate Scheme of Arrangement under section 230 and/or any other applicable sections of the Companies Act 2013 after the completion of the Sale of the Corporate Debtor to the Applicant.

NN) Direct that the Corporate Debtor/Applicant shall be at liberty to approach this Hon'ble Tribunal to address any difficulties

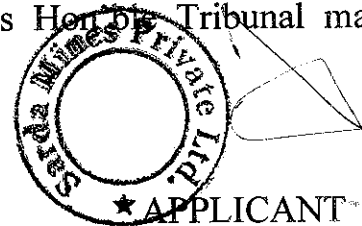


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faced with respect to implementation of the Corporate Debtor as going concern;

OO) Direct that the Registered office of the Corporate Debtor be changed from Kquality House, F-82, Shivaji Place, Rajouri Garden, New Delhi 110027 to Flat No. 4A, Tobacco House, 1 Old Court House Corner, Kolkata, West Bengal 700001 and the .

PP) Grant liberty to the Applicant to amend, alter, modify, delete, rescind and/or substitute any prayer(s); pass any further order(s) and/or direction(s) as this Hon'ble Tribunal may deem fit and proper;

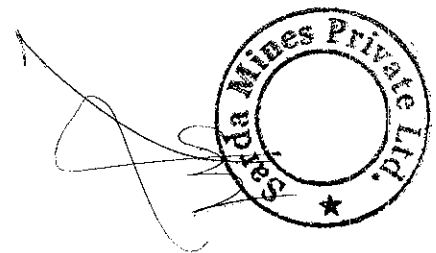


Filed through:

Cyril Amarchand Mangaldas
Advocates & Solicitors
Counsels for the Applicant
Level 1 & 2, Max Towers, C-001/A,
Sector 16B, Noida – 201 301,
Uttar Pradesh, India
Ph: +91 0120 66229000 f: +91 0120 6699009
Email: sumit.attri@cyrilshroff.com

Date : November 10, 2021

Place : New Delhi



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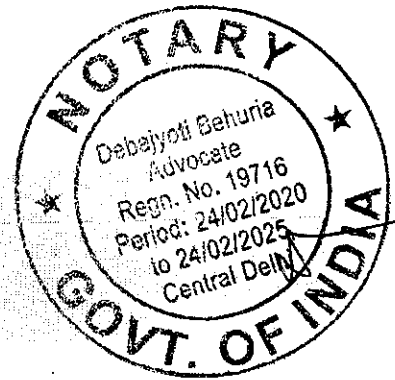
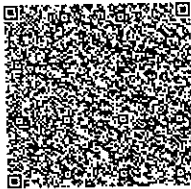
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No. : IN-DL45406775805685T
Certificate Issued Date : 02-Nov-2021 05:01 PM
Account Reference : IMPACC (IV)/ dl822203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82220385252235158110T
Purchased by : SARDA MINES PVT LTD
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SARDA MINES PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : SARDA MINES PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

"SARDA MINES PVT LTD VS KKR INDIA (ANALYSIS SERVICES) PVT LTD VS KUALITY LTD"



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL AT
NEW DELHI**

**I.A. NO. _____ OF 2021
IN
C.P. (IB) NO. 1440(ND)/2018**

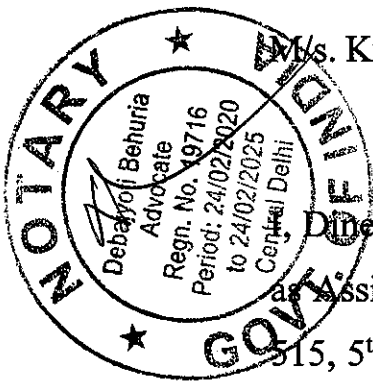
IN THE MATTER OF:

Sarda Mines Pvt Ltd. ...Applicant / Successful Bidder
Versus
Shailendra Ajmera
Liquidator – Kquality Limited. ...Respondent

AND IN THE MATTER OF:

M/s K.K.R India Financial Services Pvt. Ltd. ...Financial Creditor
Versus
M/s. Kquality Ltd. ...Corporate Debtor

AFFIDAVIT



Dinesh Kumar, s/o. Sh. Jagdish Chandra aged about 49 years, working as Assistant General Manager at Sharda Mines Pvt. Ltd. having office at 515, 5th Floor Block A, Naurang House, 21 Kasturba Gandhi Marg, New Delhi 110 001, do solemnly affirm and say as follows:-

1. That I am the authorized representative of the Applicant herein i.e. Sarda Mines Pvt. Ltd. and as such I am competent to swear the present Affidavit.
2. That the accompanying Application has been drafted under my instructions, the contents thereof are true and correct to the best of my knowledge and derived from the records made available to me and may kindly be read as part and parcel of the present Affidavit and is not being repeated for the sake of brevity.
3. I am advised to stated that the conditions of Section 65B of the Indian Evidence Act, 1872 are complied with, in filing the instant affidavit. I state that no manipulations have been done in the same. I state that I have taken printout of the relevant page and information from the World

Wide Web (Internet) as downloaded by me on my computer system. I state that printout(s) were taken using a computer, which was operating properly and under my lawful control. I state that the said computer is being regularly used to send e-mails and electronic communication in the ordinary course of its use.

4. That no part of this affidavit is false and no material facts have been concealed therefrom.



[Handwritten Signature]
DEPONENT

VERIFICATION:

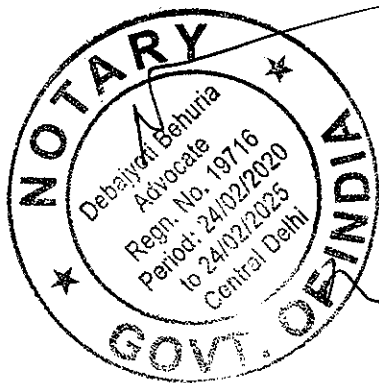
I, Dinesh Kumar, the above named Deponent in the above Application, do hereby verify that the contents of paragraphs 1 to 4 of the Affidavit are true and correct to the best of my knowledge and that nothing material has been concealed therefrom.

Verified at New Delhi on this the 10th day of November, 2021.



[Handwritten Signature]
DEPONENT

10 NOV 2021



[Handwritten Signature]
I identified the deponent who has signed in my presence.

CERTIFIED THAT THE DEPONENT
Said to be (Name) *Dinesh Kumar*
Said to be (Address) *Jay Chakra*
Said to be (Occupation) *Sarada Mines*
That the contents of the affidavit which have been read & explained to him are true & correct to his knowledge

[Handwritten Signature]
NOTARY

10 NOV 2021

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ANNEXURE - 'A'

NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH

(IB)-1440(ND)/2018

In the matter of

M/s. K.K.R. India Financial Services Pvt. Ltd.

.....Operational Creditor

V/s

M/s. Kwalitiy Ltd.

.....Corporate Debtor

SECTION: 7 of IBC, 2016

Order delivered on 11.12.2018

Present:

SMT. INA MALHOTRA, HON'BLE MEMBER (J)
SMT. DEEPA KRISHAN, HON'BLE MEMBER (T)

Present:

Mr. Bishwajit Dubey, Ms. Surabhi
Khattar, Advocates for the Petitioner
Mr. Neeraj Malik, Mr. Amit Dhall,
Advocates for the Respondent.

ORDER

PER SMT. INA MALHOTRA, MEMBER (J)

1. The petitioner, as a Financial Creditor has filed the present petition against the respondent/Corporate Debtor praying for initiation of Corporate Resolution Process for their inability to liquidate their outstanding dues.


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2. As per the averments, the Financial Creditor had granted financial assistance to the Corporate Debtor. A Facility Agreement dated 24th June, 2016 was executed for procuring the loan of Rs. 2 Crores. The same was disbursed as under:

Total amount of debt disbursed and dates of disbursement

Sr. No.	Facility	Disbursed amount (INR)	Date of Disbursement
1.	Term Loan	350,000,000/-	29/06/2016
2.	Term Loan	400,000,000/-	25/07/2016
3.	Term Loan	320,000,000/-	18/08/2016
4.	Term Loan	600,000,000/-	27/09/2016
5.	Term Loan	330,000,000/-	27/10/2016
	Total	2,000,000,000/-	

3. The aforesaid loan was required to be repaid as per a schedule agreed upon, which the Corporate Debtor has failed to adhere to. The Financial Creditor has enlisted various defaults which has led to a total outstanding liability of Rs. 32,73,47,082/- inclusive of delayed and penal interest till 9th October, 2018.

4. On filing of the present petition, the Corporate Debtor has entered appearance through their counsel. Though the default is admitted, it is submitted that the consortium of banks is considering restructuring their loan repayment. It is, however,


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admitted that the re-scheduling of the repayment plan is only towards the loans availed from the banks and does not take into account the liability due and accruing to the Financial Creditor herein. The factum of the outstanding liability towards the petitioner is neither denied nor disputed. It is also admitted by the Corporate Debtor that they are unable to liquidate their dues. Under such circumstance the prayer made by the Financial Creditor merits consideration. This Petition is therefore admitted. A moratorium in terms of Section 14 of Code comes into effect forthwith, staying:

- (a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgement, decree or order in any court of law, tribunal, arbitration panel or other authority;*
- (b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;*
- c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the*


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Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor.

Further,

(2) The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during moratorium period.

(3) The provisions of sub-section (1) shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.

(4) Further, the order of moratorium shall have effect from the date of such order till the completion of the corporate insolvency resolution process:

"Provided that where at any time during the corporate insolvency resolution process period, if the Adjudicating Authority approves the resolution plan under sub-section (1) of section 31 or passes an order for liquidation of corporate

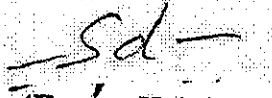

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debtor under section 33, the moratorium shall cease to have effect from the date of such approval or liquidation order, as the case may be."

5. The Financial Creditor has named Mr. Shailendra Ajmera, Registration No. IBBI/IPA-001/IP-P00304/2017-2018/10568 Residence of Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, National Capital Territory of Delhi-110037, Email: - Shailendra.ajmera@in.ey.com as the Interim Resolution Professional. His consent in Form-2 alongwith the copy of the certificate of registration with the IBBI is on record. This Bench therefore confirms the aforementioned as IRP in this case. The IRP is directed to take steps in accordance with the Statutory requirements more specifically under Sections 15, 17, 18, 20 and 21 of the Code and file his interim report by the next date of hearing.

To come up on 14th January, 2019.


(Deepa Krishan)
Member (T)


(Ina Malhotra)
Member (J)


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ANNEXURE 'B'

FORM-A PUBLIC ANNOUNCEMENT	
Under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 FOR THE ATTENTION OF THE CREDITORS OF M/s KWALITY LIMITED	
RELEVANT PARTICULARS	
1.	Name of Corporate Debtor Kwality Limited
2.	Date of Incorporation of Corporate Debtor 21st August, 1992
3.	Authority under which Corporate Debtor is incorporated / registered Registrar of Companies - Delhi
4.	Corporate Identity No. / Limited Liability Identification No. of Corporate Debtor L74899DL1992PLC255519
5.	Address of the Registered office and principal office (if any) of Corporate Debtor Registered Office : KDIL House, F-82, Shivaji Place, Rajouri Garden, New Delhi West, Delhi - 110027, India. Principal Office : KDIL House, F-82, Shivaji Place, Rajouri Garden, New Delhi West, Delhi-110027, India.
6.	Insolvency Commencement Date in respect of Corporate Debtor 11th December, 2018 being the date of delivery of Order by NCLT, Delhi (18th December, 2018) being date of communication by NCLT, Delhi
7.	Estimated date of closure of insolvency resolution process 9th June, 2019, being 180 days from 11th December, 2018
8.	Name and Registration number of the insolvency professional acting as Interim Resolution Professional (IRP) Mr. Shailendra Ajmera Reg. No: IBBI/I PA-001 /I P-P00304/2017-18/10568
9.	Address and e-mail of the Interim Resolution Professional, as registered with the Board Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi National Capital Territory of Delhi -110 037 Email: Shailendra.ajmera@in.ey.com
10.	Address and e-mail to be used for correspondence with the Interim Resolution Professional Mr. Shailendra Ajmera, KDIL House, F-82, Shivaji Place, Rajouri Garden, New Delhi West, Delhi - 110027, Email: ip.kwalitv@in.ey.com
11.	Last date for submission of claims 1st January, 2019
12.	Classes of creditors, if any, under clause (b) of sub-section (6A) of section 21, ascertained by the Interim Resolution Professional Name the class(es): Nil
13.	Names of Insolvency Professionals identified to act as Authorised Representative of creditors in a class (Three names for each class) Not Applicable
14.	(a) Relevant Forms and (b) Details of authorized representatives are available at: Weblink: http://www.lbbi.gov.in/downloadform.html Physical Address: Not Applicable
<p>Notice is hereby given that the National Company Law Tribunal, Delhi Bench, has ordered the commencement of a Corporate Insolvency Resolution Process of M/s Kwality Limited on 11th December, 2018</p> <p>The creditors of M/s Kwality Limited, are hereby called upon to submit their claims with proof on or before 1st January, 2019 to the Interim Resolution Professional at the address mentioned against entry No. 10.</p> <p>The financial creditors shall submit their claims with proof by electronic means only. All other creditors may submit the claims with proof in person, by post or by electronic means. A financial creditor belonging to a class, as listed against the entry No. 12, shall indicate its choice of authorised representative from among the three insolvency professionals listed against entry No. 13 to act as authorised representative of the class in Form CA.</p> <p>The Operational Creditors, Financial Creditors, Financial Creditors belonging to a class, Workmen or Employees, Authorized representative of workmen and employees and any other stakeholders have to submit the Claim by way of the specified forms B, C, CA, D, E & F respectively, along with documentary proof in support of Claim, in terms of Regulations 7 to 9A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Processes for Corporate Persons) Regulations, 2016, as the case may be. The above said Regulation and relevant Forms can be downloaded from the website of Insolvency and Bankruptcy Board of India http://ibbi.gov.in/downloadform.html</p> <p style="text-align: right;">SD/-</p> <p>Submission of false or misleading proofs of claim shall attract penalties. Shailendra Ajmera</p> <p>Date: 20.12.2018 Interim Resolution Professional</p> <p>Place : New Delhi West, Delhi - 110 027 IBBI/IPA-001/IP-P00304/2017-18/10568</p>	

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ANNEXURE - 'C'

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT III
NEW DELHI

IA/842/2019 filed under Section 60 (5), R/w 12 &
33(1) of the IBC Code, 2016 in CP (IB)-
1440(ND)/2018

In the matter of M/s. Kwaliti Limited.

K. K. R. India Financial Services Private Limited

.... Financial Creditor

Versus

M/s. Kwaliti Limited

.... Corporate Debtor

In the matter of IA/842/ 2019

Shailendra Ajmera

RP for Corporate Debtor namely, M/s. Kwaliti Limited.

.... Applicant

Order delivered on 11th January 2020

CORAM:

CH. MOHD SHARIEF TARIQ, MEMBER (JUDICIAL)

Shri. NARENDRA KUMAR BHOLA, MEMBER (TECHNICAL)

For Applicant: Kesar Dass B & Associates

ORDER

(Through Video Conferencing)

Per. CH. MOHD SHARIEF TARIQ, MEMBER (JUDICIAL)

IA/842/2019


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1. The IA is filed by the Resolution Professional viz., Mr. Shailendra Ajmera, under Section 60 (5), R/w 12 & 33(1) of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred as the "IBC, 2016") seeking liquidation of the Corporate Debtor viz., M/s. Kwaliti Limited, based on the resolution passed by the Committee of Creditors in its 22nd Meeting on 05.11.2019. The other prayers made in the Application are:
 - a) Allow the present application
 - b) Pass such order or direction as it considers fit and proper in the facts and circumstances of the case.
 - c) Pass such other further order/Order(s) as may deem fit"
2. On perusal of this Application, it appears that the CP (IB)-1440 (ND)/2018 was filed by the Financial Creditor viz., M/s. Punjab National Bank K. K. R. India Financial Services Private Limited (hereinafter referred as "Financial Creditor") against the Corporate Debtor viz., M/s. Kwaliti Limited (hereinafter referred as "Corporate Debtor") under Section 7 of IBC, 2016 R/w Rule 4 of Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016) to initiate Corporate Insolvency Resolution Process (hereinafter referred as "CIRP"), declare moratorium and appoint Interim Resolution Professional (hereinafter referred as "IRP"). This Adjudicating Authority vide Order dated 11.12.2018, admitted the Application, initiated the CIRP against the Corporate Debtor and appointed one Mr. Shailender Ajmera as the IRP.
3. It is averred that pursuant to the Order of this Authority which was received by the IRP on 18.12.2018. The Resolution Professional made public announcement in Form A in two newspapers namely "Economic Times (English)" and Navbharat times (Hindi) to invite claims along with proof from creditors of the Corporate Debtor. The Committee of Creditors was constituted on 03.01.2019. The 1st meeting of the Committee of Creditors (hereinafter referred as "CoC") was held on 11.01.2019 wherein, it was resolved to appoint IRP viz., Mr. Shailendra Ajmera as the Resolution Professional. The Resolution Professional appointed GAA Advisory LLP and Adroit Technical Services Pvt.

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- Ltd as the Registered Valuers as per Regulation 27 of CIRP Regulations to determine the Fair Value and the Liquidation Value of the Corporate Debtor. Further, as per Section the Resolution Professional provided the information memorandum to the members of the CoC on 31.01.2019.
4. The CoC was reconstituted on 05.02.2019 and pursuant to Section 21 (1) of the IBC,2016 R/w Regulation 13(2) (d) of the CIRP Regulations, the Resolution Professional filed a report with this Authority in 08.02.2019. The 2nd CoC Meeting was convened on 11.02.2019 wherein the publication and eligibility criteria for Form-G was approved with a majority vote of 99.74% of voting shares. The Form -G i.e., Invitation for Expression of Interest (hereinafter referred as "EoI") was published on 25.02.2019 in two newspapers namely "Economic Times" (English) all India Edition and "Business Standard" (Hindi). The revised Form-G was published on 12.03.2019. In the 3rd CoC meeting ratified the decision for extension of last date of submission of the EoI. The Resolution Professional received EoI from 7 potential Resolution Applicants and issued the provisional list of eligible prospective resolution applicants. The Resolution Professional issued the Information Memorandum, evaluation matrix and a request for the Resolution Plans to the Prospective Resolution Applicants with effect from 15.04.2019.
 5. In the 5th CoC Meeting it was decided that the criteria for submission of the refundable deposit/BG at the EOI stage submission be waived off for all Prospective Resolution Applicants. The RP issued the final list of Prospective Resolution Applicants in terms of Sub-Regulation of Regulation 36A of the CIRP Regulations. The 6thCoC Meeting was convened on 13.05.2019 wherein the agenda for seeking extension of CIRP by 90 days was passed. Therefore, the Resolution Professional filed application CA No.659/2019 for extension of CIRP period by 90 days and vide Order dated 24.05.2019 the extension was granted.
 6. The 7th CoC meeting was held on 30.05.2019 wherein the CoC extended the deadline for submission of resolution plan to 30.06.2019. The Resolution Professional received only one resolution plan despite various extensions from


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the consortium of Haldiram Snacks Pvt. Ltd & Pioneer Securities Pvt. Ltd. The 10th CoC Meeting was convened on 06.08.2019 to discuss the the update on the CIRP including the resolution plan. The 14th CoC Meeting was held on 31.08.2019 for extension of CIRP period. The Application was allowed vide Order dated 06.09.2019 and 60 days beyond a period of 270 days was allowed. The 21st CoC Meeting was convened on 02.11.2019 to update the outcome of the voting results on the Resolution Plan dated 17.10.2019 alongwith Addendum1 and 2 submitted by Haldiram- Pioneer Consortium which was not approved in terms of the requirement of the provisions of Section 30 (4) and the voted cast in favour were less than 66% of the voting share of CoC. The Resolution Professional informed Haldiram- Pioneer Consortium about the rejection of the Resolution Plan via E-Mail dated 02.112019.

7. The 22nd CoC Meeting was convened on 05.11.2019, wherein the Resolution Professional appraised the members of the CoC about the Addendum 3 and Letter by Haldiram Pioneer Consortium and discussed about the key highlights of the same. The CoC concluded that the Addendum 3 and Letter cannot be considered as the members of the CoC have already voted upon the Resolution Plan along with the Addendum1 and Addendum 2 and it will be not appropriate to consider the Addendum 3 sent by the Haldiram Pioneer Consortium. Further, it was decided by the CoC that in the event, if an order of Liquidation of the Corporate Debtor under the provisions of Section 33 of IBC, 2016 is passed then the Resolution Professional may be appointed to act as the Liquidator for the purpose of conducting liquidation process and if a scheme of compromise or arrangement under the provisions of Section 230 of the Companies Act, 2013 is not proposed then the liquidation of the Corporate Debtor as a going concern under the provisions of IBC,2016 will automatically commence and the liquidator will be given 90 days from the liquidation commencement date to sell the Corporate Debtor and its business as a going concern and if the said sale proceeds fail to get approved by the relevant parties or otherwise, the liquidator shall sell the assets on a piecemeal basis or slump sale in accordance with the provisions of law for the time being in force.

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8. The Resolution Professional convened 22nd CoC Meeting on 05.11.2019 wherein the CoC approved the fees of the liquidator for the liquidation period at Rs. 22.5 Lakhs and Remuneration payable by the Liquidator to advisors and legal counsel is Rs. 252.5 Lakhs and the fees to be remitted as a lumpsum amount from the value realised by selling the assets of the Corporate Debtor. It was also approved by the members of the CoC that the estimated CIRP costs amounting to Rs. 16.55 Crores are to be paid on priority of the proceeds of the liquidation estate. It is stated that the Resolution Professional has given his written consent to be appointed as the Liquidator of the Corporate Debtor.

ORDER

9. In view of the facts and circumstances, this Authority is satisfied that the Application **IA/842/2019** filed for initiation of Liquidation proceedings against the Corporate Debtor is a fit case for ordering liquidation of the Corporate Debtor namely, *M/s. Kwaliti Limited* in the manner laid down in the Chapter III of Part II of IBC, 2016 and **allowed** with the directions as follows: -

- I. This Authority appoints the Resolution Professional **Mr. Shailender Ajmera**, who has provided written consent to act as the Liquidator for the Liquidation Process having Registration number: IBBI/IPA-001/IP-P00304/2017-2018/10568, Address: Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, NCT of Delhi- 110037
- II. Mr. Shailender Ajmera, is appointed as Liquidator in terms of Section 34 (1) of IBC, 2016 therefore, all the powers of Board of Directors, key Managerial Personnel, and partners of the Corporate Debtor, as the case may be, shall cease to have effect and shall be hereby vested with the Liquidator. The Personnel of the Corporate Debtor are hereby directed to extend all corporations to the Liquidator as may be required in managing the affairs of the Corporate Debtor. The Insolvency Professional appointed as Liquidator will charge fees for the conduct of liquidation proceedings as stands decided by the CoC, failing which in the proportion to the value of the liquidation estate assets as specified under


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Regulation 4 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 and the same shall be paid to the Liquidator from the proceeds of the liquidation estate under section 53 of IBC, 2016.

III. Mr. Shailender Ajmera, is directed to issue Public Announcement stating that the Corporate Debtor is in liquidation, in terms of Regulation 12 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

IV. Since this Liquidation Order has been passed, no suit or other legal proceedings shall be initiated by or against the corporate Debtor without prior approval of this Adjudicating Authority save and except as mentioned in sub section 6 of the Section 33 of the Code

V. This Authority makes it clear that Para (V) herein above shall not apply to legal proceedings in relation to such transactions as notified by Central government in consultation with any financial sector regulator.

VI. The liquidation Order shall be deemed to be the notice of discharge to the officers, employees, workmen of the Corporate Debtor except to the extent of the business of the Corporate Debtor is continued during the liquidation process by the Liquidator.

VII. The Order of Moratorium passed under Section 14 of the IBC, 2016 shall cease to have its effect from the date of the order and that a fresh Moratorium under Section 33(5) of IBC, 2016 shall commence.

VIII. The Liquidator is directed to proceed with the process of liquidation in the manner laid down in Chapter III of Part II of the Insolvency and Bankruptcy Code, 2016 and in accordance with the relevant regulations.

IX. The Liquidator shall follow up and investigate the financial affairs of the corporate debtor in accordance with provisions of Section 35 (I) of the Code.

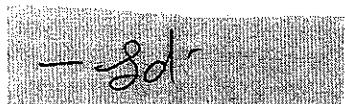
X. The Liquidator shall also follow up the pending applications for its disposal during the process of liquidation including initiation of steps for recovery of dues of the Corporate Debtor as per law.

XI. The Liquidator shall submit a Preliminary Report to the Adjudicating Authority within seventy-five days from the liquidation commencement date as per Regulation 13 of the Insolvency and Bankruptcy (Liquidation Process) Regulations, 2016.

XII. Copy of this Order shall be sent by the Liquidator to the corporate debtor, the Registrar of Companies, NCT of Delhi & Haryana, the Insolvency and Bankruptcy Board of India and IT Department including Assessing IT Officer of the IT Circle.

10. In terms of the above, IA/842(ND)2019 filed in CP (IB)-1440(ND)/2018 is allowed.

11. Order is pronounced through video conferencing.



NARENDRA KUMAR BHOLA
Member (Technical)



CH. MOHD SHARIEF TARIQ
Member (Judicial)


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ANNEXURE - (D)

INVITATION FOR EXPRESSION OF INTEREST

Invitation for Submission of Expression of Interest for sale of Kwaliti Limited (In Liquidation) or its business as a 'Going Concern' basis, including by way of a Scheme for Compromise or Arrangement under Section 230 of the Companies Act, 2013, under the Insolvency & Bankruptcy Code, 2016 read with the Insolvency & Bankruptcy Board of India (Liquidation Process) Regulations, 2016 for Kwaliti Limited (In Liquidation) and in terms of the Order dated 11th January 2021 passed by the Hon'ble Adjudicating Authority, National Company Law Tribunal, Bench III, New Delhi.

BY

MR. SHAIENDRA AJMERA
LIQUIDATOR FOR
KWALITY LIMITED (IN LIQUIDATION)

REGISTRATION NO.: IBBI/IPA-001/IP-P00304/2017-18/10568

Ernst & Young LLP,
3rd Floor, Worldmark 1,
Aerocity Hospitality,
New Delhi - 110037

Email for submission of EOI: liquidator.kwaliti@in.ey.com

DATE OF PUBLIC ADVERTISEMENT: 11 February 2021

LAST DATE FOR SUBMISSION OF EOI: 26 February 2021

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SECTION 1: INTRODUCTION

A. Brief Background

The Hon'ble Adjudicating Authority, National Company Law Tribunal, Bench III, New Delhi (hereinafter, "NCLT") vide order dated 11th December, 2018 ordered initiation of the Corporate Insolvency Resolution Process ("CIRP") in respect of Kwaliti Limited, (hereinafter "Corporate Debtor") on an application filed by one of the financial creditors of the Corporate Debtor under Section 7 of the Insolvency & Bankruptcy Code, 2016 ("I&B Code"). Mr. Shailendra Ajmera IP Registration No. IBBI/IPA-001/IP-P00304/2017-18/10568 was appointed as the Resolution Professional ("RP") by the committee of creditors ("CoC") of the Corporate Debtor under the provisions of the I&B Code.

As no resolution plan of the Corporate Debtor was approved by the CoC, vide order dated 11th January 2021, the Hon'ble NCLT ordered initiation of liquidation process in respect of the Corporate Debtor under the provisions of the I&B Code. Mr. Shailendra Ajmera having IP Registration No: IBBI/IPA-001/IP-P00304/2017-18/10568 has been appointed as the Liquidator of the Corporate Debtor by the Hon'ble NCLT.

In accordance with Regulation 32 (e) and (f) of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Process Regulations") read with Regulation 2B of the Liquidation Process Regulations and the said Order dated 11th January 2021, the Liquidator proposes to sell the Corporate Debtor or its business, as a "going concern", including by way scheme, if any proposed by the creditors/members of the Corporate Debtor under Section 230 of the Companies Act, 2013.

B. Brief description of the Corporate Debtor

Kwality Limited (In Liquidation) was incorporated on 21st August 1992. The registered office of the Corporate Debtor is at KDIL House, F-82, Shivaji Place, Rajouri Garden, New Delhi West, Delhi - 110027, India. The Corporate Debtor is engaged in the business of milk and dairy products. The Corporate Debtor has two owned milk processing units in the States of Uttar Pradesh and Haryana, the details whereof are as under:

Sl No.	Location	Milk handling capacity in lac liters per day*	Products, which can be catered to by the Manufacturing facility	Current Status
1	Softa, Haryana	21	Pouched milk, UHT toned milk, butter, ghee, cream, curd, flavored milk, milk powder, and buttermilk/chaach. With limited investment, Cheese assembly line can be made operational.	Operational
2	Dibai, Uttar Pradesh	3	Milk, butter/ghee and milk powder	Non-operational

*Bidders are expected to carry out their own technical assessment

The Corporate Debtor is a listed company and its shares are listed on Bombay Stock Exchange ('BSE') and National Stock Exchange ('NSE') and continue to be traded. As on 5 February 2021 the closing share price on the Corporate Debtor is INR 2.73 at BSE and INR 2.70 at NSE.

Presently, the Corporate Debtor is operating as a going concern under the supervision of the Liquidator. As on 5th February 2021, there are ~ 169 own employees/ workmen on the payroll of Corporate Debtor.

Currently, the Corporate Debtor is catering to B2B customers (primarily institutional customers like 'Britannia', 'Canteen Stores Department', 'Dr Oetkar', 'Dabur' etc) and Job work given the financial & regulatory constraints to maintain going concern. Order book visibility is on short term basis and was ~ 573 MT (includes Ghee, Butter & Milk Powder) as on 3rd February 2021 besides the job work.

SECTION 2: INVITATION TO EXPRESSION OF INTEREST

A. Expression of Interest

This Invitation for Submission of Expression of Interest ("Invitation for EOI") is issued to invite Expression of Interest ("EOI") from Prospective Bidders to submit their EOI for purchase of Corporate Debtor, along with all its assets and liabilities, or the business of the Corporate Debtor, as identified by Liquidator in consultation with Stakeholders' Consultation Committee, under the provisions of Chapter III of the I&B Code, including by way of proposal for Scheme of Compromise or Arrangement under Section 230 of Companies Act, 2013 read with Regulation 2B of the Liquidation Process Regulations.

EOI is invited from Prospective Bidders who satisfy the Eligibility Criteria set out in Section 3.

The Prospective Bidders (each member of Consortium of Prospective Bidders) shall be required to sign and deliver a Non-Disclosure Agreement ("NDA") as a condition for receiving the complete information of the Corporate Debtor including group of assets and liabilities in the event the EOI submitted is found to be eligible.

B. Transaction Process

The process for sale of the Corporate Debtor, along with all its assets and liabilities, or the business of the Corporate Debtor shall be completed in two stages ("Transaction"), brief of which are provided hereunder:

STAGE-I

- a) Submission of EOI by Prospective Bidders in separate sealed envelopes before the due date of submission of EOI;

- b) Payment of INR 50,000/- as non-refundable process fees for participation in the process ("**Facilitation Charges**") and submission of proof of payment of Facilitation Fees by way of demand draft/banker's cheque or electronic transfer, along with the EOI.
- c) Screening of EOI and short listing of eligible Bidders by the Liquidator ("**Shortlisted Bidders**") as per the Eligibility Criteria provided in Clause 3 below.

STAGE-II

- a) Signing of Non-Disclosure Agreement by Shortlisted Bidders in the form attached and marked as **Annexure-D**.
- b) The Bid Terms Document prescribing the bidding process shall be provided separately to the Shortlisted Bidders after execution of Non-Disclosure Agreement.
- c) Access to data room to the Shortlisted Bidders who have signed the Non-Disclosure Agreement, for carrying out the due diligence.
- d) Submission of bid(s) by Shortlisted Bidders in accordance with the provisions of the I&B Code, Liquidation Process Regulations and Bid Terms Document.
- e) Declaration of successful bidder ("**Successful Bidder**") in accordance with the provisions of the I&B Code and Liquidation Process Regulations.
- f) Signing of agreements/contracts with Successful Bidder for purchase of Corporate Debtor or its business as a going concern.

B. Scheme of Compromise or Arrangement under Section 230 of Companies Act, 2013

Any Scheme of Compromise or Arrangement submitted by any Shortlisted Bidder shall be considered in accordance with the provisions of applicable laws and Regulation 2B of the Liquidation Process Regulations.

SECTION 3: QUALIFYING CRITERIA FOR BIDDERS:

A. Qualifications in case of sole bidder:

- a) Any private limited company or public limited company registered under Companies Act 1956 or 2013, Limited Liability Partnership ("LLP") or SEBI registered Alternative Investment Fund ("AIF") or a company incorporated outside India, which is eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from the GoI/DIPP/RBI etc. by themselves).
- b) The Prospective Bidder must be eligible to bid for the Corporate Debtor under the provisions of the I&B Code and must be 'fit and proper' person, i.e. not under any legal disability to be purchaser of Corporate Debtor under the applicable laws.
- c) The Prospective Bidder shall have a positive net worth as on 31 March 2020 or any latest available subsequent date as certified by Statutory Auditor of the Prospective Bidder.

B. Qualifications in case of consortium bidder:

- a) Consortium of Prospective Bidders ("Consortium") may participate in the Transaction provided the members of Consortium are a private limited company or public limited company registered under Companies Act 1956 or 2013, LLP or AIF or a company incorporated outside India, which is eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from the GoI/DIPP/RBI etc. by themselves).
- b) The Consortium shall not have more than one (1) lead member ("Lead Member"). The Lead Member of the Consortium should have minimum equity contribution of 51% and the minimum equity contribution by other members to qualify as a member

of the Consortium should be at least 10%.

- c) Each member of the Consortium must be eligible to participate in the Transaction under the provisions of the I&B Code and must be 'fit and proper' person, i.e. not under any legal disability to be purchaser of Corporate Debtor under the applicable laws.
- d) For Consortium net worth of each members of the Consortium shall be positive as on 31 March 2020 or any latest available subsequent date (to be certified individually for Statutory Auditor of each member).
- e) A Power of Attorney/Board Resolution shall be given by each member of the Consortium authorizing the Lead Member to participate in the Transaction, submission of all required documents, information, contact person for all communications.
- f) If after the Consortium is shortlisted as a Shortlisted Prospective Bidder, a Consortium Bidder desires a change in the consortium by inclusion/exclusion of members or if a non-consortium Bidder desires to form a consortium by inducting new member(s), it shall have to apply for such change to the Liquidator. After holding consultation/s with the Stakeholders Constitution Committee and/or obtaining approval from the NCLT, as may required, the Liquidator shall qualify/disqualify such a Consortium subject to fulfilling the eligibility criteria and subject to the following terms:
 - a. The change shall be permitted only once per consortium.
 - b. No change in Lead Member shall be allowed.
 - c. Jumping from one consortium to another shall not be permitted.
 - d. Request for such modification/ withdrawal/ substitution shall be entertained only before the bids are received by the Liquidator. However, the last date for such request shall be specified later.

- g) All members of Consortium shall be required to sign the Non-Disclosure Agreement.
- h) In case a Consortium is shortlisted as Shortlisted Prospective Bidder and subsequently selected as the Successful Bidder, it shall be required to incorporate a company ("**Investment Vehicle**") that shall enter into definitive agreements for completion of the transaction.

SECTION 4: INSTRUCTIONS FOR SUBMISSION OF EOI:

1. The EOI should be submitted in the format attached as Annexure 'A' accompanied with the documents/information as stated therein.
2. Prospective Bidders/Lead Member shall submit the EOI accompanied with originally signed documents information mentioned in Annexure 'C' and Annexure 'D' respectively together with demand draft/banker's cheque or proof of electronic transfer of INR 50,000/- towards non-refundable process participation fees in a sealed Envelope.

The Envelope should be super scribed as "Private and Confidential-Expression of Interest for Kquality Limited (In Liquidation)" and should shall clearly indicate the name, address and details of contact person of the Prospective Bidder/Lead Member.

3. Envelope shall be submitted physically by the Prospective Bidders/Lead Member on or before **26 February 2021 (at 18.00 hours IST) ("EOI Due Date")** at the address mentioned below.

Mr. Shailendra Ajmera

Liquidator for Kquality Limited (In Liquidation)

Registration No.: IBBI/IPA-001/IP-P00304/2017-18/10568

Ernst & Young LLP, 3rd Floor, Worldmark 1,

Aerocity Hospitality, New Delhi - 110037

4. Soft copy of the EOI, accompanying documents/information and proof of payment is also required to be submitted on or before EOI Due Date by e-mail to liquidator.kquality@in.ey.com.
5. Non-refundable participation fee of INR 50,000/- shall be paid by way of demand draft/banker's cheque or electronic transfer as per the following details:

- (a) **Beneficiary:** Kquality Limited (In Liquidation)
- (b) **Name and address of the Bank:** Bank of India, New Delhi Large Corporate Branch, New Delhi 110001
- (c) **Bank Account No.:** 605920110000297
- (d) **IFSC Code:** BKID0006059
6. EOIs are liable to be rejected by the Liquidator if Prospective Bidders or any member of Consortium fail to meet the eligibility criteria as specified in Section 3 above or fail to submit Facilitation Fee as provided in Section 2 above.
7. The Prospective Bidders shall provide all the information sought in this Invitation for EOI in the prescribed format. The Liquidator will evaluate only those EOIs that are received in the required formats and complete in all respects.
8. The EOI shall be typed and each page shall be signed in indelible blue ink by the authorized signatory of the Prospective Bidder/Lead Member.
9. The EOI and all related correspondence and documents in relation to the EOI shall be in English language.
10. All the alterations, omissions, additions or any other amendments made to the EOI shall be initialed by the person(s) signing the EOI.
11. If the envelope is not sealed and marked as instructed above, the Liquidator assumes no responsibility for the misplacement/loss of the documents submitted and consequent losses, if any, suffered by the Prospective Bidder.
12. EOIs submitted by fax or telex shall not be entertained and shall be summarily rejected.

13. All enquiries related to Stage-I of the Transaction should be addressed to the Liquidator at the email id of the Liquidator at "liquidator.kwality@in.ey.com". However, the Liquidator and/or its advisors/ officers/employees are not obligated to give response/reply to any or all such queries posted by the Prospective Bidders.
14. The Prospective Bidders are required to satisfy themselves before Bidding for the Corporate Debtor and Liquidator and his advisors/employees bear no responsibility for any loss that may be incurred by the Prospective Bidder for bidding for the Corporate Debtor.
15. The Liquidator shall bear no responsibility for non-receipt of EOIs/any other correspondence sent by e-mail or any other mode as provided in this Process Document.

SECTION 5: LAST DATE OF SUBMISSION OF EOI

The last date for submission of EOI is 26 February 2021 (at 18.00 hours IST). In case the designated day happens to be a holiday; the next working day will be deemed as the last date for submission of EOI. The Liquidator reserves the right to extend the timeline for submission of EOI at his sole discretion,

All the EOIs received will be reviewed by the Liquidator. The Liquidator shall be entitled to engage such advisors/consultants as may be deemed appropriate and fit for review of the EOIs.

SECTION 6: DISCLOSURE AND OTHER NOTICES

1. The Prospective Bidder acknowledges that the purchase of the Corporate Debtor or its business as a going concern shall be made by the Prospective Bidder on an "as in, where is" and "whatever there" basis and the Liquidator will not be providing any representations or warranties for the Corporate Debtor.
2. The EOI submitted by the Prospective Bidder shall be unconditional and cannot be withdrawn after its submission for any such reasons whatsoever.
3. Liquidator shall have the right to withdraw the invitation for EOI and change or vary any part thereof at any stage or cancel or modify the process without assigning any reason and without any liability.
4. This is not an offer document and has been issued with no commitment. The Prospective Bidders should regularly visit the website of the Corporate Debtor at www.kwality.com to keep themselves updated regarding clarifications/amendments/ time-extensions, if any.
5. The EOI submitted pursuant to this Invitation for EOI shall not be assignable or transferrable. Each Prospective Bidder shall bear all its costs associated with or relating to the preparation and submission of any documents including the EOI, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator and any other costs incurred in connection with or relating to its EOI.
6. No oral conversations or agreements with the Liquidator or any advisor, official, agent or employee of the Liquidator/ Corporate Debtor shall affect or modify any terms of this invitation for EOI.

7. It may be noted that the eligibility criteria have been evolved in accordance with the provisions of the I&B Code and the Liquidation Process Regulations. EOIs of only those who meet the eligibility and other criteria specified herein shall be considered. Liquidator reserve the right to reject the EOI of any Prospective Bidder and not shortlist in case:
- (a) The Prospective Bidder does not meet the eligibility criteria set out herein;
 - (b) If the EOI submitted by the Prospective Bidder is incomplete or the Prospective Bidder does not submit the documents as required under this Invitation for EOI or does not submit such further documents or information as requested by the Liquidator for conducting due diligence of Prospective Bidder;
 - (c) If any information/record provided is false, incorrect, inaccurate or misleading;
 - (d) If in the opinion of the Liquidator, the Prospective Bidder or Shortlisted Bidder is undesirable or not credible or if the Prospective Bidder or Shortlisted Bidder fails to provide information, if requested, to establish its credibility, eligibility or ability to purchase the Corporate Debtor or its business as a going concern.
8. No oral conversations or agreements with the Liquidator or any agent, representative or advisor of the Liquidator or any official, agent or employee of the Corporate Debtor shall affect or modify any terms of this Invitation for EOI.
9. Neither the Prospective Bidder nor any of representatives of the Prospective Bidder or Shortlisted Bidder shall have any claims whatsoever against the Liquidator or its representative or advisors arising out of or relating to this Invitation for EOI.
10. By submitting its EOI, each Prospective Bidder shall be deemed to acknowledge that it has carefully read the entire Process Document and has fully informed itself as to all

existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.

11. By submitting the EOI, the Prospective Bidder represents to the Liquidator that it has obtained all the requisite corporate authorizations and regulatory approvals required for submission of the EOI.
12. By submitting the EOI, the Prospective Bidder represents that the submission of EOI by the Prospective Bidder is in compliance with the requirements of the Applicable Laws including the I&B Code and regulations made thereunder.
13. The Prospective Bidder shall make other disclosures required to establish and assess the eligibility of the Bidder under the Code and including under Section 29A of the Code along with any supporting documents confirming the same, as and when required by the Liquidator. Notwithstanding anything contained to the contrary herein, the Liquidator may request any other information from the Bidder as may be required.
14. All the EOIs received will be reviewed by the Liquidator in consultation with its advisors and the Stakeholders Committee and the name of Shortlisted Bidder shall be shared in accordance with the Code and the Liquidation Process Regulations.
15. Any cost, expenses or charges pertaining to submission of EOI along with all required documents and proofs and the costs of due diligence and site visit, if any, shall be borne by the Prospective Bidder and in no case the Liquidator or the Corporate Debtor be liable to reimburse or pay such costs, expenses or charges whether the Prospective Bidder is shortlisted for submission of bids or not.
16. The Prospective Bidder acknowledges that the Liquidator and his advisors is neither providing any representation, indemnity or warranty express or implied regarding the

status of business, the business prospects or assets the Corporate Debtor nor do they have any obligation to give such representation, indemnity or warranty in relation to the Corporate Debtor and the Liquidator / his advisors assume no liability whatsoever in this respect.

17. The Liquidator, his advisors and their representatives shall not accept any responsibility or liability whatsoever in respect of any statements or omissions herein, or of the accuracy, correctness, completeness or reliability of information in the EOI/Invitation for EOI or incur any liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, equity or otherwise, even if any loss or damage is caused to any of the Prospective Bidders by any act or omission on their part.
18. The Prospective Bidder acknowledges that no guarantee or warranty is provided on the time period for completion of the Transaction and/or Liquidation Process Period.
19. The Prospective Bidder shall indemnify and hold harmless the Liquidator and his representatives and advisors, unconditionally and irrevocably in the event of any losses, claims or actions, costs or expenses which may arise against the Liquidator or his advisors for reasons attributable to the Prospective Bidder in relation to EOI.
20. The Prospective Bidder shall not (unless required by any law for the time being in force) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Corporate Debtor's assets or to any matter with which the Corporate Debtor may be concerned, unless have previously applied to and obtained the written permission from the Liquidator.
21. The Prospective Bidder shall make itself or its representative available as and when required by Liquidator to explain any query or provide any clarification about the information submitted by it.

22. The Prospective Bidder shall not accept or offer any present, commission or any sort of gratification in cash or kind from/ to any person having dealing with the Corporate Debtor/Liquidator and if it is offered any, it shall immediately report the same to the Liquidator.
23. The Bidding process may undergo changes if any Scheme of Compromise or Arrangement submitted by any Shortlisted Bidder is required to be considered in accordance with the provisions of applicable laws and Regulation 2B of the Liquidation Process Regulations.
24. In no circumstances the Prospective Bidder or their officers, employees, agents and professional advisers should make contact with the employees, customers, agents or suppliers of the Corporate Debtor until permission to do so is given in writing by the Liquidator.
25. By submitting EOI, the Bidder shall be deemed to have read and accepted the terms of this Invitation for EOI and shall be deemed to be bound by it.

ANNEXURE - A

FORMAT FOR EXPRESSION OF INTEREST FOR PURCHASE OF
KWALITY LIMITED (IN LIQUIDATION)

(to be executed on the letter head of the company)

Date:

To,

Mr. Shailendra Ajmera, Liquidator

(Appointed by the NCLT, Bench III, New Delhi for Kwality Limited (In
Liquidation)

Subject: Expression of Interest ("EOI") by prospective bidder ("Bidder") for Kwality Limited ("Kwality") under Liquidation in terms of Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Liquidation Process) Regulation, 2016.

Dear Sir,

In response to your public advertisement in [*Insert the names of the newspaper and/or website*] on [*Insert date of the advertisement*] inviting EOI for purchase of Kwality as going concern or its business as going concern, we hereby submit our EOI together with documents mentioned in *Annexure C* of Invitation for EOI.

[Note: In the event the Prospective Bidder is a Consortium, please add the following:]

The information/documents mentioned in *Annexure B* of Invitation for EOI are also enclosed.

An affidavit confirming eligibility to submit the scheme of arrangement or compromise or plan for purchase of Corporate Debtor as going concern in the form annexed as *Annexure E* is enclosed.

We have attached necessary information requested in the format for EOI published on the website of Kwality at www.kwality.com. The information furnished by us in this EOI is true, correct and accurate to the best of our knowledge.

We understand that, Mr. Shailendra Ajmera as the Liquidator of Kwality reserves his right to decide whether or not to qualify our bid without disclosing the reason whatsoever and that bids submitted for Kwality shall be subject to approval/consultation of NCLT/ Stakeholder's Consultation Committee, in terms of the relevant provisions of the Insolvency and Bankruptcy Code, 2016 and Insolvency and Bankruptcy Board of India (Liquidation Process) Regulation, 2016.

Sincerely yours,

On behalf of (Insert name of the entity submitting the EOI)

Signature:

Name of signatory:

Designation:

Company stamp

ANNEXURE-B**DETAILS OF THE BIDDER/LEAD MEMBER OF THE CONSORTIUM****1.1 Name and details of the Bidder**

Name:

Address:

Telephone No:

Fax:

Email:

1.2 Date of incorporation/establishment of Bidder:**1.3 Core area of expertise of the Bidder:****1.4 Contact Person:**

Name:

Designation:

Mob. /Tel. No:

Email:

1.5 PAN No.:**1.6 GST No.:**

ANNEXURE - C

LIST OF SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

- (a) Profile of the Bidder/Lead Member containing experience of the Bidder in the relevant sector.
- (b) Legal Documents: Copies of certificate of incorporation/registration and constitutional documents of the Bidder.
- (c) For Net Worth: Statutory Auditor's Certificate declaring net worth of the Bidder/ each member of consortium as on _____.
- (d) Balance Sheets (Standalone and/or Consolidated, wherever applicable) for last 3 Financial Years.
- (e) Board Resolution/Power of Attorney authorising the signing and submission of EoI and related documents (in favour of Lead Member by each member in case of Consortium).
- (f) A notarized affidavit from authorised signatory of the Bidder/each member of the Consortium stating that it:
 - is eligible to bid for the Corporate Debtor under the provisions of the Insolvency and Bankruptcy Code, 2016.
 - is a 'fit and proper' person and not under any legal disability to be purchaser of Corporate Debtor under the applicable laws.

- has not been declared as a "wilful defaulter", non-cooperative borrower', 'non-impaired asset' or 'non- performing asset'.

(g) Proof of payment of non-refundable process participation fees.

ANNEXURE - D

NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)

This Confidentiality Agreement is dated [•] 2021 between:

[•], a company/LLP incorporated under the laws of [•] and having its registered office at [•] (hereinafter referred to as "Receiving Party", which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns);

AND

Kwality Limited (In Liquidation), a company incorporated under the laws of India and having its registered office at KDIL House, F-82, Shivaji Place, Rajouri Garden, New Delhi West, Delhi - 110027, India, through the Liquidator (hereinafter referred to as "Disclosing Party", which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns);

WHEREAS the Disclosing Party intends to disclose certain information to the Receiving Party regarding **Kwality Limited (In Liquidation)** for the purpose of conducting a Due diligence on the Disclosing Party;

AND WHEREAS the Receiving Party has agreed to keep the information confidential on the terms of this Agreement;

NOW THEREFORE in consideration of the foregoing and the mutual agreements contained in this Agreement (the receipt and adequacy of which are acknowledged), the Parties agree as set forth below.

a. **Defined Terms.**

As used in this Agreement, the following terms have the meanings set forth below.

"**Affiliate**" means, in respect of a Party, any Person (other than a natural person) which (a) is controlled directly or indirectly by such Party, or (b) is directly or indirectly controlled by a Person which directly or indirectly controls such Party. "Control" means the right to appoint majority of directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements or in any other manner.

"**Applicable Laws**" shall mean all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, 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 I&B Code, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, Foreign Exchange Management Act, 1999, regulations and rules prescribed by the Securities and Exchange Board of India ("SEBI"), each as amended from time to time.

"**Agreement**" means this confidentiality agreement, as amended, modified, restated, replaced or supplemented from time to time.

"**Bidder**" shall mean person(s) interested in the purchase of the Corporate Debtor or its business on a going concern basis.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any

days on which major banks are closed for business in India.

"Confidential Information" means all information relating to Disclosing Party's business, operations, assets, liabilities, plans, prospects and affairs, which has been or is disclosed to or acquired by the Receiving Party regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as "confidential".

"Corporate Debtor" shall mean Kwality Limited.

"Definitive Agreements" shall mean the binding agreement(s), to be entered into by the Successful Applicant for the purposes of implementing the Approved Resolution Plan.

"Law" means any applicable law, statute, code, constitution, treaty, ordinance, order, decree, directive, rule, published policy, regulation or decision of any competent judicial, legislative, administrative, ministerial, departmental or regulatory body or authority or by the rules, policies or other requirements of any relevant stock exchange.

"Notice" has the meaning specified in Clause 9 hereof.

"Party" means either **Receiving Party** and **Disclosing Party** and any other Person who may become a party to this Agreement. These parties may be referred to individually as "Party" or collectively as "Parties". Reference to a Party includes such Party's Representatives and affiliates and their Representatives.

"Person" means a natural person, partnership, limited partnership, limited liability partnership, and corporation, limited liability Corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental or other regulatory entity, and pronouns have a

similarly extended meaning.

"Process Document" shall mean this document including all the annexures hereto, on behalf of the Liquidator, for the purposes of advising / assisting the Liquidator in selecting the Successful Bidder and shall include all supplements, modifications, amendments, alterations or clarifications thereto.

"Representative" means any director, officer, employee, agent, or advisor of that Party, including accountants, counsel, lenders, consultants and financial advisors.

"Required Approvals" shall mean the approvals, consents, no-objections and sanctions required to be obtained by the Bidder(s) under Applicable laws.

"Successful Bidder" shall mean the bidder whose bid is shortlisted and declared as successful/ highest.

"Work Papers" means all notes, analyses, compilations, forecasts, data, studies, interpretations, or other documents prepared by, on behalf of or for the benefit of, the Receiving Party that contain, reflect, summarize, analyze, discuss or review any Confidential Information.

b. Interpretation

In this Agreement, the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The expression "Clause" or other subdivision followed by a number mean and refer to the specified Clause or other subdivision of this Agreement. Words referencing the singular include a reference to the plural and *vice versa*.

c. Non-Disclosure of Confidential Information.

- i. The Receiving Party will keep strictly confidential all Confidential Information and Work Papers and will not, and will cause its Representatives not to, disclose or use such Confidential Information or Work Papers except as permitted by this Agreement.
- ii. The restrictions set out in Clause 3(a) do not apply to Confidential Information or any part of it that:
 1. is or becomes generally available to the public other than as a result of disclosure directly or indirectly by the Receiving Party;
 2. is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party;
 3. is or was independently acquired or developed by the Receiving Party, its affiliates or their respective Representatives without violating its obligations under this Agreement or any other obligation of confidentiality it may have to the Disclosing Party;
 4. is required to be disclosed by Law, unless such Law permits the Receiving Party, its affiliates or their respective Representatives to refrain from making such disclosure for confidentiality or other reasons; or
 5. the Disclosing Party has expressly permitted in writing that the particular Confidential Information may be disclosed.
- iii. The Receiving Party may disclose Confidential Information and its Work Papers to its Representatives but only to the extent that its Representatives need to know the Confidential Information or Work Papers for purposes of

evaluating such Confidential Information or Work Papers and have been informed of the confidential nature of the Confidential Information and Work Papers and agree to be bound by and act in accordance with the confidentiality provisions of this Agreement.

- iv. The Receiving Party acknowledges that it and its Representatives are bound by all applicable privacy law with respect to any personal information disclosed under this Agreement.
- v. The Receiving Party hereby acknowledges that it is aware, and that the Receiving Party will advise its Representatives who are informed as to the matters that are the subject of this Agreement, that applicable securities laws prohibit any person who has material, non- public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of the Disclosing Party, including an affiliate, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
- vi. The Receiving Party is responsible for any breach by its Representatives of any of the provisions of this Agreement whether or not they have agreed in writing to be bound by such provisions. The Receiving Party will, at its sole expense, take all reasonable measures to ensure that its Representatives do not breach any of the provisions of this Agreement.
- vii. If the Receiving Party is required to make disclosure of any or all of the Confidential Information and/or its Work Papers pursuant to Law it will (unless otherwise prohibited by Law and to the extent possible), after consultation with the Disclosing Party:
 1. give the Disclosing Party Immediate Notice of the requirement and the proposed content of any disclosure;

2. at the costs of the Disclosing Party, co-operate with the Disclosing Party in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the Disclosing Party deems necessary to preserve the confidentiality of the Confidential Information; and
3. disclose only that portion of the Confidential Information and its Work Papers that it is, in the written opinion of the Receiving Party's counsel, legally compelled to disclose.

d. Handling and Return of Confidential Information.

- i. The Receiving Party will keep a written record of the subject and location of all Confidential Information disclosed to it and a list of Representatives to whom Confidential Information has been disclosed and will provide a copy of the record and list immediately to the Disclosing Party upon request.
- ii. Confidential Information shall be only for review by the Receiving Party and its Representatives. The Receiving Party may not remove any proprietary, copyright, trade secret or other legend from any of the Confidential Information.
- iii. After the completion of liquidation process under the IBC, the Receiving Party will and will cause its Representatives to, within 7 Business Days of the Notice:
 1. Return to the Disclosing Party or destroy all Confidential Information without retaining any copies;
 2. destroy all copies of Work Papers in its possession; and certify to the Disclosing Party in writing that this Clause 4(c) has been complied

with by the Receiving Party.

- iv. Notwithstanding the foregoing, neither the Receiving Party or its Representatives are required to return or destroy the Confidential Information to the extent that it is obliged by any law, court of competent jurisdiction, competent regulatory agency or authority, applicable compliance procedures or the rules of any stock exchange to keep them;
- v. Notwithstanding the return or destruction of Confidential Information and Work Papers, the Receiving Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations here under.

e. No Representation or Warranty.

- i. The Disclosing Party and the Receiving Party makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information provided by it or with respect to the infringement of patents, trade-marks, copyrights, or other intellectual property rights respecting such Confidential Information, or of the rights of any other Person.
- ii. The Disclosing Party is not liable to the Receiving Party or to any other Person for any losses, liabilities, damages, claims, demands, fines, penalties or expenses resulting from, connected with or arising out of the Receiving Party's use of the Confidential Information. This Agreement does not benefit or create any right or cause of action in, or in favour of, any Person other than the Receiving Party or its Representative and shall exclude any rights under legislative provisions conferring rights under a contract to persons not a party to that contract. Only the Parties are entitled to rely on its provisions in any action, suit, proceeding, hearing or other forum subject to clause5(d)

- iii. To the extent that any Confidential Information is owned by the Disclosing Party, it will remain the exclusive property of the Disclosing Party. Nothing in this Agreement or in the disclosure of any Confidential Information confers any interest in the Confidential Information on the Receiving Party.
- iv. The Receiving Party shall not be held liable for any damages/ liabilities arising out of the use of confidential information or the accuracy of the confidential information.

f. Remedies.

- i. In the event of a breach of a Party's obligations under this Agreement, that Party must, immediately following discovery of the breach, give Notice to the other Party of the nature of the breach. The breaching Party must, upon consultation with the other Party, take all reasonable measures to limit the extent of the breach.
- ii. The Receiving Party acknowledges that the Disclosing Party shall be irreparably injured by breach of this Agreement which could not be adequately compensated by damages. The Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be exclusive remedies but shall be in addition to all other remedies available in law or in equity including damages.
- iii. The rights and remedies provided in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity. All such rights and remedies may be exercised from time to time, and as often and in such order as the applicable Party deems appropriate.
- iv. Each Party shall have a duty to use all reasonable endeavor to mitigate its loss and damage arising on account of the breach or default by the other

Party.

- v. Except as may be otherwise provided in this Agreement, or breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement. However, the provision of clause 7(e) shall survive the termination of the agreement.
- vi. Subject to the foregoing provisions of this Clause 6, if the Receiving Party or any of its Representatives is in default or breach of its obligations under this Agreement, the Receiving Party shall indemnify the Disclosing Party from and against any direct cost, loss, expense, liability, claim or damage which the Disclosing Party incurs or suffers as a result of any such default or breach. Notwithstanding the forgoing, in no event, shall the Receiving Party be liable for any consequential, punitive, special, exemplary or other similar damages.

g. Other Covenants and Agreements.

- i. The Parties irrevocably undertake not to circumvent, avoid, bypass or obviate each other, directly or indirectly and agree on customer and partner protection for all mutual named customers and partners. By signing this agreement, the parties commit to each other not to contact the partners and customers of the other party or to start any business activity, directly or via third parties, without previous written consent.
- ii. The Parties shall not disclose any contact revealed by either Party to any third Parties, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by the other Party who made the contact(s) available.
- iii. In the event of circumvention by any of the undersigned Parties, whether

direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation

- iv. Nothing in this Agreement nor the disclosure of Confidential Information to the Receiving Party creates any agency, partnership, joint venture, and representative or employment relationship between the Parties.
- v. The obligations of the Parties under this Agreement shall continue and shall be binding for 3 years from the dissolution of the Corporate Debtor.

h. Acknowledgements of Receiving Party.

Each Party acknowledges and agrees that, notwithstanding any other provisions of this Agreement, all contacts by one Party and its Representatives with the other Party regarding the Confidential Information shall be made through each Party's authorized representative, and one Party and its Representatives shall not contact any other employee of the other Party unless expressly authorized.

i. Miscellaneous.

- i. Any notice, consent, direction or other communication (each a "Notice") given regarding the matters contemplated by this Agreement must be express and in writing, sent by personal delivery, courier or facsimile (but not by electronic mail) and addressed to:

Receiving Party Name:

Address:

Attention:

Designation:

Telephone/Mobile No:

Email Id:

Disclosing Party Name:

Kwality Limited (In Liquidation)

Address: KDIL House, F-82, Shivaji Place, Rajouri Garden, New
Delhi West, Delhi - 110027, India.

Attention: Mr. Shailendra Ajmera

Designation: Liquidator, Kwality Limited (In Liquidation)

Email Id: liquidator.kwality@in.ey.com

A Notice is deemed to be delivered and received (1) if sent by personal delivery or service courier, on the date of delivery, or (2) if sent by facsimile, on the day following the date of confirmation of transmission by the originating facsimile, or (3) if sent by e-mail, on the day the e mail was sent.

- ii. Except as otherwise expressly provided in this Agreement, each Party will pay for its own fees, costs and expenses incurred in connection with this Agreement. The fees, costs and expenses referred to in this are those that are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, including the fees, costs and expenses of counsel, financial advisors, bankers, lenders and accountants.
- iii. No waiver of any provision of this Agreement constitutes a waiver of any other provision (whether or not similar). No waiver is binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement is not a waiver of that right. A single or partial exercise of any right does not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.
- iv. This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions between the Parties, whether oral or written.

- v. This Agreement may only be amended, supplemented, or otherwise modified by express written agreement signed by the Parties.
- vi. Neither this Agreement, nor any of the rights or obligations under this Agreement, are assignable or transferable by a Party without the express prior written consent of the other Party.
- vii. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect. This clause has no effect if the severance alters the basic nature of this Agreement.
- viii. This Agreement and any dispute, controversy or claim arising out of, relating to, or in any way connected with this Agreement (including, without limitation, the existence, validity, performance, breach or termination thereof) shall be governed by the laws of India. Any such dispute, controversy or claim shall be fully and finally resolved by the Hon'ble NCLT.
- ix. This Agreement may be executed in two counterparts and all counterparts taken together constitute one and the same instrument. Receipt of an originally executed counterpart signature page by an electronic reproduction of an originally executed counterpart signature page by electronic mail is effective execution and delivery of this Agreement. Any Party sending a counterpart by electronic mail will also deliver the original signed counterpart to the other Party; however, failure to do so will not invalidate this Agreement.

Receiving Party

Disclosing Party

By:

By:


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ANNEXURE -E

AFFIDAVIT BY THE APPLICANT

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)

I, [name of the chairman/ managing director/ director/ authorized person of applicant, authorised by the Board of the Applicant for giving such affidavit], son of [•], aged about [•] years, currently residing at [Address to be inserted] and having Aadhaar/ Passport number [•], on behalf of [name of the Applicant] having registered office at [•] ("Applicant"), do solemnly affirm and state to Mr. Shailendra Ajmera, the Liquidator of Kwality Limited (In Liquidation) as follows:

1. That I am duly authorised and competent to make and affirm the instant affidavit for and on behalf of the Applicant in terms of the [resolution of its board of directors/ power of attorney to provide other necessary details of such authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. That the Applicant is not in-eligible to submit the proposal for purchase of Kwality Limited (In Liquidation) or its business as a 'Going Concern' basis, including by way of a Scheme for Compromise or Arrangement under Section 230 of the Companies Act, 2013, under the Insolvency & Bankruptcy Code, 2016 ("Code") read with the Insolvency & Bankruptcy Board of India (Liquidation Process) Regulations, 2016 under Section 29 A of the Code.
3. That none of the Applicant or any person acting jointly or in concert with the Applicant:
 - (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;

- (c) at the time of submission of the said proposal 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 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.

[Note: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (c), please explain why]

- (d) has been convicted for any offence punishable with imprisonment -
(i) for two years or more under any Act specified under the Twelfth Schedule of the Code; or
(ii) for seven years or more under any law for the time being in force:

[Note: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (d), please explain why]

- (e) Is disqualified to act as a director under Companies Act, 2013;

[Note: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (e), please explain why]

- (f) Is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securities market;
- (g) Has been a promoter or in the management or control of a Company 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 the Code;

[Note: If the aforesaid disqualification is not applicable to you under any proviso to Section 29A (g), please explain why]

- (h) 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;
 - (i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
 - (j) has a connected person not eligible under clauses (a) to (i), where 'connected person' means
 - (i) any person who is the promoter or in the management or control of the 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). [Note: In case this provision does not apply to you, please explain why]
3. That the Applicant unconditionally and irrevocably represents, and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit a proposal and it shall provide all documents, representations and information as may be required by the Liquidator to substantiate that the Applicant is eligible under the Code to submit a proposal for purchase of Kwality Limited (In Liquidation) or its business as a 'Going Concern' basis, including by way of a Scheme for Compromise or Arrangement under Section 230 of the Companies Act, 2013, under the Code read with the Insolvency & Bankruptcy Board of India (Liquidation

Process) Regulations, 2016.

- 4. That the Applicant unconditionally and irrevocably undertakes that it shall provide all data documents and information as may be required to verify the statements made under this affidavit.
- 5. That the Applicant understands that the Liquidator and their advisors may evaluate the proposal to be submitted by the Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Applicant under this affidavit.
- 6. If, at any time after the submission of this affidavit and before the approval of the Applicant's proposal by the Adjudicating Authority under the Code, the Applicant becomes ineligible to be an Applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Liquidator.

Solemnly affirmed at [•] on the [•] day of [•] 2021,

Before me,

Notary/Oath Commissioner

DEPONENT

VERIFICATION:

I, [name of the chairman/managing director/director/authorised person of Applicant, authorized by the Board of the Applicant company (in case of a company) for giving such affidavit], the deponent above named, on behalf of [name of the Applicant], currently residing at [•], do hereby solemnly state on oath and declare and verify that the contents of the above affidavit are true, correct and complete to the best of my knowledge and nothing material has been concealed therein.

Verified at [•], on this the [•] day of [•] 2021

DEPONENT

ANNEXURE - 'E'
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PROCESS MEMORANDUM

Invitation for bids for sale of Kquality Limited (In Liquidation) or its business as a 'Going Concern' under the provisions of Insolvency and Bankruptcy Code, 2016 read with the Insolvency & Bankruptcy Board of India (Liquidation Process) Regulations, 2016 for Kquality Limited (In Liquidation) pursuant to the Order dated 11th January 2021 passed by the Hon'ble Adjudicating Authority, National Corporate Debtor Law Tribunal, Bench III, New Delhi directing initiation of liquidation process.

15 April 2021

Issued by -

For Kquality Limited (In Liquidation)

Shailendra Ajmera

Liquidator

Registration No.: IBBI/IPA-001/IP-P00304/2017-18/10568

(Kquality Limited is undergoing Liquidation Process as per the provisions of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench-III.)

Address: Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi – 110037

Email Id: liquidator.kquality@in.ey.com


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Issued to All Applicant(s)

Terms and conditions, deadlines etc. for participating in the electronic auction are provided in the Process Memorandum and is non-transferable.


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DISCLAIMER

This Process Memorandum (as defined herein) is issued by the Liquidator (as defined herein) for the Corporate Debtor (as defined herein) to provide general information only without regard to specific objectives, suitability, financial situations and the requirements of any particular person. The purpose of this document is to set out the process for submitting Bids (as defined herein) in the E-Auction (as defined herein) for sale of the Corporate Debtor or its business as going concern in accordance with the IBC (as defined herein) and the Regulations (as defined herein).

Nothing herein or in materials relating to the Process Memorandum is intended to be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator. This Process Memorandum is not personal and specific to each Applicant(s) (as defined herein). Neither this Process Memorandum nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This Process Memorandum does not solicit any action based on the material contained herein.

The information in this Process Memorandum, which does not purport to be comprehensive, is provided by the Corporate Debtor and has not been independently verified by the Liquidator. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, the Corporate Debtor or by any of its officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this Process Memorandum or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed. In so far as the information contained in this Process Memorandum includes current or historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this Process Memorandum, the Applicant shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator. This Process Memorandum has not been filed, registered or approved and will or may not be filed, registered, reviewed or approved by any statutory or regulatory authority in India, including the Adjudicating Authority (as defined herein), or by any stock exchange in India or any other jurisdiction. This Process Memorandum has not been approved, reviewed or recommended by Securities Exchange Board of India.

This Process Memorandum and information contained herein or disclosed pursuant to the terms of this Process Memorandum or any part of it does not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without prior written approval from the Liquidator. Distributing or taking / sending / dispatching / transmitting this Process Memorandum in certain foreign jurisdictions may be restricted by law, and Persons (defined herein) into whose possession this Process Memorandum comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, directors, employees, agents, representatives or managers of the E-Auction (as defined herein), and any other connected process, shall be liable for any damages, whether direct or indirect, incidental, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this Process Memorandum, including for the Auction Participant (as defined herein) not being selected as a Successful Bidder (as defined herein) or on account of any decision taken by the Liquidator.

The Liquidator and/or the Corporate Debtor gives no undertaking to provide the recipient with access to any additional information or to update this Process Memorandum or any additional information, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any Auction Participant. The issue of this Process Memorandum shall not be deemed to be any form of commitment on the part of the Liquidator or the Corporate Debtor to proceed with any transaction.

In addition to the provisions set out in this Process Memorandum, the Applicant shall be responsible for fully satisfying the requirements of Applicable Laws (as defined herein), including the IBC and the Regulations, that are or may be applicable on the Applicant or the E-Auction process. The Applicant shall also be responsible for


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obtaining requisite regulatory or other approvals, if any, that are or may be required under Applicable Laws and nothing contained in this Process Memorandum shall be deemed to relieve, wholly or partially, directly or indirectly, any Applicant from compliance with Applicable Laws including the IBC and the Regulations, and/ or any instrument having the force of law as may be applicable. Nothing in this Process Memorandum shall be construed as, or operate either, wholly or in part, as exempting any Applicant from complying with Applicable Laws.

By procuring a copy of this Process Memorandum, the recipient accepts that the terms of the Disclaimer (as defined herein) and Annexures (as defined herein) form an integral part of this Process Memorandum and are binding on Applicants even if the terms set out herein and in the Annexures are not reiterated in any other portion of the Process Memorandum. Further, no Person, including the Auction Participant, shall be entitled under any Applicable Laws, tort, principles of restitution, unjust enrichment or otherwise to claim any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Process Memorandum, shared pursuant to the terms of the Process Memorandum or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this Process Memorandum and any assessment, assumption, statement or information contained herein or deemed to form part of the Process Memorandum. The Liquidator, Corporate Debtor, and their advisors, affiliates, directors, employees, agents, representatives or managers do not have any responsibility or liability for any information or opinions in the Process Memorandum or shared pursuant to the terms of the Process Memorandum, and therefore, any liability or responsibility is hereby expressly disclaimed.

In no circumstances shall Applicant or its officers, employees, agents and professional advisers make any contact, direct or indirect, by any mode whatsoever, with the management, employees, customers, agents or suppliers of the Corporate Debtor until the Liquidator gives permission to do so in writing.

The sale of Corporate Debtor or its business as going concern shall take place on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse basis". The Liquidator does not take or assume any responsibility for any shortfall, defect or shortcoming in the Corporate Debtor, its business or assets in any circumstance whatsoever, and irrespective of whether the said shortfall, defect or shortcoming was within the knowledge of any Applicant at the time of submission of Bid(s). The Liquidator is not bound to respond to the requests for information made by any Applicant.

This Process Memorandum is neither transferable nor assignable.


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1. IMPORTANT INFORMATION

- 1.1. This Process Memorandum has been issued with the intent to carry out the E-Auction of the Sale of Kwaliti Limited or its business, as a "going concern" in accordance with Regulation 32 (e) and (f) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Process Regulations").
- 1.2. All information provided in this Process Memorandum should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this Process Memorandum and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall prevail.
- 1.3. The information contained in this Process Memorandum 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 set out in this Process Memorandum.
- 1.4. This Process Memorandum is neither an agreement nor an offer by the Liquidator to the Applicant(s) or any other Person. The purpose of this Process Memorandum is to provide Applicants(s) with information that may be useful to them in making their bids pursuant to this Process Memorandum. The assumptions, assessments, statements and information contained in the Process Memorandum may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations, due diligence, analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Process Memorandum or shared information pursuant to the terms of this Process Memorandum and obtain independent advice from appropriate sources.
- 1.5. Information provided in this Process Memorandum to Applicant(s) has been collated from several sources. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no responsibility for the accuracy or otherwise for any statement contained in the Process Memorandum.
- 1.6. The Liquidator, makes no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations, tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Process Memorandum or otherwise.
- 1.7. The Liquidator also accepts no liability of any nature whatsoever arising from reliance of any Applicant upon the statements contained in this Process Memorandum.
- 1.8. The Liquidator may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Process Memorandum, by way of notice to be uploaded on the website of the corporate debtor.
- 1.9. The issue of this Process Memorandum does not imply that the Liquidator is bound to select a Bidder or to appoint any particular Bidder as a Successful Bidder. The Liquidator reserves the right to reject all or any of the Bidder(s) or Bid(s), at any stage, without assigning any reason whatsoever.
- 1.10. The sale of the Corporate Debtor or its business, as a "going concern" in accordance with Regulation 32 (e) and (f) of Liquidation Process Regulations shall be undertaken by Right2Vote(**E-Auction Service Provider**), an e-auction service provider appointed by the Liquidator. The E-Auction shall be conducted 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	Shailendra Ajmera (as Liquidator for Kwaliti Limited)


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Website of E-Auction service provider	https://right2vote.in/
Service Provider	Right2Vote
Annexures	<ol style="list-style-type: none"> 1. Annexure A – Application form 2. Annexure B – Affidavit on eligibility as per section 29 A of IBC. 3. Annexure C - Eligibility as per section 29A of IBC. 4. Annexure D – Earnest Money Back Guarantee. 5. Annexure E – Earnest Money Payment letter by an Associate (as defined in Annexure E). 6. Annexure F – Confidentiality Undertaking. 7. Annexure G – Description of the Assets.
Special Instructions	Bidding is a serious matter and last-minute bidding may lead to lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Applicant irrespective of whether the lapses are accidental / beyond the Applicant's control.

1.11. All terms and conditions with respect to the sale of the Corporate Debtor or its business, as a "going concern" shall be governed in accordance with the Applicable Laws. The Liquidator shall exercise all rights with respect to sale and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary so as to enable the sale process.

1.12. This Process Memorandum is neither transferable nor assignable.

1.13. The Disclaimer and the Annexures to this Process Memorandum form an integral part of the Process Memorandum. The Process Memorandum shall always be read in conjunction with the Disclaimer and the Annexures.

2. DEFINITIONS

2.1. **Adjudicating Authority** or NCLT shall mean the New Delhi Bench of the National Company Law Tribunal;

2.2. **Annexures** shall mean Annexures A to G, which form part of the Process Memorandum;

2.3. **Applicable Laws** shall mean all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, circulars and orders made from time to time and in force and effect by any Government, Adjudicating Authority, statutory authority, tribunal, board, court or other body applicable for such transactions including but not limited to the IBC and the rules and regulations framed thereunder, Companies Act, 1956 / 2013 (as applicable), Transfer of Property Act, 1882, Sale of Goods Act, 1930, Competition Act, 2002 and Foreign Exchange Management Act, 1999, whether in effect as of the date of this Process Memorandum or thereafter and each as amended from time to time;

2.4. **Application Form** shall mean the application form for participation in the E-Auction as set out in Annexure A;

2.5. **Applicant(s)** shall mean any Person(s) interested in participating in the E-Auction and the Person(s) who submit the Application Form, individually or jointly, in accordance with the terms of the Process


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Memorandum. It is clarified that if two or more Applicants submit an Application Form jointly, they shall be referred to as **Applicant** (singular) in this Process Memorandum;

- 2.6. **Assets** means the assets of the Corporate Debtor as specified in clause 10 of this Process Memorandum;
- 2.7. **Associate Applicant** shall mean any Person other than the Applicant who deposits the Earnest Money in the bank account specified in clause 7.7 of the Process Memorandum;
- 2.8. **Auction Participant(s) or Bidder(s)** mean, Person or Persons who submitted a bid as per the Process Memorandum; and shall include Eligible Bidder(s) or the Successful Bidder, as the case may be, and as the context requires;
- 2.9. **Bid(s)** means, any bid submitted by the Bidder(s) as per the terms of the Process Memorandum and in accordance with the provisions of the IBC read together with the Liquidation Process Regulations and other Applicable Laws;
- 2.10. **Corporate Debtor** means Kquality Limited (In Liquidation);
- 2.11. **Confidentiality Undertaking** means the undertaking set out in Annexure G of the Process Memorandum;
- 2.12. **Data Room Link:** shall mean the online drive (data room) maintained by the Liquidator, i.e., link to be shared after execution of Non-Disclosure/Confidentiality Agreement.
- 2.13. **Disclaimer** means the disclaimer to the Process Memorandum, which forms an integral and inseparable part of the Process Memorandum;
- 2.14. **E-Auction** shall mean an electronic public auction process conducted on the website of the E-Auction Service Provider for sale of the Corporate Debtor or its business, as a "going concern" under the IBC and the Liquidation Process Regulations, and in the manner set out in the Process Memorandum
- 2.15. **E-Auction Service Provider** shall mean Right2Vote, an e-auction service provider appointed by the Liquidator;
- 2.16. **Earnest Money** shall mean INR 7 Crores (approximately 5 % of the reserve price for the Corporate Debtor)
- 2.17. **Earnest Money BG** shall mean the bank guarantee equivalent to the Earnest Money submitted by the Applicant, individually or jointly, in the format provided in Annexure D.
- 2.18. **Eligible Bidder(s)** shall mean the Applicant(s) who are eligible to submit Bid(s) in terms of this Process Memorandum, provisions of IBC and provisions of the Liquidation Process Regulations;
- 2.19. **Government** shall include the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same and any local or other authority exercising powers conferred by Applicable Laws and shall include, without limitation, the IBBI;
- 2.20. **IBBI** means Insolvency and Bankruptcy Board of India;
- 2.21. **IBC** shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time;
- 2.22. **Letter of Intent or LOI** shall mean the letter issued by the Liquidator to the Successful Bidder stating that its Bid is the highest and has been approved by the Liquidator in accordance with the IBC, Liquidation Process Regulations and the Process Memorandum;


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- 2.23. **Liquidation Process Regulations** means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- 2.24. **Liquidator** means Mr. Shailendra Ajmera, an insolvency professional (IBBI Reg. No: IBBI/IPA-001/IP-P00304/2017-18/10568), appointed as the Liquidator for the Corporate Debtor in accordance with section 34 of the IBC;
- 2.25. **Person** shall mean a natural person, 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;
- 2.26. **Platform** shall mean <https://right2vote.in/> _the website portal of the E-Auction Service Provider;
- 2.27. **Process Memorandum** means this document including the Disclaimer and Annexures, for the purposes of setting out the process for submission of a Bid, selection of a Successful Bidder and the process thereafter 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;
- 2.28. **Reserve Price** means the minimum price for sale of the Corporate Debtor or its business fixed in accordance with the IBC and the Liquidation Process Regulations by the Liquidator in clause 10 of the Process Memorandum;
- 2.29. **Site** shall mean all the immovable and moveable properties including factories, plant and machinery owned by Corporate Debtor at location Softa Tehsil & District Palwal, Haryana and Dibai Tehsil & District Bulandshahr, Uttar Pradesh for the purposes of conducting business in India;
- 2.30. **Successful Bidder or Successful Auction Participant** means, the Eligible Bidder whose Bid is approved and who is declared successful by the Liquidator in accordance with clause 14 of the Process Memorandum;
- 2.31. **Virtual Data Room or VDR** mean the virtual data room maintained by the Liquidator or any Person on his behalf, created for Persons(s) who have submitted a Confidentiality Undertaking, to access information in relation to the Assets.

3. INTRODUCTION

- 3.1. The liquidation process for the Corporate Debtor has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 11 January 2021. Vide the said order, the Liquidator was appointed.
- 3.2. The Liquidator endeavours to sell the Corporate Debtor or its business, as a "going concern" in accordance with Regulation 32 (e) and (f) of Liquidation Process Regulations in the E-Auction. The E-Auction shall be conducted in the manner specified in the Process Memorandum and in accordance with the terms in Schedule I 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 or NCLAT in respect of the liquidation process of the Corporate Debtor and in the manner specified in this Process Memorandum.
- 3.3. In addition to the terms of this Process Memorandum, the Applicant(s) are encouraged to acquaint themselves 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.


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4. OVERVIEW OF THE CORPORATE DEBTOR

Kwality Limited (In Liquidation) was incorporated on 21st August 1992. The registered office of the Corporate Debtor is at KDIL House, F-82, Shivaji Place, Rajouri Garden, New Delhi West, Delhi - 110027, India. The Corporate Debtor is engaged in the business of milk and dairy products. The Corporate Debtor has two owned milk processing units in the States of Uttar Pradesh and Haryana, the details whereof are as under:

SI No.	Location	Milk handling capacity in lac liters per day*	Products, which can be catered to by the Manufacturing facility	Current Status
1	Softa, Haryana	21	Pouched milk, UHT toned milk, butter, ghee, cream, curd, flavored milk, milk powder, and buttermilk/ chaach. With limited investment, Cheese assembly line can be made operational.	Operational
2	Dibai, Uttar Pradesh	3	Milk, butter/ghee and milk powder	Non-operational

*Bidders are expected to carry out their own technical assessment

The Corporate Debtor is a listed Company and its shares are listed on Bombay Stock Exchange ('BSE') and National Stock Exchange ('NSE'). As on 5 February 2021 the closing share price on the Corporate Debtor is INR 2.73 at BSE and INR 2.70 at NSE. However, currently the trading of the shares of the Corporate Debtor has been suspended by both BSE & NSE.

Presently, the Corporate Debtor is operating as a going concern under the supervision of the Liquidator. As on 5th February 2021, there are ~ 168 own employees/ workmen on the payroll of Corporate Debtor.

Currently, the Corporate Debtor is catering to B2B customers (primarily institutional customers like 'Britannia', 'Canteen Stores Department', 'Dr Oetker', 'Dabur' etc) and Job work given the financial & regulatory constraints to maintain going concern. Order book visibility is on short term basis and was ~ 467 MT (includes Ghee, Butter & Milk Powder) as on 3rd February 2021 besides the job work.


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5. SUBMISSION OF APPLICATION FORMS

- 5.1. Applicant(s) must submit the Application Form by way of an email to liquidator.kwality@in.ey.com, individually or jointly, along with the supporting documents listed in the Application Form and in accordance with the terms of the Process Memorandum and instructions in the Application Form..
- 5.2. The original hard copy of the Earnest Money BG is to be delivered to the Liquidator, by any mode that the Applicant deems fit, within five days from the last date for submission of the Application Form.
- 5.3. The Liquidator reserves the right to seek clarifications or additional documents / information, at any time prior to completion of the E-Auction, from the Applicant(s).
- 5.4. Applicant(s) must deliver the original hard copy of the affidavit affirming that they meet the eligibility criteria set out in section 29A of the IBC, by any mode that the Applicant deems fit, within five days from the last date for submission of the Application Form. The affidavit must be notarised and be in the format set out in Annexure B.

6. ELIGIBILITY

- 6.1. An Applicant shall be disqualified from participating in the E-Auction if:
 - a) They fail to meet the eligibility criteria set out in section 29A of the IBC, which is also set out in Annexure C;
 - b) There is any breach of the terms of this Process Memorandum;
 - c) They fail to deliver original hard copies of the Earnest Money BG and/or the affidavit affirming that they meet the eligibility criteria set out in section 29A of the IBC, within the timelines prescribed in this Process Memorandum;
 - d) The Application Form or the documents submitted along with the Application Form are incomplete;
 - e) The Applicant makes any misrepresentation or conceals material information;
 - f) The Applicant fails to submit any additional information, clarifications or documents sought by the Liquidator within the timelines prescribed by the Liquidator;
 - g) The Applicant fails to extend the validity of the Earnest Money BG as and when requested by the Liquidator and within the timelines specified by the Liquidator;
 - h) The Applicant fail to deposit the Earnest Money in accordance with clause 7 of the Process Memorandum;
 - i) Two or more Applicant(s) form cartel.

7. EARNEST MONEY

- 7.1. Applicant(s), individually or jointly, are required to either submit the Earnest Money BG along with the Application Form or deposit, by way of a direct bank transfer (RTGS / NEFT), the Earnest Money in the bank account provided in clause 7.5.

For submission of Earnest Money BG

- 7.2. The Earnest Money BG is required to be in the format prescribed in Annexure D.


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- 7.3. The Earnest Money BG is required to be issued by any scheduled commercial bank in India.
- 7.4. The Applicant(s) shall be required to extend the validity of the Earnest Money BG as and when requested by the Liquidator and within the timelines specified by the Liquidator.

For direct bank transfer

- 7.5. The details for bank transfer of the Earnest Money are as follows:
- **BENEFICIARY: KWALITY LIMITED (IN LIQUIDATION)**
 - **NAME AND ADDRESS OF THE BANK: BANK OF INDIA, NEW DELHI LARGE CORPORATE BRANCH, NEW DELHI 110001**
 - **BANK ACCOUNT NO.: 605920110000297**
 - **IFSC CODE: BKID0006059**
- 7.6. Applicant(s) are required to submit the proof of payment of the Earnest Money along with the Application Form.
- 7.7. If the Earnest Money is deposited by an Associate Applicant, the Application Form of the Applicant must be accompanied with:
- a) A letter executed by the Associate Applicant in the format set out in Annexure E;
 - b) The documents listed in Note 1 of the Application Form;
 - c) An affidavit by the Associate Applicant declaring that it meets the eligibility criteria set out in section 29A of the IBC. The declaration must be in the format set out in Annexure B.

8. SELECTION OF ELIGIBLE BIDDERS

- 8.1. On verification of the Application Form(s) and the supporting documents, including the Earnest Money BG, submitted by the Applicant(s), the Eligible Bidder(s) shall be identified by the Liquidator.
- 8.2. The user ID and password of the Eligible Bidder(s) for accessing the Platform shall be conveyed to the Eligible Bidder(s) by the Liquidator by way of an e-mail to the e-mail address provided in the Application Form within 7 (seven) days from the last date for submission of the Application Form. The Liquidator advises the Eligible Bidder(s) to change the password to prevent any misuse. The Liquidator clarifies that it shall not be liable to the Eligible Bidder(s) in any circumstance, if there is misuse of any of the Eligible Bidder's profile (user ID and password) on the Platform due to any reason whatsoever.

9. DUE DILIGENCE, SITE VISIT AND DISCUSSION MEETINGS

- 9.1. Access to a Virtual Data Room will be provided to any Person(s) to undertake a due diligence of the Assets subject to the Person(s) submitting a Confidentiality Undertaking.
- 9.2. The Liquidator shall endeavour to provide necessary assistance for the conduct of due diligence by the Person(s) to whom access to the VDR is granted. The information and documents shall be provided by the Liquidator in good faith.
- 9.3. The Liquidator would not have verified any of the information, data or documents shared and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the data / information shared.


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- 9.4. Person(s) to whom access to the VDR is granted may request the Liquidator to arrange for a Site visit and physical verification of the Assets. Upon receipt of such a request, the Liquidator may arrange for a discussion meeting / Site visit at any time prior to the closure of the E-Auction. The details (date and time) with respect to the meeting shall be communicated by the Liquidator 3 (three) days in advance by way of an e-mail. The Liquidator reserves the right to not arrange a discussion meeting / Site visit for any reason whatsoever, irrespective of any request whatsoever.
- 9.5. The Person(s) to whom VDR access is granted may depute a team comprising of a maximum six (6) personnel for a visit to the Site. The Applicant is expected to make its own arrangements including accommodation for the Site visit. All costs and expenses incurred in relation to Site visit shall be borne by the Applicant.
- 9.6. It is hereby clarified that the Liquidator does not give any assurance or warranty of the physical condition of the Assets and their suitability for any operation that the Eligible Bidder envisages.
- 9.7. The Applicants should make their own independent inquiries regarding the encumbrances, title of Assets and claims/rights/dues/affecting the assets and should conduct their own due diligence prior to submitting their Bid. The Process Memorandum does not 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. The Liquidator shall not be responsible in any way for any third party claims / rights / dues.
- 9.8. Access to the Virtual Data Room shall stand revoked for any Person(s) who (a) have not submitted the Application Form(s) on or prior to 18:00 hours IST on 28th September 2021; or (b) are discovered as ineligible to submit a Bid pursuant to the verification of the Application Form(s) and supporting documents as contemplated under clause 8.1. Further, the Liquidator shall not be required to provide any assistance and / or respond to the requests for information of such Person(s).

10. ASSETS TO BE AUCTIONED AND RESERVE PRICE

10.1. The Assets to be auctioned are:

Asset	Reserve Price in INR crore
Sale of Corporate Debtor and its business as Going Concern	INR 140 Crores

Details of the Assets are annexed as Annexure F.

10.2. Bid(s) below the Reserve Price shall stand disqualified.

11. INVOCATION OF EARNEST MONEY BG / FORFEITURE OF EARNEST MONEY

- 11.1. The Liquidator shall be entitled to invoke the Earnest Money BG, or the Earnest Money deposited by an Applicant shall stand forfeited, upon the occurrence of any of the following events:
- The Applicant fails to meet the eligibility criteria set out in section 29A of the IBC, provided in Annexure B;
 - There is any breach of the terms of this Process Memorandum;
 - The Applicant fails to deliver original hard copies of the Earnest Money BG and/or the affidavit affirming that they meet the eligibility criteria set out in section 29A of the IBC within the timelines prescribed in this Process Memorandum;
 - The Applicant makes any misrepresentation or conceals material information;
 - The Applicant fails to extend the validity of the Earnest Money BG as and when requested by the Liquidator and within the timelines specified by the Liquidator;


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- f) The Successful Bidder fails to accept Letter of Intent in accordance with clause 15 of the Process Memorandum;
- g) The Successful Bidder fails to deposit the entire sale consideration of the Corporate Debtor within 90 (ninety) days from the date of issuance of the Letter of Intent by the Liquidator.
- h) The Successful Bidder fails to obtain the requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Laws for purchasing the Corporate Debtor.
- i) The sale certificate, conveyance deed and / or any other transfer documents as required under Applicable Laws are not executed, within 90 (ninety) days from the date of delivery of the original hard copy of the acceptance of the LoI by the Successful Bidder to the Liquidator, due to any action / omission of the Successful Bidder, including negligence.

12. RETURN OF EARNNEY MONEY BG / EARNEST MONEY DEPOSITED BY THE APPLICANT

- 12.1. The Earnest Money BG / Earnest Money deposited by Applicant(s) shall be returned (without interest) to the Applicant(s), who are not selected as the Successful Bidder, within 15 (fifteen) days from the date of declaration of the Successful Bidder.
- 12.2. The Earnest Money BG shall be returned to the Successful Bidder within 15 (fifteen) days, from the date on which the Successful Bidder deposits the total consideration for the Corporate Debtor equivalent to the successful Bid, to the satisfaction of the Liquidator in the bank account set out in clause 7.5 of the Process Memorandum.
- 12.3. The Earnest Money deposited by the Successful Bidder shall be returned (without interest) to the Successful Bidder within 15 (fifteen) days from the date on which the Successful Bidder deposits the total consideration for the Corporate Debtor, equivalent to the successful Bid, to the satisfaction of the Liquidator in the bank account set out in clause 7.5 of the Process Memorandum.

12.4. Adjustment of Earnest Money of the Successful Bidder

The Earnest Money deposited by the Successful Bidder, by way of a bank transfer, shall not be set-off against or used as part of the consideration for the Corporate Debtor, unless expressly indicated in writing, which includes email, by the Successful Bidder.

13. TERMS AND CONDITIONS PERTAINING TO THE CONDUCT OF THE E-AUCTION

- 13.1. The Platform shall accept Bid(s) of Eligible Bidder(s) from the date to be specified in the sale notice.
- 13.2. The Bid(s) shall be considered to be legally valid. The Bidder would not be permitted to reduce or withdraw the Bid under any circumstances.
- 13.3. Each Bid must be at least INR 1 Crore more than the prevailing highest Bid at any given point of time during the auction.
- 13.4. The Bid(s) shall be for the Corporate Debtor as a whole.
- 13.5. The highest Bid shall supersede all the previous bids of the respective Bidder(s).
- 13.6. The Bidder with the highest Bid shall not have the right to demand the acceptance of its Bid.
- 13.7. Eligible Bidder(s) or Bidder(s) may encounter unforeseen technical problems such as time lag, heavy traffic, system failure and power failure at the Eligible Bidder's or Bidder's end. The Liquidator shall


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not be liable for any losses suffered / costs incurred by any of the Eligible Bidders or Bidders due to any technical problems faced by such Eligible Bidders or Bidders.

14. DECLARATION OF SUCCESSFUL BIDDER

14.1. The declaration of the Successful Bidder shall be done by the Liquidator, by way of a notice uploaded on the website of the Corporate Debtor, within 48 hours from the conclusion of the E-Auction. Determination of the Successful Bidder shall be done on the basis of highest bid received for the Corporate Debtor by the Liquidator during the E-Auction.

14.2. The right of selecting and declaring the Successful Bidder shall solely rest with the Liquidator at all times.

15. LETTER OF INTENT AND TRANSACTION DOCUMENTS

15.1. Along with the declaration of the Successful Bidder, the Liquidator shall issue the Letter of Intent to the Successful Bidder by way of an e-mail to the e-mail address(es) provided in the Application Form.

15.2. The Successful Bidder shall be required to execute the Letter of Intent issued by the Liquidator and have the original hard copy of the LoI delivered to the Liquidator within 10 (ten) days from the date of issuance of the Letter of Intent. The terms and conditions set out in the Letter of Intent shall be binding on the Successful Bidder.

15.3. The Successful Bidder is required to deposit the entire sale consideration equivalent to the successful Bid within 30 (thirty) days from the date of issuance of the Letter of Intent.

Provided that payments made after 30 (thirty) days from the date of issuance of the Letter of Intent shall attract simple interest at the rate of 12% p.a. on the successful Bid.

Provided further that the sale of the Corporate Debtor to the Successful Bidder shall stand cancelled if the payment is not received within maximum period of 90 (ninety) days from the date of issuance of the Letter of Intent.

15.4. On receipt of the entire sale consideration, the process for execution of a sale certificate, conveyance deed, and/or any other transfer documents for the Assets of the Corporate Debtor, in accordance with Applicable Laws, shall be initiated between the Successful Bidder and the Corporate Debtor.

15.5. The sale certificate, conveyance deed and / or any other transfer documents as per Applicable Laws shall be executed within 120 (one-twenty days) from the date of receipt of entire sale consideration by the Liquidator from the Successful Bidder. to the Liquidator.

16. FRAUDULENT AND CORRUPT PRACTICES

16.1. The Applicant(s) shall observe the highest standard of ethics during the E-Auction process, including the process with respect to submission of the Application, and subsequently during the closure of the E-Auction and declaration of Successful Bidder. Notwithstanding anything to the contrary, contained in this Process Memorandum, or in the Letter of Intent, the Liquidator shall reject an Application, Bid or revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the Applicant, Auction Participant or Successful Bidder, if the Liquidator, at his discretion, determines that the Applicant, Auction Participant or Successful Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the auction process or has, undertaken any action in respect of such process which results in the breach of any Applicable Laws including the Prevention of Corruption Act, 1988. In such an event, the Liquidator may invoke the Earnest Money or Earnest Money BG without prejudice to any other


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right or remedy that may be available to the Liquidator under this Process Memorandum or Applicable Laws.

16.2. For the purposes of this clause the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **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 E-Auction;
- b) **Corrupt Practice** shall mean the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (tangible or intangible) to influence the actions of any Person connected with the E - Auction;
- c) **Fraudulent Practice** shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the E-Auction;
- d) **Restrictive Practice** shall mean forming a cartel or arriving at any understanding or arrangement among the Applicant(s) / Auction Participant(s) with the objective of restricting or manipulating a full and fair competition in the E-Auction; and
- e) **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 E-Auction; or (ii) having a conflict of interest.

16.3. Applicant(s) or Bidder(s), as the case may be, shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidder(s).

16.4. Bidder(s) shall not divulge either its Bid or any other details provided to it by the Liquidator or during the due diligence process in respect of the Assets to any other party.

17. COSTS, EXPENSES AND TAX IMPLICATIONS

17.1. The Eligible Bidder(s), Applicant(s), Bidder(s) and / or Successful Bidder (as the case may be) shall be responsible for all the costs or expenses incurred by them on account of their participation in the E-Auction, including any costs associated with participation in meeting with the Liquidator, Site visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E - Auction process.

17.2. Any costs, expenses and/or tax implication on a Successful Bidder shall be in addition to the sale consideration for the Corporate Debtor.

17.3. All costs and expenses incurred in relation to the due diligence process, including Site visit or meetings, shall be borne by the Eligible Bidder(s). Also, the Eligible Bidder(s) are expected to make their own arrangements including accommodation for meetings or Site visit (if organised).

17.4. All expenses incurred towards movement / shifting of plant and machinery (ies) or any asset of the Corporate Debtor post the E-auction process shall be borne by the Successful Bidder. The Liquidator shall not be held responsible / liable to pay any expenses towards such movement of plant and machinery(ies) or any other Asset.

17.5. The Applicant(s), Eligible Bidder(s), Bidder(s) and Successful Bidder shall not be entitled to receive re-imbursment of any costs / expenses which may have been incurred for any matter connected with the E-Auction including the due diligence process.


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- 17.6. All taxes under Applicable Laws on sale of the Corporate Debtor would be borne by the Successful Bidder, which includes stamp duty and registration charges.
- 17.7. The Successful Bidder shall be responsible for obtaining requisite regulatory, statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Laws for purchasing the Corporate Debtor.
- 17.8. All statutory liabilities / taxes / demands/ claims/ maintenance fee / electricity / water charges etc., outstanding as on date or yet to fall due in respect of the Corporate Debtor shall be borne by the Successful Bidder.
- 17.9. The Applicant shall bear all its costs and charges associated with or relating to the preparation and submission of its Bid including but not limited to 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.

18. TIMETABLE

The following timelines will be provided by way of an addendum which shall apply to the process memorandum.

S.No	Event	Reference	Timeline (days)
1	Public Announcement of E – Auction	-	To be provided by way of an Addendum to the Process Memorandum.
2	Last date of the submission of Application Forms along with supporting documents	<u>clause 5.1</u>	
3	Last date of submission of the original hard copies of the affidavit and undertaking	<u>clause 5.2 and clause 5.4</u>	
4	Liquidator declares the Eligible Bidder(s)	<u>clause 8.2</u>	
5	Bidding will begin	<u>clause 13.1</u>	
6	Conclusion of the E-Auction	<u>clause 13.1</u>	
7	Declaration of Successful Bidder by Liquidator	<u>clause 14.1</u>	
8	Issuance of the LoI to Successful Bidder	<u>clause 15.1</u>	
9	Return of Earnest Money to unsuccessful bidders	<u>clause 12.1</u>	
10	Execution of the LoI and delivery of the original LOI to Liquidator	<u>clause 15.2</u>	
11	Payment of balance purchase consideration by Successful Bidder *	<u>clause 15.3</u>	

* Payments made after 30 (thirty) days from the date of issuance of the Letter of Intent shall attract simple interest at the rate of 12% p.a. on the successful Bid.

19. CLARIFICATIONS

- 19.1. All data / information provided pursuant to this Process Memorandum, including the information contained the VDR, is in good faith. The Liquidator, their professional advisors, employees and officers shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of information provided, and shall incur no liability under any law, statute, rules or regulations, even if any loss or damage is caused to any Person including the Applicant(s).
- 19.2. The Liquidator reserves the right to issue clarifications and/or amend the terms of the Process Memorandum as he deems fit and proper. Any clarification / amendment to this Process Memorandum shall be uploaded by the Liquidator on the VDR, and such clarification / amendment shall be deemed to form part of this Process Memorandum and will be binding on all Applicant(s).
- 19.3. The Liquidator reserves the right to extend the deadlines set out in the Process Memorandum, including the last date for submission of the Application Form, by way of a notice uploaded on the Google Drive Link, at any time before or after the last date for submission of the Application Form. The Liquidator also reserve the right to extend the liquidation process timeline subject to approval of the NCLT.


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19.4. No request for modifications of the Process Memorandum shall be entertained.

19.5. Any Applicant may request for a clarification on this Process Memorandum by way of an e-mail to liquidator.kwality@in.ey.com . Further, any such request regarding the Process Memorandum must be made within 15 days from the date of release of this Process Memorandum. In case of any urgent query, following personnel may be contacted, in addition to an e-mail to liquidator.kwality@in.ey.com :

19.6. No extension of time shall be granted Applicant(s) / Bidder(s) / Successful Bidder on the basis of not having received a response to clarifications sought from the Liquidator and / or its representative(s).

20. APPLICABLE LAW AND JURISDICTION

This Process Memorandum, liquidation process and any Application/Bid submitted hereunder shall be governed by and construed in accordance with the laws of Republic of India and the New Delhi Bench of NCLT shall have the exclusive jurisdiction over all disputes, question of law or fact arising under, pursuant to or in connection with this Process Memorandum or sale of the Corporate Debtor or its business as going concern under the liquidation process under the IBC and the Liquidation Process Regulations.


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ANNEXURE A

BID APPLICATION FORM

Date:

Dear Sir,

I / we are desirous in participating in the E-Auction announced by you in the newspaper publication dated [INSERT DATE] in [INSERT NAME OF MEDIA JOURNAL].

Details of Corporate Debtor:

Name	Kwality Limited (In Liquidation)
Account Number	605920110000297
Bank Name	Bank of India
Branch	New Delhi Large Corporate Branch
IFSC Code	BKID0006059

Details of Applicant

Name of the Applicant	
Contact No.	
Email ID	
PAN No.	
Address	

Details of Co-Applicant (if two or more Applicant are submitting the Application Form jointly)

Name of Co-Applicant	
Contact No.	
Email ID	
PAN No.	
Address	

I/We also enclose copies of the documents required as per Note 1 below. We request you to kindly verify the same and arrange with the E-Auction Service Provider for issue of a user ID and password to enable us to take part in the E-Auction.

Place:

Signature:

Name:

Designation (if applicable):

(In case of company / firm, the signature must be of the company / firm's authorised representative and the company's stamp / seal should be affixed)

Note 1: List of documents to be submitted**I. If the Applicant is an individual:**

1. Proof of identity (Aadhar card, passport, PAN card).
2. Proof of residence (Election Id, passport, Aadhar card).
3. Copy of PAN card.
4. Earnest Money BG, if applicable.
5. Proof of payment of Earnest Money, such as UTR number, if applicable.
6. A confidentiality undertaking in the format provided in Annexure G.


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7. A notarised affidavit affirming that the Applicant complies with section 29A of the IBC in the format provided in Annexure B.
- II. *If the Applicant is a firm, association, corporation, limited company, trust, body corporate, bank or financial institution:*
1. Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association, etc.) or other equivalent organizational documents
 2. Copy of a board resolution or equivalent document authorising the signatory of the Application Form to submit the Application Form on behalf of the Applicant.
 3. Copy of PAN card.
 4. Earnest Money BG, if applicable.
 5. Proof of payment of Earnest Money, such as UTR number, if applicable.
 6. A confidentiality undertaking in the format provided in Annexure G.
 7. A notarised affidavit affirming that the Applicant complies with section 29A of the IBC in the format provided in Annexure B.

Note 2: If two or more Applicant are submitting an application jointly, each Applicant is required to submit the Application Form along with the supporting documents in Note 1 above.

Note 3: All the documents submitted by an Applicant are to be self-attested with the stamp or seal (if applicable).

Note 4: Applicant may use additional sheets to submit the information for its detailed response.


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ANNEXURE B

AFFIDAVIT BY APPLICANT ON ELIGIBILITY UNDER SECTION 29 A OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 FOR THE E-AUCTION OF THE KWALITY LIMITED (IN LIQUIDATION) AS GOING CONCERN.

I, *[Insert name of the Applicant]*, resident of *[Insert address of the signatory of the Applicant]*, do hereby solemnly state on affirmation as follows:

1. I am duly authorised to submit this declaration by virtue of being the *[Insert the designation of the signatory]* of the *[Insert the name of the Applicant]* (as defined in the Process Memorandum) or I am authorised by the *[Insert the name of the Applicant (Associate Applicant)]* (as defined in the Process Memorandum).
2. Liquidation proceedings have been initiated for Kwality Limited (In Liquidation) (Corporate Debtor) as per provisions of the Insolvency and Bankruptcy Code, 2016 (IBC), by an order dated 11 January 2021 (Order) of the National Company Law Tribunal (NCLT), New Delhi. As per the Order, Mr. Shailendra Ajmera has been appointed as the Liquidator (Liquidator) for the Corporate Debtor.
3. Pursuant to the invitation of bids for an e-auction for the Corporate Debtor as going concern, *[Insert the name of the Applicant/Insert the name of the Associate Applicant]* is interested in participating in the e-auction/ is participating on the behalf of the *[Insert the name of the Applicant]*
4. I further, hereby submit this affidavit and undertaking in accordance with the Process Memorandum issued by the Liquidator on _____ (Process Memorandum).
5. I have understood the provisions of section 29A of IBC as amended from time to time. I confirm that neither *[Insert name of the Applicant/Associate Applicant]* nor any person acting jointly with *[Insert name of Applicant/Associate Applicant]* or in concert with *[Insert name of Applicant/Associate Applicant]* is in breach of the eligibility criteria set out in section 29A of the IBC.
6. I therefore confirm that *[Insert name of Applicant/Associate Applicant]* is eligible under Section 29A of IBC, as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018 to submit its bid for the Corporate Debtor in the manner set out in the Process Memorandum.
7. I declare and undertake that in case, *[Insert name of Applicant/Associate Applicant]* becomes ineligible at any stage during the liquidation process, it would inform the Liquidator forthwith on becoming ineligible.
8. I also undertake that in case *[Insert name of Applicant/Associate Applicant]* becomes ineligible at any time after submission of the earnest money or earnest money bank guarantee, then the earnest money or bank guarantee would be forfeited and the same would be deposited in the account of the Corporate Debtor.
9. I confirm that the said declaration and disclosure is true and correct.

(DEPONENT)


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VERIFICATION

I, *[Insert name of the Applicant/Associate Applicant]*, 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)

Verified at ____ on ____ day of April 2021


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ANNEXURE C

ELIGIBILITY

1. An auction process applicant shall not be eligible to submit a bid for purchase of the Corporate Debtor if it fails to meet the eligibility criteria set out in Section 29A of the IBC (as amended from time to time).
2. As on date, as per Section 29 A, 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 wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - 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;
 - 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;
 - 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 the Insolvency and Bankruptcy Code, 2016;
 - 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 the Insolvency and Bankruptcy Code, 2016;
 - i. Has been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
 - j. Has a connected person not eligible under clauses (a) to (i)

Explanation – 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 auction process applicant; or
- ii. Any person who shall be the promoter or in management or control of the assets of the Corporate Debtor pursuant to sale thereof as part of the liquidation process of the Corporate Debtor; 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) a scheduled bank; or
- (B) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002; or
- (C) an Alternate Investment Fund registered with the Securities and Exchange Board of India.


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ANNEXURE D

EARNEST MONEY – BANK GUARANTEE

[To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution]

To
Mr. Shailendra Ajmera
Liquidator –Kwality Limited
F-82, Shivaji Place, Rajouri Garden New Delhi—110027

1. In consideration of the [Insert name of the Applicant with address] agreeing to undertake the obligations under the Process Memorandum dated _____ (as amended from time to time) and any other documents, issued by the Liquidator on behalf of Kwality Limited (In Liquidation) (Corporate Debtor), the [Insert name and address of the bank issuing the guarantee and address of the head office] (Guarantor Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay to the Liquidator of the Corporate Debtor, (hereinafter referred to as Beneficiary) forthwith on demand in writing from the Bank or any officer authorised by it in this behalf, any amount not exceeding INR _____/- (Earnest Money Bank Guarantee) on behalf of [Insert name of the Applicant] (Applicant).
2. This Earnest Money Bank Guarantee shall be valid and binding on the Guarantor Bank up to and including _____ and shall in no event be terminable, by notice or for any change in the constitution of the Guarantor Bank and/or the Beneficiary or for any other reasons whatsoever. The liability of the Guarantor Bank 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 the Bidder and the Beneficiary.
3. Our Bank Guarantee shall remain in force until _____. The Beneficiary shall be entitled to invoke this Earnest Money Bank Guarantee as per clause 11 of the Process Memorandum.
4. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Beneficiary (made in any format) raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Beneficiary.
5. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Applicant] and / or any other person. The Guarantor Bank shall not require the Beneficiary to justify the invocation of this Earnest Money Bank Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary in respect of any payment made hereunder.
6. This Earnest Money Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this Earnest Money Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
7. This Earnest Money Bank 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 Guarantor Bank.


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- 8. This Earnest Money Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Beneficiary shall not be obliged before enforcing this Earnest Money Bank 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.
- 9. The Guarantor Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Earnest Money Bank Guarantee either in part or in full, as it may deem fit.
- 10. Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to INR _____/- and it shall remain in force until _____. This Earnest Money Bank Guarantee shall be extended from time to time for such period, as may be desired by the Bidder. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Beneficiary or its authorised representative serves upon us a written claim or demand.
- 11. All claims under this Earnest Money Bank Guarantee shall be payable at New Delhi.

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

Witness:

1. Signature:
 Name and Address:

2. Signature:
 Name and Address:

Designation with Bank Stamp Name and Address:

Attorney as per power of attorney No

For:

..... *[Insert Name of the Bank]*

Banker's Stamp and Full Address:

Dated this day of 2021

Notes: The stamp paper should be in the name of the Guarantor Bank.


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ANNEXURE E

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE

To,

Mr. Shailendra Ajmera
Liquidator – Kquality Limited (In Liquidation)
F-82, Shivaji Place, Rajouri Garden New Delhi—110027

[Copy to:]

[Insert name of the Applicant with address]

Dear Sir,

Sub: Payment of Earnest Money on behalf of [Insert name of the Applicant] in relation to the auction of Kquality Limited (In Liquidation) as going concern.

With reference to the bid submitted by [Insert name of the Applicant with address] for sale of Kquality Limited (In Liquidation) as going concern in accordance with and subject to the provisions of the process memorandum dated _____ (Process Memorandum), issued by the Liquidator, it is hereby declared and confirmed that [Insert name and address of the Associate and address] is [an/the] [Insert description of relationship with Bidder] (Associate) of [Insert name of the Applicant], and that the payment of the Earnest Money amount vide [Insert mode of payment] (Payment) is on behalf of [Insert name of the Applicant]. The Associate acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the Process Memorandum 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 Process Memorandum.

The Associate hereby represents and warrants that payment of amounts on behalf of [Insert name of the Applicant] is in compliance with Applicable Law.

Capitalised terms used but not defined in this letter shall have the meanings ascribed to such terms in the Process Memorandum.

Thank you.

Yours sincerely,

.....

[In case of company / firm, the signature must be of the company / firm's authorised representative and the company's rubber stamp / seal should be affixed]

ACKNOWLEDGMENT

We hereby acknowledge and confirm the statements set out above by the Associate. Yours sincerely,

.....

[Signature and name of the Applicant or the Authorised Officer of the Applicant]

[Rubber stamp/seal of the Applicant, if applicable]


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ANNEXURE F

CONFIDENTIALITY UNDERTAKING BY APPLICANT

To,

Mr. Shailendra Ajmera
Liquidator – Kquality Limited
F-82, Shivaji Place, Rajouri Garden New Delhi—110027

SUBJECT: UNDERTAKING TO MAINTAIN CONFIDENTIALITY BY THE APPLICANT

1. I/We understand that
 - a. Liquidation proceedings have been initiated for Kquality Limited (In Liquidation) (Corporate Debtor) as per provisions of the Insolvency and Bankruptcy Code, 2016 (IBC), by an order dated 11 January 2021 (Order) of the National Company Law Tribunal (NCLT), New Delhi.
 - b. Pursuant to the Order, the Liquidator has issued the Process Memorandum dated _____ (Process Memorandum) for the invitation of bid for the e-auction (E-Auction) of the Corporate Debtor .
2. I hereby declare and undertake that
 - a. I, [*Insert the name of the Applicant*] am interested to submit a bid in the E-Auction as per the terms and conditions mentioned in the Process Memorandum;
 - b. All information furnished regarding the Corporate Debtor or its assets pursuant to the Process Memorandum shall be governed by the provisions of the confidentiality undertaking (Confidentiality Undertaking) by the Applicant;
 - c. I am aware that the Process Memorandum has been issued only for the purpose of the E-Auction and the information contained in the Process Memorandum and/ or shared pursuant to the Process Memorandum is confidential information;
3. I/We note, understand and acknowledge that
 - a. The terms and conditions of the Process Memorandum should be the read with the relevant regulations framed under the IBC. No representation or warranty, express or implied, is given by the Liquidator, or his advisors or any of their partners, directors, officers, employees, advisors or agents as to the accuracy or completeness of the contents of the Process Memorandum or any other document or information supplied (including information in the virtual data room), or which may be supplied at any time or any opinions or projections expressed herein or therein;
 - b. The Process Memorandum is a dynamic document and may be updated from time to time till such time as a bid is selected and approved by the Liquidator.
4. **Confidential Information** shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room (VDR), relating, in any manner whatsoever, to


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the Corporate Debtor, its employees, directors or any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Corporate Debtor or in relation to the liquidation process.

Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- a. The Process Memorandum, together with any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Liquidator or his team members, including external advisors or consultants;
 - b. any information which relates to the business, employees, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, financial position of the Corporate Debtor;
 - c. any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Corporate Debtor or in which Corporate Debtor has an interest of any kind;
 - d. any unpatented invention, formula, procedures, method, belonging to or vested in the Corporate Debtor or in which Corporate Debtor has an interest of any kind;
 - e. any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Corporate Debtor or in which Corporate Debtor has an interest of any kind;
 - f. any information belonging to identified third parties with whom the Corporate Debtor had business dealings;
 - g. any proposed business deals, contracts or agreements to which Corporate Debtor is party;
5. We are executing this undertaking of confidentiality to maintain confidentiality in respect of the Confidential Information.
6. We agree and undertake:
- a. To maintain confidentiality of the Confidential Information and not to use the Confidential Information to cause an undue gain or undue loss to us, yourself or any other person including the Corporate Debtor or any of its creditors and stakeholders;
 - b. Use Confidential Information solely for the purpose of the E-Auction and not for any other purpose;
 - c. To comply with provisions of law for time being in force relating to confidentiality and insider trading;
 - d. To protect any intellectual property and confidential information of the Corporate Debtor and its subsidiary company(s) we may have access to;
 - e. Not to share this information/relevant information with any third party; and
 - f. Except as provided herein, we will not disclose the contents of the Confidential Information, as updated from time to time, to any person other than to our associates including, for avoidance of any doubt, and our and their directors, officers, employees, agents or advisors (including, without limitation, financial advisors, attorneys, bankers, consultants and accountants) and potential financing sources (collectively, our Representatives) who need to know such Confidential Information for the purpose of the E-Auction, provided that, such Representatives have been directed to comply with this undertaking in case any


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Confidential Information is disclosed to them. We will be solely responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives.

- 7. We accept and acknowledge that the Confidential Information, as updated from time to time, cannot be used for any purpose other than for the E-Auction. Accordingly, we agree and undertake to direct our Representatives to:
 - a. Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including the Corporate Debtor or any of its creditors and stakeholders.
 - b. Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating Confidential Information separate from its own confidential information.
 - c. Use Confidential Information solely for the purpose of E-Auction and not for any other purpose.
- 8. We hereby agree to, and, will direct our Representatives to not share the Confidential Information with any third party/person or entity except where the Confidential Information:
 - a. is or becomes publicly available to us or our Representatives without breach of obligations as set out herein;
 - b. prior to its disclosure in connection with the E-Auction, it was already in our or our Representatives' possession;
 - c. prior consent by the Liquidator is provided for disclosure in writing; or
 - d. is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
- 9. This undertaking also applies to Confidential Information accessed through the virtual data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.
- 10. This undertaking of confidentiality shall continue to be in operation, irrespective of whether we are shortlisted as an Eligible bidder or a Successful bidder (as defined in the Process Memorandum)
- 11. We understand and undertake, in the event of not being shortlisted as an Eligible Bidder or a Successful Bidder or the Liquidator or the Adjudicating Authority disqualifying our bid, or in the event that the Liquidator calls upon us to do so, we shall immediately return or destroy the Confidential Information and other information provided by the Liquidator or its Representatives, without retaining a copy thereof, in electronic or any other form.
- 12. We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Liquidator shall be entitled to pursue all available remedies including legal recourse (both, by way of damages or specific relief) to safeguard their interests under this undertaking of confidentiality.
- 13. For the avoidance of doubt, nothing in this undertaking of confidentiality shall compel the Liquidator to disclose to us, any or all of the Confidential Information requested by us. We acknowledge that the Liquidator shall, at all times during the subsistence of this undertaking of confidentiality, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part) to us.


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- 14. We understand that the Liquidator has not verified or audited the information and the information so provided is based on books and records available with the Corporate Debtor. The Liquidator does not take any responsibility for any decisions made by us based on the information and documents provided to us. We shall exercise our own diligence before making any conclusion or decision.
- 15. We shall be responsible for breach of any obligations under this undertaking of confidentiality and shall indemnify the Liquidator and/or the Corporate Debtor for any loss, damage and/or costs incurred by the Liquidator and/or Corporate Debtor due to such breach of obligations by us or by any of our Representatives.
- 16. The terms of this undertaking of confidentiality may be modified or waived only by way of an instrument in writing agreed by us and the Liquidator.
- 17. We shall not assign or transfer the rights or obligations contained in this confidentiality undertaking or any interest therein without the prior written consent of the Liquidator.
- 18. No failure or delay by the Liquidator in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any exercise of any other right, power or privilege hereunder.

We accept and agree above terms.

On behalf of [●]:

Signature: [●]

Place: [●]

Name of signatory: [●]

Date: [●]

Designation: [●]

Company Seal/stamp [●]



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ANNEXURE G

DESCRIPTION OF ASSETS OF THE CORPORATE DEBTOR

Details of Land:

S. No.	Owner	Location	Sale Deed Dated	Khewat/Khata No.	Mustafid No.	Kils No.	Area (Acr)
1	M/S Kwaliti Dairy (India) Ltd now known as M/s Kwaliti Limited	Softa	10-05-1994	17/21, 13/15, 14/16, 16/20	15	13/2(2-16), 18/1(2-13), 18/2(2-13), 18/3(2-13), 14/2(2-1), 17(7-13), 23/1(2-19), 23/2(5-1), 24(7-13)	6.38
					19	3/1(5-17), 4(8-0), 7/1(1-1)	
2	M/S Kwaliti Dairy (India) Ltd now known as M/s Kwaliti Limited	Softa	25-06-2012	2/2	15	19(7-15), 22(8-0)	1.88
					19	2(8-0), 3/2(2-3), 8/2(1-17)	
3	M/S Kwaliti Dairy (India) Ltd now known as M/s Kwaliti Limited	Dibai	11-11-2013	902			3.42

Details of the Building:

S. No.	Location	Description	Year of construction	Built-up Area (In sqm)
1	Softa	NEW BUILDING	2016	10,800
2	Softa	OLD PLANT GROUND FLOOR	1995	4,500
3	Softa	DRYER NEW BUILDING	2016	3,000
4	Softa	ETP PLANT	1995	1,750
5	Softa	DYRER OLD PLANT	1995	1,230
6	Softa	POWDER PACKING OLD GROUND FLOOR	1995	880
7	Softa	POWDER PACKING OLD 1ST FLOOR	1995	880
8	Softa	BOILER SHED PLANT	1995	660
9	Softa	SILO BASEMENTS	1995	540
10	Softa	PNC SHED & DG ROOM	1995	450
11	Softa	HUSK YARD SHED	1995	400
12	Softa	GENERAL STORE	1995	300
13	Softa	COAL SHED	1995	280
14	Softa	WORK SHOP MAINTENANCE	1995	240
15	Softa	SAMPLING BAY	1995	200
16	Softa	CAFETERIA	1995	190
17	Softa	R.O. PLANT	1995	190
18	Softa	LOADING DOCK SHED OLD PLANT	1995	180
19	Softa	OLD ADMIN OFFICE NEAR GATE NO 1	1995	120
20	Softa	AMMONIA TANK SHED	1995	100
21	Softa	DG ROOM SHED OLD PLANT	1995	90



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22	Softa	OLD PLANT IST FLOOR	1995	80
23	Softa	DEO & GHEE COLD ROOM SHED	1995	80
24	Softa	CIP SHED RAER FACADE	1995	60
25	Softa	WORKERS TOILETS	1995	60
26	Softa	GUARD ROOM GATE NO 2	1995	50
27	Dibai	GUARD ROOM GATE NO 3	1995	40
28	Dibai	Process Section	2010	3,260
29	Dibai	Milk Collection Center	2010	357
30	Dibai	Powder Room	2010	351
31	Dibai	Refrigeration Room	2010	323
32	Dibai	Boiler	2010	271
33	Dibai	ETP Section	2010	176
34	Dibai	Store	2010	83
35	Dibai	Office Rooms	2010	45
36	Dibai	Office	2010	43

Details of Plant and Machinery

Location	Asset Category	Item Name
Softa	Plant & Machinery	Powder Section
Softa	Plant & Machinery	Milk Processing Section
Softa	Plant & Machinery	trf from Preoperative Expenses others
Softa	Plant & Machinery	UHT Section
Softa	Plant & Machinery	Butter Section
Softa	Plant & Machinery	Being amt of Pending CWIP capitalised
Softa	Plant & Machinery	Electrical Installation
Softa	Plant & Machinery	EPGC benefits on Duty saved capitalised (Dep w.e.f 31.01.2017 as the related assets capitalised on 31.01.2017) (INDAS IMPACT)
Softa	Plant & Machinery	Sterilized Flv. Milk Section
Softa	Plant & Machinery	Ghee Section
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Addition
Softa	Plant & Machinery	Pipe & Fittings
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Refrigeration section
Softa	Plant & Machinery	Being amt of Pending CWIP capitalised
Softa	Plant & Machinery	Paneer Section
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Addition
Softa	Plant & Machinery	Being amt of Pending CWIP capitalised
Softa	Plant & Machinery	DG Set
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Refrigeration System for 250 TR Consisting
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Milk Adulteration Test Kit


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Softa	Plant & Machinery	Milk Adulteration Test Kit
Softa	Plant & Machinery	Milk Adulteration Test Kit
Softa	Plant & Machinery	ETP
Softa	Plant & Machinery	trf from Preoperative Expenses
Softa	Plant & Machinery	trf from Pre-operative Expenses Test Run
Softa	Plant & Machinery	Milk Silo (100 KL Capacity) SS304
Softa	Plant & Machinery	Milk Adulteration Test Kit
Softa	Plant & Machinery	EPGC benfits on Duty saved capitalised Food & Biotech (w.e.f 31.03.18 as related assets capitalised on 31.03.18 (INDAS Impact)
Softa	Plant & Machinery	Milk Silo (100 KL Capacity) SS304
Softa	Plant & Machinery	Milk Silo
Softa	Plant & Machinery	Milk Silo
Softa	Plant & Machinery	Cream Separator 10KL/hr
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	FT NIR Spectrometer Model MPA
Softa	Plant & Machinery	RO Plant
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Lab Equipment
Softa	Plant & Machinery	HTST Pasteurizer
Softa	Plant & Machinery	Deodorizer Plant
Softa	Plant & Machinery	Dryer
Softa	Plant & Machinery	Dahi Processing Plant Curde Section
Softa	Plant & Machinery	SS Pneumatic Seat Valves
Softa	Plant & Machinery	Air Conditioner
Softa	Plant & Machinery	Cold Storage for Ghee Section
Softa	Plant & Machinery	Delvo Test Kit for Antibiotics
Softa	Plant & Machinery	Delvo Test Kit for Antibiotics
Softa	Plant & Machinery	Delvo Test Kit for Antibiotics
Softa	Plant & Machinery	Trf from CWIP Machinery
Softa	Plant & Machinery	Stainless Steel Pipes for Supply
Softa	Plant & Machinery	Raw Milk Storage Tank 60KL
Softa	Plant & Machinery	Raw Milk Storage Tank 60KL
Softa	Plant & Machinery	Raw Milk Storage Tank 60KL
Softa	Plant & Machinery	Raw Milk Storage Tank 60KL
Softa	Plant & Machinery	Raw Milk Storage Tank 60KL
Softa	Plant & Machinery	Ghee Storage Tank
Softa	Plant & Machinery	Ghee Storage Tank
Softa	Plant & Machinery	Ghee Storage Tank
Softa	Plant & Machinery	Tank Ghee Section
Softa	Plant & Machinery	Delvo Test Kit for Antibiotics
Softa	Plant & Machinery	Skim Milk Storage Tank 50KL
Softa	Plant & Machinery	Skim Milk Storage Tank 50KL
Softa	Plant & Machinery	Skim Milk Storage Tank 50KL
Softa	Plant & Machinery	Skim Milk Storage Tank 50KL
Softa	Plant & Machinery	Cream Storage Tank (Dimple Jacket) 5KL
Softa	Plant & Machinery	Media for Anararobic Reactor
Softa	Plant & Machinery	Milk Pasteurisation (Duplex Milk Filter)
Softa	Plant & Machinery	APV Homogenizer Model No MC 45 (Imported)
Softa	Plant & Machinery	Generator 500 Kva
Softa	Plant & Machinery	trf from Pre-operative Expenses Test Run
Softa	Plant & Machinery	Cream Pasteurizer 5.0KL/hr


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Softa	Plant & Machinery	Cream Separation Station Syst. (Cap:-10000 Ltr)
Softa	Plant & Machinery	EPGC benefits on Duty saved capitalised Food & Biotech (w.e.f 31.03.18 as related assets capitalised on 31.03.18 (INDAS Impact)
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Colling Tower
Softa	Plant & Machinery	Centrifuge
Softa	Plant & Machinery	500 KVA Silent DG Set Radiator Cooled/PCOM
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	Milk Packing M/c
Softa	Plant & Machinery	Lord pack G 8000 High Speed Mechanical(3) & 6000 Mechanical Singal(1)
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	T.P. Milk Separation Station (Capacity 10000LPH)
Softa	Plant & Machinery	Settling Tank
Softa	Plant & Machinery	T.P. Milk Past. Module MP10000A
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Air Compressor With Accessories
Softa	Plant & Machinery	PLC Based Inst. & Control Panel CIP Syst.
Softa	Plant & Machinery	Detergent Solution Tank
Softa	Plant & Machinery	Butter Melting Machine (Imported)
Softa	Plant & Machinery	Fully Automatic Jar Filling Machine
Softa	Plant & Machinery	Crate Washer
Softa	Plant & Machinery	Air Compressor/Receiver
Softa	Plant & Machinery	Acid / Lye Tanks
Softa	Plant & Machinery	Up Gradation of Milk Bag Palletizing Robot
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Power Supply Unit
Softa	Plant & Machinery	Power Supply Unit
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Hygenic System
Softa	Plant & Machinery	Power Supply Unit
Softa	Plant & Machinery	Power Supply Unit
Softa	Plant & Machinery	Interconnecting Piping
Softa	Plant & Machinery	Ghee Storage Tank cap:-20000 Ltr.
Softa	Plant & Machinery	Dryer/Evaporator (Capacity Enhance)
Softa	Plant & Machinery	Overhead Tank
Softa	Plant & Machinery	Acid Solution Tank
Softa	Plant & Machinery	Rinse Water Cum Recovery Tank
Softa	Plant & Machinery	Hot Solution Tank
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	RMC M/C (Hyderabad)
Softa	Plant & Machinery	Ghee Boiler
Softa	Plant & Machinery	SS Vertical Milk Silo (Cap. 40 KL)
Softa	Plant & Machinery	Dryer/Evaporator (Capacity Enhance)
Softa	Plant & Machinery	Double Head High Speed Milk Packing+(freight cost added JE-003/17/09/000034 dt 30.09.17)
Softa	Plant & Machinery	Lift -Otis Elevator Company India Limited
Softa	Plant & Machinery	Cold Store - III Curd Section
Softa	Plant & Machinery	Trf from Professional Fees-Project Cost report
Softa	Plant & Machinery	Can Washer Dt 10/01/13
Softa	Plant & Machinery	Puddle pipes Manhole Roiling Ladder & Plats
Softa	Plant & Machinery	Fiels Inst. Extra Low & High Level
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Instrumentation


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Softa	Plant & Machinery	Pastuerizer
Softa	Plant & Machinery	Cream Seprator 1 Nos
Softa	Plant & Machinery	Milko Scan Minor-6 (Imported) CIF
Softa	Plant & Machinery	GAS ANALYZER: FUJI MAKE Model: ZRE -- ZSU Series
Softa	Plant & Machinery	Automatic Fill & Seal Milk Pouch Machine (Double Head)
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Smoke-Tube, Integrated (Furnace Boiler)
Softa	Plant & Machinery	Wall Mounted Stacker Double Mast
Softa	Plant & Machinery	Duplex Filter With Manual Valves
Softa	Plant & Machinery	Cooling Coil Systems
Softa	Plant & Machinery	R.O. System
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Milk Silo
Softa	Plant & Machinery	Duplex Plate Heat Exch.
Softa	Plant & Machinery	Dairy Machinery 6 Head Conduction Sealing
Softa	Plant & Machinery	Butter Melting System
Softa	Plant & Machinery	Online multiparametric UV double beam Spectrophotometry effluent monitoring system(BOD,COD,TSS pH) for ETP section
Softa	Plant & Machinery	Secondary Clarifier Machanism
Softa	Plant & Machinery	Online UPS 160 KVA Make Consul Falcon 7000 WITH 15 MIN. Battery Backup(FOR UHT SECTION)
Softa	Plant & Machinery	Dryer/Evaporator (Capacity Enhance)
Softa	Plant & Machinery	Milk Pouch Packing Machine
Softa	Plant & Machinery	Twine Shaft Mixer with Drive
Softa	Plant & Machinery	Electrical Works
Softa	Plant & Machinery	SS Pipes,Manual Valves With Fitting
Softa	Plant & Machinery	Vertical Form Fill Seal Machine
Softa	Plant & Machinery	Vertical Form Fill Seal Machine
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Protien Testing Machine Imported
Softa	Plant & Machinery	Daikin Make Ductable & Hi Wall Split
Softa	Plant & Machinery	Air Handling Unit
Softa	Plant & Machinery	SS Pipes, Valves & Fittings
Softa	Plant & Machinery	Prestratification Tank
Softa	Plant & Machinery	Ghee Clarification Station
Softa	Plant & Machinery	Cold Storage II
Softa	Plant & Machinery	Vertical Form FIII Seal Machine 1Set
Softa	Plant & Machinery	Vertical Form FIII Seal Machine 1Set
Softa	Plant & Machinery	Activated Carbon Filter
Softa	Plant & Machinery	Evaporator PHE
Softa	Plant & Machinery	Crate Washer (Cap :- 1400Cr/Hr)
Softa	Plant & Machinery	PID Steam Control With ByPass Assembly
Softa	Plant & Machinery	Shell & Tube Cooler
Softa	Plant & Machinery	Boiler Efficiency Monitoring Systems
Softa	Plant & Machinery	Pressure Sand Filter
Softa	Plant & Machinery	Cup Filling Machine Cap:- 2000 CUPS/HR
Softa	Plant & Machinery	Butter Packing Machine With Six Parts
Softa	Plant & Machinery	Caustic Solution Preparation Tank
Softa	Plant & Machinery	CB Votator with Motor and Drives (Imported)
Softa	Plant & Machinery	Plastic Pallets Preforated
Softa	Plant & Machinery	Air Qty 5600 CFM Air Handling Unit-80 MM With Ass.
Softa	Plant & Machinery	Plant & Machinery



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Softa	Plant & Machinery	SS Milk Storage Tank Cap. 20 KL
Softa	Plant & Machinery	SS Milk Storage Tank Cap. 20 KL
Softa	Plant & Machinery	Steam Radiator (1400X1530)
Softa	Plant & Machinery	PLANT & MACHINERY
Softa	Plant & Machinery	Lined Carton Packing Machine
Softa	Plant & Machinery	Packing Machine (Poly Milk)
Softa	Plant & Machinery	Packing Machine (Poly Milk)
Softa	Plant & Machinery	Supply of Highside Equipment 5.8TR (3) & 4.0TR (2), & Lowside works
Softa	Plant & Machinery	A V C
Softa	Plant & Machinery	Cream Handling Tank Capacity 2.5kl.
Softa	Plant & Machinery	Online water Analyzer for COD, BOD, TSS, & pH, Flow Model-EIE/UV300 Make - Tethys
Softa	Plant & Machinery	U Shape Label Applicator Model No SBHSL-150
Softa	Plant & Machinery	Sludge Mixer
Softa	Plant & Machinery	Automatic Voltage Contraller
Softa	Plant & Machinery	Plastic Pallets Preforated
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Fat Scrapping Unit
Softa	Plant & Machinery	Dryer/Evaporator (Capacity Enhance)
Softa	Plant & Machinery	Milk Seprater
Softa	Plant & Machinery	Office & Lab Partitions
Softa	Plant & Machinery	RMC M/C (Hyderabad)
Softa	Plant & Machinery	Pouch Machine
Softa	Plant & Machinery	Hot Water Tank
Softa	Plant & Machinery	modification work
Softa	Plant & Machinery	Crate Washer
Softa	Plant & Machinery	Electric Stacker (Cap 1500 Kg)
Softa	Plant & Machinery	SS Pipes, Valves & Fittings
Softa	Plant & Machinery	Recirculation air handling unit AHU Cap. 3200 CFM @150 MMWG SP,11 TR
Softa	Plant & Machinery	SS Prestratitication Tank 04Kl
Softa	Plant & Machinery	Protien Testing Machine -Imported
Softa	Plant & Machinery	CIP Supply Pump
Softa	Plant & Machinery	Milk Chiller (Plate Type) 20KL/hr
Softa	Plant & Machinery	Dryer
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	PUF Panel
Softa	Plant & Machinery	Fill & Seal Milk Pouch Machine (Single Head Machine)
Softa	Plant & Machinery	Automatic Fill & Seal Milk Pouch Machine (Double Head)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Generator 560KVA
Softa	Plant & Machinery	Parts of Drying plant- SS 304 Blow Through valve .75HP (Freight add)
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Pumps & Motors Annexure
Softa	Plant & Machinery	Carton Packaging Machine
Softa	Plant & Machinery	Dual Channel - QPCR system
Softa	Plant & Machinery	New Weighbridge (Cap 60 Ton)
Softa	Plant & Machinery	SS Mixing tank With Gear Motor Cap.: -2000 ltr.
Softa	Plant & Machinery	Freon Split Units 4Nos*3.50TR
Softa	Plant & Machinery	Compact STP Plant
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Fluid Cooler


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Softa	Plant & Machinery	Homogeniser 2KLPH
Softa	Plant & Machinery	Recuperation Tank
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Automatic Filling Machine for Liquid "Ghee" Capacity 10 to 12 Pck/Min.
Softa	Plant & Machinery	Exhaust unit air flow 20000 CFM air changes-10 change
Softa	Plant & Machinery	Wall Mounted Stacker Single Mast
Softa	Plant & Machinery	Cream Seprator (Old)
Softa	Plant & Machinery	Palletised Rack systems
Softa	Plant & Machinery	Milk Silo
Softa	Plant & Machinery	Plastic Pallets Preforated
Softa	Plant & Machinery	Milk Sialo
Softa	Plant & Machinery	Milk Sialo
Softa	Plant & Machinery	Milk Sialo
Softa	Plant & Machinery	Shell & Tube Heater With Inter Connecting Pumps, Pipes
Softa	Plant & Machinery	Bucket Filter
Softa	Plant & Machinery	Fully Automatic Filling Machine for Milk Powder
Softa	Plant & Machinery	Cooling Tower
Softa	Plant & Machinery	Weighment Bridge
Softa	Plant & Machinery	Plastic Pallets Preforated
Softa	Plant & Machinery	Generator 62.5 Kva
Softa	Plant & Machinery	Ghee Settling Tank (Single Shell)
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Cream Heater
Softa	Plant & Machinery	PP Filter Press (915x915/30 Chambers)
Softa	Plant & Machinery	ION Meter & Thermo Fisher Ross Sure- Flow Sodium
Softa	Plant & Machinery	R.O.Plant
Softa	Plant & Machinery	Palletised Rack systems
Softa	Plant & Machinery	Pouch M/c
Softa	Plant & Machinery	Conveyar
Softa	Plant & Machinery	CIP Return Pumps
Softa	Plant & Machinery	Cooling Tower
Softa	Plant & Machinery	Stainless Steel Pipes Headers
Softa	Plant & Machinery	PUF Panel Cold Room (13m*4.8m*100mm)
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Dairy Machinery 6 Head Leak Testing & Rejection
Softa	Plant & Machinery	Power Mixwe Blinder & Screw Conveyer
Softa	Plant & Machinery	Ghee Packing Automatic filling Machine
Softa	Plant & Machinery	Round Shifter
Softa	Plant & Machinery	Plastic Pallets Preforated
Softa	Plant & Machinery	SS Hopper With Heating Arrangement
Softa	Plant & Machinery	Modular Clean Room Wall Panel
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Tanks Ghee Section
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Screw Air Compressor
Softa	Plant & Machinery	Charm EZ System Combined Incubator and Analyzer System
Softa	Plant & Machinery	Aluminium Armed Cable
Softa	Plant & Machinery	Dosing Systems
Softa	Plant & Machinery	Palletised Rack systems
Softa	Plant & Machinery	Inkjet Printer


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Softa	Plant & Machinery	Air Compressor Model UP5-222-8-I complete,
Softa	Plant & Machinery	Duplex Strainer
Softa	Plant & Machinery	Printind Cylinder D/B Dahi 400 gm X 23 Nos., D/B Dahi 200 gm X 23 Nos., D/B Dahi 100 gm X 9 Nos
Softa	Plant & Machinery	Cradle System
Softa	Plant & Machinery	AHU of Capacity 3200
Softa	Plant & Machinery	APV Homogenizer Model No MC 45 (Imported)
Softa	Plant & Machinery	Printind Cylinder D/B Ghee 5 ltr X 9 Nos., D/B Ghee 2 ltr X 9 Nos., D/B Ghee 1 ltr X 9 Nos., D/B Ghee 500 ml X 9 Nos., D/B Ghee 200 ml X 9 Nos.
Softa	Plant & Machinery	High Pressure Pump
Softa	Plant & Machinery	Ribbon Blender cap 500 Ltr Complete & Accessories
Softa	Plant & Machinery	Lift Upgradation/ improvement
Softa	Plant & Machinery	Induction Cap sealing machine with conveyor x 1 Nos
Softa	Plant & Machinery	Concentrated Acid & Lye Tank
Softa	Plant & Machinery	Power Mixwe Blender SS With Gear Motor
Softa	Plant & Machinery	High Pressure Pump
Softa	Plant & Machinery	Milk Transfer Pump 20KL/hr
Softa	Plant & Machinery	Cap Sealing Machine
Softa	Plant & Machinery	Conveyor
Softa	Plant & Machinery	BIOKJET Automatic Protein Analyzer Machiner
Softa	Plant & Machinery	Steam Pipes MS "C" 80 NB & Insulation
Softa	Plant & Machinery	24 Gauge G.I Ducting, 13 MM THK Insushied Thermal Ins.& Double Glazed
Softa	Plant & Machinery	Induction Heater -Cap Sealing Machine X 1 Nos. & Freight
Softa	Plant & Machinery	Cold Storage Iii (Dahi)
Softa	Plant & Machinery	Automatic Jar Filling Machine for 5 Kg Dahi Matka & 15 Kg Matka x 1 Set
Softa	Plant & Machinery	Butter Melting Machine (Imported)
Softa	Plant & Machinery	dt. 23-05-2014(Printind Cylinder D/B Mango x 8 NOs, Banana x 7 NOs, Strawberry x 7 NOs, Coffee x 7 Nos & Choco Milk x 7 Nos @ 7,418+ CST 2% each cylinder)
Softa	Plant & Machinery	1/3" Sony CCD 40 Mtr. & 30 Mtr. Range IR Cameras
Softa	Plant & Machinery	Water Line GI "B" 80 NB & Tapping
Softa	Plant & Machinery	Metal Detector
Softa	Plant & Machinery	Supply of Highwall Unit 1.0 tr (5),Cassette unit 2.2 tr (1),Copper pipe 22g with sleeve (56 rmt),Pvc conduit pipe (76 rmt) & Copper wire 4 core 1.5 mm (250 rmt) Rebate 1% on
Softa	Plant & Machinery	Air Cooling Unit Machines 2 nos,M.S.Pipe,Bend,Section & Channel,Freight
Softa	Plant & Machinery	Servo Filter
Softa	Plant & Machinery	Printer
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Acid / Lye Dosing Pumps (One For Each)
Softa	Plant & Machinery	Goods Lift (entered in tally on 31.01.2013 as wrongly entered in Repair Plant & Machinery
Softa	Plant & Machinery	Coffee Day Packing Machine Upgradation
Softa	Plant & Machinery	Instrumentation and Control Panel
Softa	Plant & Machinery	Airconditioning pipe, cable, ducting etc.
Softa	Plant & Machinery	Balance Tank Capacity 250 Ltr
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Trf from CWIP Machinery
Softa	Plant & Machinery	Air Piping & Fittings
Softa	Plant & Machinery	Image
Softa	Plant & Machinery	CIP Supply Pumps
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Juvi Tech
Softa	Plant & Machinery	Tintometer- Model F Lovibond
Softa	Plant & Machinery	Plastic Pallets Preforated



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Softa	Plant & Machinery	SS Pipes
Softa	Plant & Machinery	CCTV Camera
Softa	Plant & Machinery	Belt Conveyor
Softa	Plant & Machinery	Inkjet Printer Domino Model A3221
Softa	Plant & Machinery	15 KVA Silent DG Set 3 Phase
Softa	Plant & Machinery	Ink Jet Printer Domino Model A3221
Softa	Plant & Machinery	Videojet Printer
Softa	Plant & Machinery	Shifter Dia 1200MM
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Double Section PHE Cool Cream
Softa	Plant & Machinery	Double Section PHE Cool Cream 5000 LPH
Softa	Plant & Machinery	Centrifugal Blower
Softa	Plant & Machinery	Clean Room Doors
Softa	Plant & Machinery	Conoppey
Softa	Plant & Machinery	Videojet Printer
Softa	Plant & Machinery	Instllation & Erection charges of Lift
Softa	Plant & Machinery	Shifter
Softa	Plant & Machinery	1 X CERTIFIED CONTAINER 20 FT.
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Semi Electrics Stackers
Softa	Plant & Machinery	Videojet (1510) 60um IP55, Positive Air Pump, 3M1205646C11ZHND
Softa	Plant & Machinery	Lab Equipments
Softa	Plant & Machinery	Air Sampler
Softa	Plant & Machinery	Main L.T Panel (L&T Make)
Softa	Plant & Machinery	Juvi Tech
Softa	Plant & Machinery	Security Equipments
Softa	Plant & Machinery	H P Water Jet Machine X 1 No., H P Discharge Hose 1/2 X 50 Nos, Spare drain Cleaning Nozzle X 2 Nos, 3/4 Flexible Lance for Drain Nozzle X 10 Nos)
Softa	Plant & Machinery	Biological Safety Cabinet
Softa	Plant & Machinery	Electrical ACB
Softa	Plant & Machinery	Automatic Side Loader Rewindr Machine
Softa	Plant & Machinery	Automatic Side Loading Rewinder Machine
Softa	Plant & Machinery	Pallet Stretch Wradding Machine
Softa	Plant & Machinery	Shifter
Softa	Plant & Machinery	Biological Cabinet (Class-II)
Softa	Plant & Machinery	S.S. Centrifugal Pump (ZE-112-1.5 & ZZ1-122-3)
Softa	Plant & Machinery	Ceiling Suspended Laf.
Softa	Plant & Machinery	Radiator
Softa	Plant & Machinery	Air Cooling systmes
Softa	Plant & Machinery	Ink Jet Printer Domino Model A3221
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	FRP rectangular Type Cooling Tower of 250 TR Capacity
Softa	Plant & Machinery	Ink jet printer A220 x 01 Nos.
Softa	Plant & Machinery	Domino Ink Jet Printer x 1 Nos
Softa	Plant & Machinery	Lathe Machine
Softa	Plant & Machinery	Domino Ink Jet Printer A220-Sno W22801592
Softa	Plant & Machinery	Dt 27.2.15 (Videojet Printer x 1 Nos)
Softa	Plant & Machinery	Inkjet Printer A200+
Softa	Plant & Machinery	Jet Spray Printing
Softa	Plant & Machinery	Jet Spray Printing
Softa	Plant & Machinery	1600 A4 P Type ABC Pannel
Softa	Plant & Machinery	Homogeniser Machine (120 HP)


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Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Carton Taping Machine x 1 Nos (Plus Freight)
Softa	Plant & Machinery	Ciling System 80mm THK
Softa	Plant & Machinery	Lock Ring
Softa	Plant & Machinery	Cooling Tower
Softa	Plant & Machinery	Autoclave
Softa	Plant & Machinery	Combine
Softa	Plant & Machinery	Combine
Softa	Plant & Machinery	Milk Transfer Pump 20KL/hr
Softa	Plant & Machinery	Milk Transfer Pump 20KL/hr
Softa	Plant & Machinery	Cream Balance Tank 2000ltr
Softa	Plant & Machinery	Chillar
Softa	Plant & Machinery	MS Bare Gavannige Profile Sheet
Softa	Plant & Machinery	Lab Incubator
Softa	Plant & Machinery	Can Seaming Machine
Softa	Plant & Machinery	SS Plat Form With Railing
Softa	Plant & Machinery	Hygiena Ensure V.2
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Distribution Panel with Switch Gears
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Pipe Plain 110 x 06-0100M - 600 Mtr
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	New Weighbridge (Cap 60 Ton)
Softa	Plant & Machinery	Thermostatically Controlled 9 Kw. Heating Syst.
Softa	Plant & Machinery	Viscometer
Softa	Plant & Machinery	Air Handling Unit
Softa	Plant & Machinery	SS Pipes, Valves & Fittings
Softa	Plant & Machinery	Chest Freezer 500 Ltr x 6 Nos
Softa	Plant & Machinery	SS 304 Coil 2MM for Radiator Hoper & Cream Silo
Softa	Plant & Machinery	Shifter Size 1200 MM 1 Set
Softa	Plant & Machinery	FFS Machine 500gm
Softa	Plant & Machinery	Modification of Overhead tank Cap. 1 KL
Softa	Plant & Machinery	SS Pipes, Manual Valves With Fitting
Softa	Plant & Machinery	SS Pipes, Manual Valves With Fitting
Softa	Plant & Machinery	SS Pipes, Manual Valves With Fitting
Softa	Plant & Machinery	SS Pipes, Manual Valves With Fitting
Softa	Plant & Machinery	SS Pipes, Manual Valves With Fitting
Softa	Plant & Machinery	Screw Pump For Butter Trf 60-70 Deg Max 12 Kg/CM ² , 1500 kg/HR
Softa	Plant & Machinery	Can Seamer Machine Model Sars-210 With Electrical 2 HP Motor
Softa	Plant & Machinery	Moving bed weigh bridge belt scale system
Softa	Plant & Machinery	Installation of Air Cooling Systems dt. 11.12.12
Softa	Plant & Machinery	Utility Piping
Softa	Plant & Machinery	Electrical, MCC Panel With Cable Trays & Cabling
Softa	Plant & Machinery	Heatless Type Air Dryer Model Dryspell-100


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Softa	Plant & Machinery	Air Module 610*610*150
Softa	Plant & Machinery	SS Pump SMS, 3HP
Softa	Plant & Machinery	Moisture Analyzer Nos 01
Softa	Plant & Machinery	Auto Scrubber Drier x 1 Nos
Softa	Plant & Machinery	Freezer (Blue Star - Chest Type)
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	Fully Automatic Single Track Form Fill & Seal Machine 20-40gms Model-Deep 200
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	Digital Level & Temp. Control System for Milk Silo
Softa	Plant & Machinery	Coding Printer Domino Model C-16
Softa	Plant & Machinery	Printing Cylinder for Dairy Best Dahi Plain, Probiotic Dahi, Low Fat Dahi, Meethi Dahi x 5 Nos
Softa	Plant & Machinery	Curd Filling Machine
Softa	Plant & Machinery	R.O.Plant
Softa	Plant & Machinery	Vaccum Pump
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	Milk Silo (Milk Section)
Softa	Plant & Machinery	Centrifugal Pump 7.5Hp 1Nos & 3Hp 1Nos
Softa	Plant & Machinery	Milk PHE, 5KL Range 55 - 7 Deg
Softa	Plant & Machinery	Duplex Inline Filter 20KL/hr
Softa	Plant & Machinery	R.O System
Softa	Plant & Machinery	Ghee Balance Tank With Tray Filter
Softa	Plant & Machinery	CB Votator with Motor and Drives (Imported)
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	High Unit & Window AC
Softa	Plant & Machinery	High Unit & Window AC
Softa	Plant & Machinery	Butter Melting Machine (Imported)
Softa	Plant & Machinery	Screw Conveyer With Gear Motor
Softa	Plant & Machinery	kirloskar Pump KDS 1331 (Pump 7.5 HP)
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Blue Star Mega Split A/c
Softa	Plant & Machinery	Freezer (Blue Star - Chest Type) 5 nos.
Softa	Plant & Machinery	Pumps for Boiler
Softa	Plant & Machinery	SMP Bag 25kg Sealing M/c
Softa	Plant & Machinery	SS Centrifugal Pump x 1 Nos
Softa	Plant & Machinery	Electronic Balance Machine - ME204
Softa	Plant & Machinery	Blue Star Water Cooler
Softa	Plant & Machinery	Lumitestser PD-20
Softa	Plant & Machinery	Ghee Transfer Pump
Softa	Plant & Machinery	SS Insulated Tank Cap. 270 Ltr
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	Wall To Wall & Ceiling Panel Coving
Softa	Plant & Machinery	Centrifugal Pump x 2 Nos
Softa	Plant & Machinery	Centrifugal Blower x 2 Nos for dryer (Freight Add)
Softa	Plant & Machinery	Freezer (Blue Star - Chest Type) 5 nos.
Softa	Plant & Machinery	SS Dump Tank 1000 Kg
Softa	Plant & Machinery	Flow Plates
Softa	Plant & Machinery	Valves
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Plastic Pallets Preforated
Softa	Plant & Machinery	Electronic Balance Machine x 1 Nos for LAB



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Softa	Plant & Machinery	Cold Storage Iii (Dahi)
Softa	Plant & Machinery	Cold Storage II
Softa	Plant & Machinery	Centrifugal Blower
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	PUF Panel 80MM Thick 40Kg Density (Outer Wall 80MM)
Softa	Plant & Machinery	Ozone Gas Generator
Softa	Plant & Machinery	Dryer/Evaporator (Capacity Enhance)
Softa	Plant & Machinery	CIP Dosing Pumps
Softa	Plant & Machinery	Strapping m/c nos 02 Ghee Section
Softa	Plant & Machinery	Security Equipments
Softa	Plant & Machinery	Air Conditioner 1.5 Ton X 2 Nos., Stabilizer 4 KVA X 2 Nos.)
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	High Speed Air Curtain Body X 1 Pcs, Grade Air Curtain X 1 Pcs, Door Sensor X 2 Pcs, Shoe Cover X 200 Pcs, PVC Strip X 128 Pcs)
Softa	Plant & Machinery	Bill No 6146117296 dt 16.9.14 (Hand Pallet Truck Cap. 2500 Kgs x 2 Nos)
Softa	Plant & Machinery	CB Votator with Motor and Drives (Imported)
Softa	Plant & Machinery	Fogging Machine x 1 Nos for Mother dairy project
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Refrigerator
Softa	Plant & Machinery	Refrigerator
Softa	Plant & Machinery	CIP Heater
Softa	Plant & Machinery	APV Homogenizer Model No MC 45 (Imported)
Softa	Plant & Machinery	PHE for Cooling Cream
Softa	Plant & Machinery	Ubique Bursting Strength Borad Teater With 0-7 & 0-35 Kgs.
Softa	Plant & Machinery	ABC Fire Extingushier
Softa	Plant & Machinery	Electronic Balance 5ltr cap. & 220gm capacity
Softa	Plant & Machinery	Dryer/Evaporator (Capacity Enhance)
Softa	Plant & Machinery	Blue Colour Coated Profile Sheet
Softa	Plant & Machinery	Weighing Balance 1500 g capacity LC 0.01 g
Softa	Plant & Machinery	Electrical Panel
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	Kirloskar Pump
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Cold Storage Iii (Dahi)
Softa	Plant & Machinery	100 HP Electric Motor 3 Phase 1440 RPM-Make ABB
Softa	Plant & Machinery	ACB
Softa	Plant & Machinery	Vertical Autoclave
Softa	Plant & Machinery	Chest Freezer 500 Ltr x 2Nos
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	Thermal Printer System
Softa	Plant & Machinery	S.S.B/ Fly Valve With Union & S.S.N.R.V
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	Pumps & Valve for Boiler
Softa	Plant & Machinery	SS Three Way, SS B/Fly & SS Bend
Softa	Plant & Machinery	SS High Speed Air Curtain
Softa	Plant & Machinery	3.5 X 70 Sq. MM (Al.Ar.)
Softa	Plant & Machinery	Laminar Air Flow
Softa	Plant & Machinery	Applie I Phone 5S - 32GB x 1 Nos
Softa	Plant & Machinery	Kirloskar Pump KDS 314 1set& SP3LM-2 Nos



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Softa	Plant & Machinery	PLANT & MACHINERY
Softa	Plant & Machinery	Lamminar Air Flow
Softa	Plant & Machinery	Air Conditioner
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	3000 CFM Exhaust Unit
Softa	Plant & Machinery	UL Adapter
Softa	Plant & Machinery	Shrink Tunnel Machine 1 No.
Softa	Plant & Machinery	Milk Pump (Amul Milk Tank)
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	KSB Make Pump Boiler
Softa	Plant & Machinery	Hand Pallet Truck 2500Kgs.
Softa	Plant & Machinery	Servo Drive Motor and Cable
Softa	Plant & Machinery	400*3.5 CORE ALM.ARM. LTXLPECABLE
Softa	Plant & Machinery	Water Bath Double Wall
Softa	Plant & Machinery	SS Conical Reducer, SS Union, SS Bend & SS Non Return
Softa	Plant & Machinery	Installation charges of Ammonia PHE Condensor
Softa	Plant & Machinery	FOTOFLAME FLAMEPHOTOMETER
Softa	Plant & Machinery	FOTOFLAME FLAMEPHOTOMETER
Softa	Plant & Machinery	Return Rrsers Inbuilt 750mm*80mm
Softa	Plant & Machinery	Roots Scrubber Machine 1 Nos
Softa	Plant & Machinery	Kirloskor Pump KDS 830& Kroskar Pump KDS 1348
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Cream Transfer Pump 5.0KL/hr (Centrifugal Type)
Softa	Plant & Machinery	Cream Transfer Pump 5.0KL/hr (Centrifugal Type)
Softa	Plant & Machinery	Automatic Neumatic Crimping Tool & Crimping Tool
Softa	Plant & Machinery	KSB Make PVMP Movi 32/10
Softa	Plant & Machinery	KSB Make PVMP Movi 32/10 (Husk Fire Boiler)
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Palletised Rack systems
Softa	Plant & Machinery	M S Channel
Softa	Plant & Machinery	Biometric Based Access Systems
Softa	Plant & Machinery	LG AC LWA 6EW1
Softa	Plant & Machinery	Water Cooler
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Freight of Can Washer
Softa	Plant & Machinery	Dahi Machinery
Softa	Plant & Machinery	Hammer Machine
Softa	Plant & Machinery	Trf from Professional Fees-Project Cost report
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Freezer (Blue Star - Chest Type)
Softa	Plant & Machinery	Freezer (Blue Star - Chest Type)
Softa	Plant & Machinery	Channel & Chequet Plate
Softa	Plant & Machinery	S S Centrifugal Pumps
Softa	Plant & Machinery	S.S.Chimney(Food)
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	APV Homogenizer Model No MC 45 (Imported)
Softa	Plant & Machinery	Digital Dualchannel With Sodium Potassium Filters Diaphragm
Softa	Plant & Machinery	Unloading Pump
Softa	Plant & Machinery	Printing Cylinder Cow Milk
Softa	Plant & Machinery	Printing Cylinder Dairy Best dahi 200 ML
Softa	Plant & Machinery	Centrifugal Pump SHP


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Softa	Plant & Machinery	Bar Screen
Softa	Plant & Machinery	Feed screw unit with speed controller for SFM Section
Softa	Plant & Machinery	Chest Freezer 500 Ltr x 2Nos,
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	KBL Make 25HP 1400 RPM (entered in FA on 31/01/2013 as wrongly entered in R&M Plant & Mach)
Softa	Plant & Machinery	Butter Melting Machine (Imported)
Softa	Plant & Machinery	Blue Star Split 2 Ton AC-1 Nos
Softa	Plant & Machinery	Blue Star AC with stablizer & Stand
Softa	Plant & Machinery	Modular Clean Room Wall Panel
Softa	Plant & Machinery	Single dish Machine x 1Nos, Scrubbing Brush x 1 Nos
Softa	Plant & Machinery	Ozone Air Sterillizer
Softa	Plant & Machinery	Air Conditioner
Softa	Plant & Machinery	S.S.304 lighting Fixtures
Softa	Plant & Machinery	Homogeniser Machine (120 HP)
Softa	Plant & Machinery	Samsung Refrigerator 321 Ltr x 1 Nos & Samsung Refrigerator 195 Ltr x 1 Nos Freight add
Softa	Plant & Machinery	Balance Tank Capacity 250 Ltr
Softa	Plant & Machinery	Balance Tank Capacity 250 Ltr
Softa	Plant & Machinery	Hings Door 900*1800MM
Softa	Plant & Machinery	Drill Machine
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Blue Star Split 2 Ton AC-1 Nos
Softa	Plant & Machinery	Combine
Softa	Plant & Machinery	Tubular Heater 15 Kw.
Softa	Plant & Machinery	Strapping Machine
Softa	Plant & Machinery	Strapping Machine
Softa	Plant & Machinery	Strapping Machine x 1 Nos
Softa	Plant & Machinery	Hand Pallet Trucks
Softa	Plant & Machinery	Hand Held Metal Detector Scorpion, Door Frame Metal & Search Light
Softa	Plant & Machinery	Hand Pallet truck
Softa	Plant & Machinery	PH meter
Softa	Plant & Machinery	Hand Pallet Truck
Softa	Plant & Machinery	Hand Pallet Truck
Softa	Plant & Machinery	Strapping Manchine
Softa	Plant & Machinery	Vaccum Cleaner-model AS-59
Softa	Plant & Machinery	BR Machine With Water Bath
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	SS Pipe 1.5
Softa	Plant & Machinery	Wighing Scale-for lab
Softa	Plant & Machinery	Stablizer 25Kva for Powder Plant
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	SS Bend, SS Union, SS Flange etc.
Softa	Plant & Machinery	Plastic Pallets preforated
Softa	Plant & Machinery	Printing Cylinder Kquality Low fat Dahi 200 GM
Softa	Plant & Machinery	Printing Cyclinder X 5 Nos for Mango, Strawberry, Banana, Choco, Coffee 1 for each
Softa	Plant & Machinery	AC O'G Wac 2.0 tr AXZ18GNL (165)458
Softa	Plant & Machinery	Electronic Balance Machine-PL602E
Softa	Plant & Machinery	Radiator



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Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Mono Block Pump x 1 Nos - Evaporator
Softa	Plant & Machinery	Strapping Machine
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Wall To Wall & Ceiling Panel Coving
Softa	Plant & Machinery	Ammonia Globe Valve ,Pressure Gauge, nipple (entered in FA on 31/01/2013 as wrongly entered in R&M Plant & Mach)
Softa	Plant & Machinery	Spout Sealing machine for 15 Kg Tins
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Tank Ghee Section
Softa	Plant & Machinery	Evaporator Phe Type
Softa	Plant & Machinery	Shrink Tunnel (Insta Pack Make) Model IP 4525
Softa	Plant & Machinery	3KVA Online UPS
Softa	Plant & Machinery	Duplex Inline Filter
Softa	Plant & Machinery	On Line UPS 3 Kva with Inbuilt Batter x 1 Nos for Induction sealer machine
Softa	Plant & Machinery	APV Homogenizer Model No MC 45 (Imported)
Softa	Plant & Machinery	SS Union 1.5
Softa	Plant & Machinery	BMA7502S1D-A MODULE
Softa	Plant & Machinery	Monoblock Pump
Softa	Plant & Machinery	Radiator
Softa	Plant & Machinery	Belt Conveyor
Softa	Plant & Machinery	Poly Jar Lamination M/c
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	Milk Sialo
Softa	Plant & Machinery	Ghee Residue M/c
Softa	Plant & Machinery	LED (CCTV Camera)
Softa	Plant & Machinery	LED (CCTV Camera)
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Monoblock pump kds 1044++
Softa	Plant & Machinery	Chain Pully Set 5 & 1 ton (entered in tally on 31.01.2013 as wrongly entered in Repair Plant & Machinery)
Softa	Plant & Machinery	Pump SS (1 HP)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Laboratory Electric Oven
Softa	Plant & Machinery	Paperless Data Recorder
Softa	Plant & Machinery	Strapping M/c - VIBWATIC-025e
Softa	Plant & Machinery	Pouch sealing M/c
Softa	Plant & Machinery	Milk Heating PHE
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	BMA6002S1D-A MODULE
Softa	Plant & Machinery	SS One Lac Ltr. Tank Shifting
Softa	Plant & Machinery	LED (CCTV Camera)
Softa	Plant & Machinery	Samsung refrigerator 321 Ltr x 1 Nos
Softa	Plant & Machinery	Cooling Tower
Softa	Plant & Machinery	Digital Process recorder x 1 Nos
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Perforated grills return risers
Softa	Plant & Machinery	Digital Weighing Scale
Softa	Plant & Machinery	Pump for Willet Printer
Softa	Plant & Machinery	Plant & Machinery


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Softa	Plant & Machinery	Voltas AC 2 Ton
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Hand Sealer Machine for 5 Kg Matka x 1 Nos & Hand Sealer Machine for 15 Kg Dahi Matka x 1 Nos
Softa	Plant & Machinery	Damper Actuators
Softa	Plant & Machinery	Foot Mounted Motor 7.5 HP 1440 RPM
Softa	Plant & Machinery	Starters Fitted Panel
Softa	Plant & Machinery	Paper Less Recorder KH204
Softa	Plant & Machinery	Trolleys
Softa	Plant & Machinery	Magnehik Gauge
Softa	Plant & Machinery	Mixing Valve 3 Way
Softa	Plant & Machinery	Monoblock pump 7.5 HP
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Air Conditioners
Softa	Plant & Machinery	Installation charges of Air Conditioner
Softa	Plant & Machinery	Kirloskar 3HP KDS 325 GP
Softa	Plant & Machinery	Heat Sealing Machine
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Air Conditioners
Softa	Plant & Machinery	Cooling Machine
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Blue Star Deep Freezer HF-500
Softa	Plant & Machinery	Electrifier Weilding Machine
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	AC 1.5 TR Split (3 Star)
Softa	Plant & Machinery	AC 1.5 TR Split (3 Star)
Softa	Plant & Machinery	Image
Softa	Plant & Machinery	Carton Holder 500ml With Bearing Stand
Softa	Plant & Machinery	Cooling Tower
Softa	Plant & Machinery	AC 1.5 TR Split (3 Star)
Softa	Plant & Machinery	Air curtain
Softa	Plant & Machinery	S S Air Curtain
Softa	Plant & Machinery	Fuel Oils Pump 1500LPH
Softa	Plant & Machinery	Date Coding M/c & Strip (entered in FA on 31/01/2013 as wrongly entered in R&M Plant & Mach)
Softa	Plant & Machinery	Kirloskar Pump 7.5 Hp
Softa	Plant & Machinery	Crimping Tools
Softa	Plant & Machinery	Water Bath 600X300X175mm
Softa	Plant & Machinery	Deep Freezer
Softa	Plant & Machinery	Deep Freezer for Lab Use
Softa	Plant & Machinery	Deep Freezer
Softa	Plant & Machinery	Air Ventilator
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Engraved MS Copper Plated Roller (Red, Black, Yellow, Cyan, Blue)
Softa	Plant & Machinery	Little Wonder Super-750 Sewage Pump
Softa	Plant & Machinery	APV Homogenizer Model No MC 45 (Imported)
Softa	Plant & Machinery	Monoblock Pump Set 7.5 HP
Softa	Plant & Machinery	Freezer (Blue Star - Chest Type)
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	Band Sealer Machine x 1 Nos
Softa	Plant & Machinery	AC O'G Wac 1.5 tr AXZ18GNL (134)303


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Softa	Plant & Machinery	Monoblock Pump KDS -1348 (Cooling Tower)
Softa	Plant & Machinery	Muffle furnace 1200°C Digital
Softa	Plant & Machinery	Air Conditioner 1.5 t
Softa	Plant & Machinery	Printing Cylinder Tea Special 200 ML
Softa	Plant & Machinery	Printing Cylinder Tea special 500 ML
Softa	Plant & Machinery	H.R Sheet
Softa	Plant & Machinery	HP blower 1.5 HP complete with attachment of outlet funnel 500 mm / air distribution channe for SFM Section
Softa	Plant & Machinery	Cold Storage Iii (Dahi)
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Chest Freezer 500 Ltr
Softa	Plant & Machinery	Kirloskor Pump 3HP kds 822 1pc
Softa	Plant & Machinery	Tanks Ghee Section
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Hand Pallet truck
Softa	Plant & Machinery	Milk Pouch Packing
Softa	Plant & Machinery	1.5 Ton Videocon Split
Softa	Plant & Machinery	1.5 Ton Videocon Split
Softa	Plant & Machinery	Pouch Machine
Softa	Plant & Machinery	Hand Pallet Trucks
Softa	Plant & Machinery	Minispin
Softa	Plant & Machinery	Electric Oven Universal
Softa	Plant & Machinery	Crate Washer
Softa	Plant & Machinery	SS Union & SS Three Way Valve 63.5MM
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Kota hand Grinding M/c(net of Debit note PRTA-015/17/000001)
Softa	Plant & Machinery	PLANT & MACHINERY
Softa	Plant & Machinery	Deep Freezer
Softa	Plant & Machinery	Air Curtain
Softa	Plant & Machinery	S.S Cello Tank Shifting
Softa	Plant & Machinery	Window Air Conditioner 1.5 t
Softa	Plant & Machinery	Belt Conveyor
Softa	Plant & Machinery	Double Bucket Trolley X 4 Nos.
Softa	Plant & Machinery	Crompton Sewage Pump
Softa	Plant & Machinery	R.O.Plant
Softa	Plant & Machinery	Heat Sealing Machine
Softa	Plant & Machinery	Kirloskar Pump
Softa	Plant & Machinery	Pipettes
Softa	Plant & Machinery	Hand Pallet truck
Softa	Plant & Machinery	Sewing Machine
Softa	Plant & Machinery	Sewing Machine
Softa	Plant & Machinery	Manual Crimping Tool
Softa	Plant & Machinery	Hand Pallet Truck
Softa	Plant & Machinery	SS Pipe Clamp
Softa	Plant & Machinery	Hand Pallet Trucks
Softa	Plant & Machinery	Digital Weighing Balance 0.1 G Sensitivity
Softa	Plant & Machinery	Mobile
Softa	Plant & Machinery	Ceiling system 80mm THK
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	2000Ltr water Tank 2 Nos
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Voltas Window A/c



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Softa	Plant & Machinery	Sewing Machine
Softa	Plant & Machinery	Sewing Machine
Softa	Plant & Machinery	Aquasnap for ATP water test
Softa	Plant & Machinery	Erection Work Curd Section
Softa	Plant & Machinery	Rotary Hammer Drill Machine - BOSCH x 1 Nos
Softa	Plant & Machinery	Refrigerator
Softa	Plant & Machinery	Electronic Balance Machine-BPA241-3
Softa	Plant & Machinery	Air Ventilator
Softa	Plant & Machinery	Ball Valve
Softa	Plant & Machinery	Sludge/Sewage Submersible Pump 40M/Hr 15mtr Head
Softa	Plant & Machinery	Semi Auto Swing
Softa	Plant & Machinery	Ex Fan 2 Pcs
Softa	Plant & Machinery	Monoblock Pump KDS -830 (Head Tank & Boiler Spare)
Softa	Plant & Machinery	Camera 6 MM x 3 Nos, Power supply x 3 Nos, Wire x 100
Softa	Plant & Machinery	Bag Stching Machine x 2 Nos & Wire x 1 Roll
Softa	Plant & Machinery	Milk Purifier 15 Ltr X 1 Pcs
Softa	Plant & Machinery	Cooling Tower
Softa	Plant & Machinery	Godrej Refrigerator
Softa	Plant & Machinery	Seaming Rolls Assmled Jar & Tin
Softa	Plant & Machinery	Erection Carried
Softa	Plant & Machinery	Leader Pump x 1 Nos
Softa	Plant & Machinery	SPOOCR150 END PANEL
Softa	Plant & Machinery	Electric Weighing Scale 200 Kg/Ltr
Softa	Plant & Machinery	Seprater
Softa	Plant & Machinery	Air Conditioner
Softa	Plant & Machinery	Tank Ghee Section
Softa	Plant & Machinery	Air Curtain
Softa	Plant & Machinery	Acessories Domino Ink Jet Printer A220-Sno W22801592
Softa	Plant & Machinery	Ultrasnap for ATP surface test
Softa	Plant & Machinery	Aluminium Armed Cable
Softa	Plant & Machinery	Sony M Dual vide C.M. no. 10658 of M/s Sethi Cell Point
Softa	Plant & Machinery	Sony M Dual vide C.M. no. 10659 of M/s Sethi Cell Point
Softa	Plant & Machinery	Sealer Pumps.
Softa	Plant & Machinery	Weighine Scale
Softa	Plant & Machinery	Colony counters
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Electrical Panel for Steam 2 CIP
Softa	Plant & Machinery	Weighing Scale 50kg CAP
Softa	Plant & Machinery	Air Conditioners
Softa	Plant & Machinery	New Mobile
Softa	Plant & Machinery	M S Channel
Softa	Plant & Machinery	Cold Storage
Softa	Plant & Machinery	Boiler
Softa	Plant & Machinery	PHE PLATES (EPDM T*2)
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Bosch Rotary Hammer Drill Machine-GBH-2-26DRE 01nos
Softa	Plant & Machinery	abbe refractometer
Softa	Plant & Machinery	Weighing Scale 50kg Cap
Softa	Plant & Machinery	Seaming Ctluck For Jar
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Sewing Machine



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Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	I.R Balance
Softa	Plant & Machinery	CCTV Camera
Softa	Plant & Machinery	BMA9002S1D-A MODULE
Softa	Plant & Machinery	Butter Melting Machine (Imported)
Softa	Plant & Machinery	Godrej Refreigerator
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Hand Dryer 2 Nos (1 No. Return due to Rejected)
Softa	Plant & Machinery	Charges
Softa	Plant & Machinery	Water Bath, Double wall
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	BMA900C1S-CORNER MODULE
Softa	Plant & Machinery	Mobile
Softa	Plant & Machinery	Pouch Machine
Softa	Plant & Machinery	Lab Stirrer Remi
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Jar Packing Die for Dahi Matka
Softa	Plant & Machinery	Clean Room Doors
Softa	Plant & Machinery	Air Conditioners
Softa	Plant & Machinery	25 MM THK Pre Filter
Softa	Plant & Machinery	Fire Alarm
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Cap Tighting Plunger (Chuck) for 38mm Cap Size
Softa	Plant & Machinery	Cap Tighting Plunger (Chuck) for 38mm Cap Size
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	SINGLE PHASE
Softa	Plant & Machinery	Cast Iron Weight
Softa	Plant & Machinery	APEGBOARD
Softa	Plant & Machinery	OSWB3S-VALVE
Softa	Plant & Machinery	Electronic Weigh Scale 0-10 KG
Softa	Plant & Machinery	Numbering Machine
Softa	Plant & Machinery	Cat 6 Lan Cable 305 Mtr
Softa	Plant & Machinery	Handy Coder Machiner
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	MICRON STABILIZER 4KVA
Softa	Plant & Machinery	Pouch Sealing M/C
Softa	Plant & Machinery	SPQWB150-SERVICE PANEL
Softa	Plant & Machinery	Weighine Scale
Softa	Plant & Machinery	SS 3 WayValve 1.5
Softa	Plant & Machinery	CB Votator with Motor and Drives (Imported)
Softa	Plant & Machinery	Palletised Rack systems
Softa	Plant & Machinery	Minivortex Remi
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Weighing Scale 50kg CAP
Softa	Plant & Machinery	Bag Closing machine x 1 Nos & Screw x 50 Nos
Softa	Plant & Machinery	Bag Closing Machine x 1 Nos
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	Handy Coder Machine
Softa	Plant & Machinery	Plant & Machinery
Softa	Plant & Machinery	New Mobile for R.K. Chhabra vide C.M. no. 034
Softa	Plant & Machinery	SS 2 WayValve 1.5



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Softa	Plant & Machinery	XPS Caratge
Softa	Plant & Machinery	CCTV Softa
Softa	Plant & Machinery	Boiler (Machinery)
Softa	Plant & Machinery	Electronic Balance Machine
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	Monoblock Pump CGL Pump MS I s.ph (KFPM 5696)
Softa	Plant & Machinery	Electronic Hooter
Softa	Plant & Machinery	Numex Label Printing Machine
Softa	Plant & Machinery	Numex Label Printing Machine
Softa	Plant & Machinery	Numex Label Printing Machine
Softa	Plant & Machinery	Coding Machine x 2 Nos
Softa	Plant & Machinery	Digital Weighscale Capacity 5 Kg x 1 Nos
Softa	Plant & Machinery	Digital Weighscale Capacity 5 Kg x 1 Nos
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Handy Coder Machine with Ink
Softa	Plant & Machinery	Pouch Sealing M/C
Softa	Plant & Machinery	Pasco make Weighing Sacle
Softa	Plant & Machinery	Bag Closer Machine x 2 Nos
Softa	Plant & Machinery	New Weighbridge (Cap 60 Ton)
Softa	Plant & Machinery	Handy Coder Machiner 1 Set
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	SMPS With Battary Backup
Softa	Plant & Machinery	Mobile
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Weighing Scale Cap. 6 Kgs
Softa	Plant & Machinery	Centrifugal Pump
Softa	Plant & Machinery	Freight for Centrifugal Pump Model from Zutech PVT Ltd from Zutech to Softa
Softa	Plant & Machinery	SS One Lac Ltr. Old Tank Shifting
Softa	Plant & Machinery	Foot operated one kg sealer machine (for powder packing)
Softa	Plant & Machinery	BMPED750-PEDESTAL
Softa	Plant & Machinery	Motorised Fan
Softa	Plant & Machinery	Return Rrsers Inbuilt 750mm*80mm
Softa	Plant & Machinery	Hex Bolt 30.33 Kgs
Softa	Plant & Machinery	BMPED600-PEDESTAL
Softa	Plant & Machinery	S.S. Centrifugal Pump of Vide C.M. No.-64 of M/s Zeuser Engineers Pvt. Ltd.
Softa	Plant & Machinery	Bolt Cutter M/c
Softa	Plant & Machinery	Sewing Machine
Softa	Plant & Machinery	SS Bans 1.5
Softa	Plant & Machinery	Blender
Softa	Plant & Machinery	SS Reducer 2x2.5
Softa	Plant & Machinery	Installation Blue Star AC with stablizer & Stand
Softa	Plant & Machinery	SS Reducer 2x1.5
Softa	Plant & Machinery	SINGLE PHASE
Softa	Plant & Machinery	(O Ring 64 MM x 8 Nos) - Dahi Filling Machine
Softa	Plant & Machinery	Numex Label Printing Machine
Softa	Plant & Machinery	Radiator
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	Milk Powder Repacking Plant Code AE-1077128-UA511 (IMPORTED)
Softa	Plant & Machinery	BMCPA-END COVER PANEL
Softa	Plant & Machinery	BMPED900C-PEDESTAL
Softa	Plant & Machinery	LED (CCTV Camera)
Softa	Plant & Machinery	Milk Sialo



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Softa	Plant & Machinery	BMPED900-PEDESTAL
Softa	Plant & Machinery	Extra Display for Weighing Sacle
Softa	Plant & Machinery	BMCPWB150A-END PANEL
Softa	Plant & Machinery	Sd set for CCTV Camera
Softa	Capital work in progress	Cheese Block Formers - 4MT/Hr
Softa	Capital work in progress	Cheese Block Formers - 4MT/Hr
Softa	Capital work in progress	Chilled Water Circulation SS Pump for Close Circuit with PHE
Softa	Capital work in progress	Interconnecting Product & CIP Pipe & Fittings
Softa	Capital work in progress	Interconnecting Product & CIP Pipe & Fittings
Softa	Capital work in progress	Pneumatic Cheese Cutters (Pre-cutter + Portion Cutter)
Softa	Capital work in progress	SS Hoops
Softa	Capital work in progress	SS Pneumatic Paneer Press Cluster
Softa	Capital work in progress	SS Pumps
Softa	Capital work in progress	SS Tables
Softa	Capital work in progress	Vacuum Packaging Machine Type R 105
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	Cream Separator 20KI
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	Trf from Repair P&M on 30.03.15
Dibai	Plant & Machinery	Boiler & Equipments
Dibai	Plant & Machinery	New Cold Room
Dibai	Plant & Machinery	Pasteurizer 20 KL
Dibai	Plant & Machinery	Online multiparametric UV double beam Spectrophotometry effluent monitoring system(BOD,COD,TSS pH) for ETP section
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	TP Ghee Clarification Station 2000LPH
Dibai	Plant & Machinery	Balance & Ghee Store Tank
Dibai	Plant & Machinery	Bulk Milk Cooler
Dibai	Plant & Machinery	1Nos Pressure Reducing Station(cast steel 1No
Dibai	Plant & Machinery	S.S.Centrifugal Pump
Dibai	Plant & Machinery	New Cream Tank
Dibai	Plant & Machinery	Boiler & Equipments
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	Instrumentation & Control Panel
Dibai	Plant & Machinery	Lab equipments
Dibai	Plant & Machinery	Boiler & Equipments
Dibai	Plant & Machinery	Boiler & Equipments
Dibai	Plant & Machinery	A.C for Lab , MPD Office & shift Incharge office
Dibai	Plant & Machinery	1Nos Conc.Milk Chiller Model Tx2-SN-122+48
Dibai	Plant & Machinery	Boiler erection & installation(entry 29.05.14)
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	Complete Change Parts 500gm & 1000gm of HMI
Dibai	Plant & Machinery	Cooling Tower
Dibai	Plant & Machinery	Electrical Installation
Dibai	Plant & Machinery	Electrical Installation
Dibai	Plant & Machinery	Tin Filler Load Cell M/C for 15 Kg



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Dibai	Plant & Machinery	1Set Screw Conveyor & Mixture(Ghee Packing Machine
Dibai	Plant & Machinery	2 Nos KSB Make Pump Mori 32/9
Dibai	Plant & Machinery	Electrical Installation
Dibai	Plant & Machinery	1 Nos 7.5 HP Milk Pump Cap.25KL & Accessories
Dibai	Plant & Machinery	Electronic Analytical Balance 1 Pcs
Dibai	Plant & Machinery	Mono Block Pump 15 H.P Kirlosker
Dibai	Plant & Machinery	1 Nos 7.5 HP Milk Pump Cap.25KL
Dibai	Plant & Machinery	Boiler & Equipments
Dibai	Plant & Machinery	Pipe line Insulation work in plant
Dibai	Plant & Machinery	Dump Tank 100Ltr
Dibai	Plant & Machinery	Lab equipments
Dibai	Plant & Machinery	Boiler erection & installation (Entry on 29.05.15
Dibai	Plant & Machinery	1Nos Coal Crusher Machine With 5 H.P.Motor
Dibai	Plant & Machinery	Labour Job work bill of Euro chem aligarh for pipe line Insulation work in plant as per bill no. 12 of euro chem and TDS Deduct 1% (46330 of 1%) as per bill.
Dibai	Plant & Machinery	Mono Block pump 7.5 H.P crompton 02 Nos
Dibai	Plant & Machinery	Two pcs weighing m/c capacity 6 kg & 120 Kg
Dibai	Plant & Machinery	TIN SEALING MACHINE
Dibai	Plant & Machinery	TIN SEALING MACHINE
Dibai	Plant & Machinery	A.C for Lab , MPD Office & shift Incharge office
Dibai	Plant & Machinery	Pump
Dibai	Plant & Machinery	Pump
Dibai	Plant & Machinery	Installation of Equipments Air Conditioner
Dibai	Plant & Machinery	Service Tax Reverse Charges 31/03/15
Dibai	Plant & Machinery	Insect Killer with H.T.Transformer
Dibai	Plant & Machinery	Sealing Machine (Foot Model) with Accessories
Dibai	Plant & Machinery	Spare Kit for MNX - 185
Dibai	Plant & Machinery	Fabricator for Prepration
Dibai	Plant & Machinery	Pump
Dibai	Plant & Machinery	Pump
Dibai	Plant & Machinery	Plant & Machinery
Dibai	Plant & Machinery	Submersible
Dibai	Plant & Machinery	P.O NO.STATOR NCR BONDED TO MS SLEEVE MODEL:-KXWF382ASF5W
Dibai	Plant & Machinery	Electronic Cream Seprator
Dibai	Plant & Machinery	Service Tax Reverse Charges entred on 31/03/15
Dibai	Plant & Machinery	1Pc Flatex Batch Printing Machine G-6030 in 6mm Kit Box & F. D. Printing Ink
Dibai	Plant & Machinery	Bag Stching Machine
Dibai	Plant & Machinery	Pump model no. 38-2A-SF-5W
Dibai	Plant & Machinery	Installation of Equipments Air Conditioner
Dibai	Plant & Machinery	Centufuge Machine for Lab
Dibai	Plant & Machinery	Service Tax Reverse Charges entred on 31/03/15
Dibai	Plant & Machinery	Installation of Equipments Air Conditioner
Dibai	Plant & Machinery	1Pc Handy Coder Printing
Dibai	Plant & Machinery	Electrical Installation
Saharanpur	Plant & Machinery	Trf from CWIP
Saharanpur	Plant & Machinery	1000KVA 11000/433V Distribution Transformer
Saharanpur	Plant & Machinery	Rotary Screw Air Compressor
Saharanpur	Plant & Machinery	Automatic Protein Testing M/c
Saharanpur	Plant & Machinery	assembled from stores & spares-hot water generating system-03 nos (detail Attached)
Saharanpur	Plant & Machinery	Trf from CwIP Boiler



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Saharanpur	Plant & Machinery	Sartorius Analytical Bbalance Model BSA224SCW(S/N 32391127)Supplied Complete with Power Adoptor & User Manual For Lab Form 38No. 198031
Saharanpur	Plant & Machinery	Hotwater Generating System
Saharanpur	Plant & Machinery	Refurnished Videojet Printer for SMP Roll & Dahi matka Print
Saharanpur	Plant & Machinery	Steam Control Valve For Hotwater System
Saharanpur	Plant & Machinery	Milk Chiller Model-V-E-26-16-1S&CL
Saharanpur	Plant & Machinery	Alluminium foil Sealing M/C
Saharanpur	Plant & Machinery	Pasteuriser Panel Components
Saharanpur	Plant & Machinery	KSB subersible Pump 18C/14 5HP
Saharanpur	Plant & Machinery	Deep Freezer
Delhi	Plant & Machinery	160 KVA Silent DG Set SRN DT 19,07/15
Delhi	Plant & Machinery	DG Genset (125KVA) With Fram and Accessories.
Delhi	Plant & Machinery	High Unit Instaillation of AC
Delhi	Plant & Machinery	20 KVA Silent DG Set
Delhi	Plant & Machinery	Blue Star Refrigerator 8.75tr Model DSA-1052SR1
Delhi	Plant & Machinery	AC 1.5 TR Split (5 Star) SRN DT21.08.15
Delhi	Plant & Machinery	1.0TR HI-WALL SPLIT AC (FTC35)
Delhi	Plant & Machinery	Pressure Testing/ Vaccmizing & Gas Chrging
Delhi	Plant & Machinery	160 KVA AMF Panel SRN DT 19.07/15
Delhi	Plant & Machinery	2.5TR Ductable Split AC Daikin
Delhi	Plant & Machinery	Blue Star Make Chest Type chiller
Delhi	Plant & Machinery	Indoor Units Ductable Type 1.06 TR & Cassette Type 1.06 TR
Delhi	Plant & Machinery	PVC drain Pipe, Copper Pipe & Interconnectin Cable
Delhi	Plant & Machinery	Blue Star Make Chest Type chiller
Delhi	Plant & Machinery	4.5TR Ductable Split AC Daikin
Delhi	Plant & Machinery	AC 1.5 TR Split (5 Star),AC2.0 TR ductable
Delhi	Plant & Machinery	Parts of Installation of DG
Delhi	Plant & Machinery	62.5KVA AMF Control Panel (100 AMP)
Delhi	Plant & Machinery	3.0TR Ducatable Split AC Daikin
Delhi	Plant & Machinery	AC 1.0 TR Split (5 Star) SRN DT21.08.15
Delhi	Plant & Machinery	Crompton Cutter Pump 2HP CCPM22
Delhi	Plant & Machinery	Installation of D.G Set
Delhi	Plant & Machinery	Daikin Split AC 1.8 TR (4 Star) Model No.FTF60QRV16 1 pc
Delhi	Plant & Machinery	AC 1.8 TR Split (5 Star) SRN DT21.08.15
Delhi	Plant & Machinery	Blue Star AC with stablizer & Stand
Delhi	Plant & Machinery	Air Conditioner
Delhi	Plant & Machinery	20 KVA AMF Panel (Single Meter)
Delhi	Plant & Machinery	Currency Counting Machine
Delhi	Plant & Machinery	Accessories 62.5KVA
Delhi	Plant & Machinery	Air Conditioner
Delhi	Plant & Machinery	Voltas AC 1.5 Ton
Delhi	Plant & Machinery	Daikin Ductable Unit 6.25TR"
Delhi	Plant & Machinery	Installation parts of AC
Delhi	Plant & Machinery	Sewerage Pump 2 HP
Delhi	Plant & Machinery	Submersible Pump
Delhi	Plant & Machinery	Installation charges of AC
Delhi	Plant & Machinery	Installation charges of DG
Delhi	Plant & Machinery	Installation chg of AC


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Details of Computer & Networks

Location	Item Name
Softa	Desktop Dell Vostro 3800- Core i3, 4GB, 500GB HDD, 18.5", win 8 x 8 Pcs)
Softa	Desktop
Softa	DESKTOP
Softa	Desktop Dell Vostro 3800 x 3 Pcs
Softa	Rack 32U, Switch 24 Port, Jack Panel, Cable Dlink Cat 6
Softa	DESKTOP
Softa	Cost of 5 No's HP ALL IN ONE M1005 PRINTERS
Softa	CPU & Motherboard x 2 pcs, Ram 2 GB x 2 pcs, HDD 500 GB x 2 pcs, Cabinet x 2 pcs, Key board, Mouse DVD writer, Led TFT x 2 pcs
Softa	DESKTOP srNO19448584130;19448584130
Softa	Computer System
Softa	Dell Laptop Inspiron15-3521
Softa	Laptop Dell Inspiron x 1 Nos
Softa	DESKTOP
Softa	Laptop Dell
Softa	DESKTOP sR.No 17146138862
Softa	DESKTOP
Softa	DESKTOP
Softa	Laptop Sr.No.29656330850
Softa	Laptop Sr.No. 12276267122
Softa	FIBRE TRANS RECEIVER & FIBRE CABLE MM 6 CORE & network switch
Softa	Dektop
Softa	A4 Size Printer
Softa	A4 Size Printer
Softa	Printer
Softa	Printer HP Laserjet 1005 x 1 Nos
Softa	HP 1005 Printer S.No.CNH8G6MRR
Softa	HP 1005 Printer S.No.Cbh8g6m57p x 1 Nos
Softa	Jack Panel, 24 Port Networking Switch & Cable 1 Mtr Patch x 20 Pcs
Softa	HP Laserjet M1005 MFP Printer
Softa	Tally Currency S No. 785621769 x 1 No
Softa	A4 Size Printer
Softa	A4 Size Printer
Softa	A4 Size Printer Sr.No. NAQA913360
Softa	LCD Monitor 1 Nos
Softa	600 VA Luminius UPS x 2 Nos
Softa	Intex UP 1 Pc
Saharanpur	Desk top Dell vostro 4 pc Form No.170899
Saharanpur	Desktop,Printer
Saharanpur	Laptop Dell Inspiron 01 pc Form 38 No. 178938
Saharanpur	Printer 1 Nos-HP laser jet 1005
Saharanpur	A4 Size Printer
Saharanpur	Printer
Saharanpur	UPS 4 PC form no.170899
Saharanpur	Dot matris printer
Saharanpur	Printer-TVS MSP 240,S/No NAI3ND088216
Saharanpur	Switch & Hub-Dlink 24 port
Saharanpur	UPS 2 PC
Dibai	4Pc DESKTOP (Dell Vostro 3800,core i3,4gb Ram,500gb Hdd,Win 8,18.5"& Anti Virus 1 pc Quick Heal)
Dibai	Canon 2002N Printer
Dibai	Computer & Accessories 2 Nos
Dibai	CPU and Motherboar,Ram,HDD,Cabinet,Keyboard Mouse,DVD Writer,LEd Monitor,Operating Software & H.P.Laserjet 1005 Printer 1Pc Each
Dibai	1Pc DESKTOP (Dell Desktop,Dc,4gb Ram,500gb Hdd,Win 8,18.5")
Dibai	Computer Assembled
Dibai	A4 Size Printer
Dibai	Priner- HP 1005 1 Nos
Dibai	1Pcs SWICH & HUB(24 Port,Dlink)
Delhi	SERVER - 1pc (Dell Power Edge R-720) Service Tag No. -723T022 (P.O.No. 10 dt. 26.08.2014



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Delhi	SERVER - 1pc (Dell R-420, 16GB RAM,2X1.2TB HDD Window 2008-Sr.No.3L7XGZI, SOFTWARE 1pc-SQL STD2012 & CAL-SQL
Delhi	Laptop
Delhi	Laptop Sr no 11299388978;25192932734;26234534450;12857832830;;36802438526;34882877234;6255920738;11178 456626
Delhi	Lenovo Tab 2 A7-30 (3G Voice Calling)
Delhi	WINDOW SERVER with Operating Software
Delhi	Cyberoam DPU CR200ing firewall security server
Delhi	Access Point WI-FI
Delhi	Laptop
Delhi	Computer Set
Delhi	Laptop
Delhi	Laptop Sr.No.34386829454;35342109758;3839232062;7285804094;13634752574
Delhi	DESKTOP
Delhi	DESKTOP
Delhi	Printer 1Pc "H.P Laserjet 128 FW" S.No. CNB9G7Q0CF & Printer 1Pc " H.P Laserjet 1005" S.No. CNH8G4175 ,CNH8G73658 & Desktop 1Pc "Dell Inspiron DC/4GB/500GB/WIN8" S.No. 6NG7T12,6MG7T122JG7T12)
Delhi	Computer & Networks
Delhi	Laptop Sr.no. 3753977330;29811458162;5866852466;36160406642
Delhi	3 Nos LAPTOP - S, SONY VAIO
Delhi	DESKTOP
Delhi	DESKTOP
Delhi	DESKTOP
Delhi	Computer Set 4 Nos.
Delhi	Laptop sr.No.35882662142;14054372606;7584491774
Delhi	Del Inspiron 5 Dual Core/4GB/500GB/WN8/
Delhi	Laptop- Sony viao 2 Nos.
Delhi	Laptop Sr.no. 38276722802;29571273074;3508671602;27453277298;18687361394
Delhi	Laptop- Mac Book Pro and Printer HP1005 1 Nos.
Delhi	PROJECTOR - 1 Pc (Acer X1140A DLP,SR No. MRJER100D242002B8401) ,PANABOARD - 1 pc (Sr No. F4028BA1109
Delhi	LAPTOP 1Pc -Apple MAC Book "PROMGX72HN/A" S.No. C17N51PJG3QH
Delhi	LAP TOP - APPLE MAC BOOK AIR
Delhi	Projector
Delhi	2 No LAPTOP (Dell Inspiron 15 - Sr. No. 377102, F267102), Anti Virus IPC
Delhi	MOTHERBOARD, HDD-500GB, RAM-2GB, DVD WRITER, CABINET, KEYBOARD MOUSE-DELL, LED 15.6 , 2 No. PRINTER & 10 PEN
Delhi	MOTHERBOARD, HDD-500GB, RAM-2GB, DVD WRITER, CABINET, KEYBOARD MOUSE-DELL, LED 15.6 , 2 No. PRINTER & 10 PEN
Delhi	MOTHERBOARD, HDD-500GB, RAM-2GB, DVD WRITER, CABINET, KEYBOARD MOUSE-DELL, LCD 15.6 , CABLE, ADD ON CARD 2 Pcs PRINTER Tvse MSP 240 1 pc & HP LASERJET 1005 1 pc (SAHAPURA))
Delhi	DESKTOP
Delhi	Laptop 29053627454;
Delhi	Cyber room Networking Equipment with 3 year
Delhi	Laptop
Delhi	Laptop Sr.no. 42690753650;20924609906
Delhi	DESKTOP
Delhi	Assembled PC Qty - 3 Pcs (user - UP MCC)
Delhi	Del Inspiron 15 Dual Core & Printer
Delhi	CPU ,MOTHERBOARD, HDD-500GB, RAM-2GB, DVD WRITER, CABINET, KEYBOARD MOUSE-DELL, LCD 15.6 , 1 No LAPTOP (DELL INSPIRON 15))
Delhi	Laptop
Delhi	1 No LAPTOP - LENOVO G580 Dual Core, S.No. WB09029515, WB09029396
Delhi	Laptop Sr.No.11953878158;38014800014
Delhi	Laptop Sr.No. 24230191502;33479836814
Delhi	2 No. Desktop Acer Dual Core 1 No. Printer 1 No Router TP Link 3G)
Delhi	DESKTOP
Delhi	Laptop
Delhi	Dell Power Edge T30 Tower Server
Delhi	2 No LAPTOP - HP Celeron Dual Core, Ram 2GB, HDD 500GB,DOS,


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Delhi	2 No. LAPTOP LENOVO Sl. No. WB09029629;WB09028833
Delhi	UPS 1 Pc" Microtek 3 KVA" S.No. 14ELOEU18395" & Battery - UPS 6 Pc " S.No. 3267,3339,3327,3324,3272)
Delhi	1 No. Laptop Samsung Core
Delhi	LAP TOP - SONY VAIO Sr.no.446459052
Delhi	Computer Set 2 Nos.
Delhi	Laptop
Delhi	LAPTOP - 1pc Sr.No. 221B102 & ANTI VIRUS 1pc -QHST 10 USER
Delhi	Aruba IAP-305 (RW) Instant 2X/3X 11Ac P/n-JX945A,HP AP-220-MNT-W1W Mount Kit P/n -JW047A,HP Aruba 802.3af PoE Injector P/n -JW627A
Delhi	Laptop sr.No.26119864226
Delhi	Projector - Hitachi 3030 1Pc (S.No. PDH06802) (G.Floor Confrence Room))
Delhi	MOTHERBOARD, HDD-500GB, RAM-4GB, DVD WRITER, CABINET, KEYBOARD MOUSE-DELL, LCD 15.6 CABLE, LED 20" Dell
Delhi	DESKTOP Dell Vastro 1 pc
Delhi	1 No LAPTOP - Sony Vaio Svt 13113/ens S.No. S01-7005989-0
Delhi	DELL INSPIRON 15-3542 - Si No. 6Z9K912) for Surender, SWICH HUB - 2pc for HO)
Delhi	Laptop 1 No. (DELL INSPIRON 15)Serial No. 3NZG102)
Delhi	Del Inspiron 15 Dual Core
Delhi	Laptop -Sony Viao Core
Delhi	Desktop 1 Pc "Dell Desktop - Dc , 2 gb, Ram , 500gb Hdd , Win 8 , TFT 18.5" S.No. 1CG7T12 & Ram 4 Gb & Cable "HDMI To VGA")
Delhi	DESKTOP
Delhi	DESKTOP
Delhi	Laptop
Delhi	Dell Latitude 3450 SL.No. D9R2Y32
Delhi	DESKTOP
Delhi	Computer & Networks
Delhi	DESKTOP
Delhi	Dell Inspiron 3542-Sr.No.FVY9B12
Delhi	LAPTOP - Dell Inspiron Sr. No. BPF2332 1 pc
Delhi	Dell Inspiron 3442-Sr.No.2ks7532
Delhi	Dell Inspiron 3442-Sr.No.HKS7532
Delhi	Dell Inspiron 3442-Sr.No.9HS7532
Delhi	Dell Inspiron 3542-Sr.No.1QCZ812
Delhi	Dell Inspiron 3542-Sr.No.DZB9C12
Delhi	Dell Inspiron 3542-Sr.No.2WY9B12
Delhi	Laptop
Delhi	Laptop- Sony viao 1 Nos.
Delhi	Laptop
Delhi	Projector 1Pc - Panasonic PT-LX270EA (S.No.WW4360354) mcc)
Delhi	Dell Laptop
Delhi	Dell Laptop
Delhi	DESKTOP
Delhi	Laptop
Delhi	Laptop
Delhi	Dell Vostro 3458 (JJSZY52)
Delhi	DESKTOP
Delhi	Desktop 1 Pc " Dell Desktop - Dc , 2 gb, Ram , 500gb Hdd , Win 8 , TFT 18.5" & Ram 1 Pc 2 Gb)
Delhi	1 No LAPTOP - Dell inspiron
Delhi	1 No LAPTOP (Dell Inspiron 15 - Sr. No. 9Y67102)(Ref .Mandeep)
Delhi	SONY VAIO S/No. SO10004620 & SOFTWARE - MS-OFFICE HOME & STUDENT 2013
Delhi	1 No LAPTOP (SONY VAIO) SR. No. S01-0009427-8)
Delhi	LAP TOP - SONY VAIO CORE
Delhi	Laptop Sr.no. 11155360610
Delhi	1 Pc. Brother Electronic Printer -QL1050, 2 pc Pr Lable
Delhi	Network Switch
Delhi	DESKTOP
Delhi	DESKTOP
Delhi	Dell Laptop
Delhi	Laptop
Delhi	Laptop sr.No.33414809005
Delhi	Laptop Sr.no. 19822507058


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Delhi	Laptop Sr.No. 12674479970
Delhi	A4 Size Printer
Delhi	Computer & Networks
Delhi	LAPTOP - LANOVO G-580 - SL No. WB09029869
Delhi	DESKTOP
Delhi	Laptop 35656619150
Delhi	Laptop sr.no.5117841038
Delhi	Laptop Sr.No.11110710926
Delhi	Laptop Sr.no.19696907918
Delhi	Laptop Sr.No 37351351694
Delhi	Laptop SR.NO 24290657678
Delhi	Laptop Sr.No 43437812222
Delhi	DESKTOP-audit
Delhi	Printer
Delhi	Printer
Delhi	Printer
Delhi	Laptop Sr.No.19300004030
Delhi	Laptop-Acer Aspire
Delhi	Projector
Delhi	MOTHERBOARD, HDD-500GB, RAM-2GB, KEYBOARD MOUSE, LED MONITOR 18.5)
Delhi	Desktop
Delhi	CPU & Motherboard 1Pcs (Core) , Ram 4gb , HDD 500gb, DVD Writer (Lg), Cabinet (Iball) (for Attendance Appliation))
Delhi	Printer -ESPON & Printer HP 1005 CNH8F8PGHZ
Delhi	HP LESERJET 128FW SI No. CNB9J8FLRR
Delhi	Printer 1Pc -HP Laserjet M1216NFH
Delhi	A4 Size Printer Sr.No. W84K055169
Delhi	H.P Leserjet 1213 MF
Delhi	A4 Size Printer
Delhi	Printer HP Leserjet1213 CNG9DMB3H
Delhi	HDD 1Pc (Seagate Central Storage 4tb)
Delhi	4TB SL No. NAS6SAA8G) 1 PC (H.O.)
Delhi	A4 Size Printer
Delhi	A4 Size Printer
Delhi	A4 Size Printer
Delhi	A4 Size Printer
Delhi	A4 Size Printer
Delhi	A4 Size Printer Sr.no CNB6JCBCW1
Delhi	Printer
Delhi	BROTHER LASER DCP-7065DN
Delhi	A4 Size Printer
Delhi	A4 Size Printer
Delhi	Printer
Delhi	Printer
Delhi	HP Laserjet M1005 MFP Printer
Delhi	PRINTER - HP LASERJET 1005
Delhi	1 No PRINTER (HP-1005)
Delhi	NETWORK SWITCH
Delhi	CPU & Mother Board
Delhi	SCCANNER 1 No S/No. KFBA67102, PRINTER CANON 2900B S/No. NAQA304580, MOUSE-DESS 4 Nos & Keybaord 2 pc Dell
Delhi	Pull Down Screen For Projector
Delhi	Printer
Delhi	Printer
Delhi	Installation Point Access Point WI-FI
Delhi	Printer
Delhi	Dot Matrix Printer-EPSON LX 310 Sr.No.Q7EY056714
Delhi	A4 Size Printer
Delhi	Apple TV (user - Confrence Room 2nd Floor)
Delhi	PRINTIER 1 No TVS MSP 240
Delhi	Printer- TVS
Delhi	Printer- Canon LJ2900



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Delhi	A4 Size Printer
Delhi	A4 Size Printer
Delhi	1 Nos PRINTER - Canon 2900b
Delhi	LED Dell 8.5"
Delhi	LED 1 Nos
Delhi	LED ACER 18.5
Delhi	LED Dell
Delhi	LED 1 Nos
Delhi	LED 1 Nos
Delhi	2 Nos UPS (Microtek 650 va
Delhi	2 Nos UPS (Microtek 650 va
Delhi	LCD - Vostro Screen
Delhi	HDD WD 500GB (S/No. WX21AB3J4069)
Delhi	2 No UPS -INTEX
Delhi	Luminous-UPS Sr 241409325285
Delhi	UPS 1 pc - Intex 725 01542177135014145
Delhi	1 pc UPS - INTEX - 01542177132404784
Delhi	1 No UPS (INTEX)
Delhi	1 No UPS (INTEX)
Delhi	1 No UPS INTEX 725
Delhi	1 No UPS INTEX 725

Details of Computer Software

Location	Item Name
Softa	Software MS Office 2010 Home & Business x 4 Pc
Softa	Tally Software Gold
Softa	M.S.OFFICE
Softa	M.S.OFFICE
Softa	Computer Software-RMRD Automation Software
Softa	Windows Operating System
Softa	Windows Operating System
Softa	Windows Operating System
Delhi	ERP(trf from WIP)
Delhi	"HR-ONE"Web based HRMS Solution with user licence 1000
Delhi	ERP enhancement:-Entered on 31.03.2017
Delhi	M.S.OFFICE
Delhi	Purchase of TALLY SERVERd (Tally S.No. -) Bill pending
Delhi	"HR-ONE"Web based HRMS Solution-user licence 200
Delhi	Cyberoam DPU CR200ING 3 year subscription
Delhi	"HR-ONE"Web based HRMS Solution-consulting services managed on site
Delhi	M.S.OFFICE
Delhi	Windows 7 Professional 32 BIT OEM 24 pcs & 64 BIT OEM 1 pc
Delhi	MS Office H& B2013 FPP
Delhi	SOFTWARE (MS OFFICE 2013 - 1 pc & MS OFFICE 2010 - 10pcs
Delhi	M.S Office
Delhi	Software(MS Office Home & Bussiness
Delhi	Synchronization, Chart of Accounts & Group Data Company (Tally ERP 9 Gold)
Delhi	M.S.OFFICE
Delhi	M.S.OFFICE
Delhi	Head Phone, Mike, Tonner, Antivirus, Tally Currency
Delhi	MS Office H& B2013 FPP
Delhi	Software Purchase - 05-TVSP-PRC050ING - 3 Year Total Value Subscription Plus (AV+AS+IPS+CF+ 24X7) for CR 50ING
Delhi	Tally Accounting Software
Delhi	M.S.OFFICE
Delhi	Operating software with Server Cal olpni
Delhi	Purchase of TALLY ERP 9 Gold (Tally S.No. - 775352385)
Delhi	Windows Server 2012 R2 Std Operating System
Delhi	M.S.OFFICE
Delhi	Windows Operating System
Delhi	Sonicwall TZ- Anti Sites
Delhi	Sonicwall TZ- Anti Sites-2year


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Delhi	SOFTWARE (MS OFFICE 2013 - 2 pcS & MS OFFICE HOME
Delhi	M.S.OFFICE
Delhi	Tally Software (International Series)
Delhi	MS Office STD 2013
Delhi	Windows Operating System
Delhi	MS Office S/W 02 Nos for MAC 2011
Delhi	Software Laptop
Delhi	TALLY - Erp 9 Silver
Delhi	Tally Software- single user
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	M.S Office
Delhi	M.S Office
Delhi	M.S.OFFICE
Delhi	M.S Office
Delhi	M.S Office
Delhi	M.S.OFFICE
Delhi	Windows Operating System
Delhi	Tally Software (Single User)
Delhi	M.S.OFFICE 02 nos
Delhi	Designing and Implementation of ERP
Delhi	Payroll ERP -Servgaya
Delhi	Software-MS office Home & Business
Delhi	Genius Software-Full Set
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Windows Operating System
Delhi	Filing software - WEB-E-XBRL Light
Delhi	M.S Office
Delhi	Software-MS office Home & Business
Delhi	Filing software - WEB-E-XBRL Light
Delhi	Genius Soffware Installaiton A.Y. 2014-15"
Delhi	Export Utllity Software-Attendance Entry Date 01.01.15
Delhi	1 Antivirus Quick Hel T.S.5 User
Delhi	Antivirus Quick Hel T.S.5 User
Delhi	Tally Currency-Silver
Delhi	Win 7 Purchase
Delhi	MS Office 365
Delhi	MS Office Installed
Delhi	Laptop Window

Details of Furnitures & Fixtures

Location	Item Name
Softa	Work station
Softa	Rack Type B - 2300 W X 1000 D X 4000 H
Softa	Rack Type A - 2300 W x 1000 D X 3700 H
Softa	Rack Type B - 2300 W X 1000 D X 4000 H
Softa	Slotted Angle Rack x 56 No
Softa	Furniture & Fixture
Softa	Panelling FG4959
Softa	Woker lockers
Softa	Panelling FG4960
Softa	Furniture & Fixture
Softa	Rack Type A - 2300 W x 1000 D X 3700 H
Softa	Cabinet FG5007
Softa	Cabinet FG4970


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Softa	Aluminium Partion 460 Sq Ft & self adhesive Film for Powder Packing Section&Glass Film 192 Sq Ft @ 40 per Sq Ft for Powder Packing Section
Softa	S-Angle Rack 16 Nos)
Softa	Panelling FG4955
Softa	Rack Stand
Softa	WS Partition W1200 x H1200 x Th60mm
Softa	New Office(SAP Section)Aluminium sheet, Glass,Lan board
Softa	New Office(SAP Section)Aluminium sheet, Glass,Lan board
Softa	Installation charges of Racks
Softa	Fitting material
Softa	SRG International Pvt Ltd
Softa	Table 1Mtrx600X800mm
Softa	Book Shelf FG5011
Softa	Wooden Table for Computer x 8 Nos, Office Table x 4 Nos & Fixed Chair x 2 Nos
Softa	Cabin Table
Softa	Rack FG5010
Softa	File Cabinet FG4991
Softa	Revolving Chair with Arm
Softa	Wooden Table x 2 Nos, Revolving Chair x 2 Nos, Fixed Chair x 4 Nos, Almira x 2 Nos
Softa	Office Table With Side Rack
Softa	Panelling FG5001
Softa	Chair - GA-568
Softa	Steel Almira 4 Nos
Softa	Rack Type A - 2300 W x 1000 D X 3700 H
Softa	Chair - GA-568
Softa	Racks for Stores
Softa	Wooden Table x 2 Nos, Revolving Chair x 1 Nos & Office Chair x 3 Nos
Softa	Wooden Table x 1, Revolving Chair x1, Office Chair x 4, Steel Almira x 1
Softa	Wooden Table 4feet x2.5 feet for Computer
Softa	Chair
Softa	Centre Table & Chair
Softa	Steel Alamira
Softa	Office Chair & Alamira
Softa	Wooden table 1 Nos Steel Almira 2 Nos Chair 5 Nos
Softa	Steel Almira
Softa	Windson chair 20 nos.
Softa	Wooden Table x 1 Nos, Revolving Chair x 1 Nos & Office Chair x 3 Nos
Softa	Wooden Table x 1 Nos, Revolving Chair x 1 Nos & Office Chair x 3 Nos
Softa	Wooden Table 1 Nos.& Chairs 2 Nos
Softa	Steel Almira
Softa	Revolving Chair with Arm
Softa	Furniture & Fixture
Softa	Wooden Table 4 X 2 feet for Office
Softa	Table 2.5 X 5 feet for Office
Softa	Bed & Gadde
Softa	Office Chair & Alamira
Softa	Wooden Table 4feet x2.5 feet for Computer
Softa	Repair Door Window
Softa	Doors
Softa	Office Chair x 5 Nos
Softa	Office Chair & Alamira
Softa	Steel Book Salves
Softa	Wooden Table & Chair
Softa	Office & Moulded Chairs
Softa	Revolving Chair with Arm
Softa	Steel Almira 50"x50"x17"
Softa	Steel Almira 78"x36"x17"
Softa	Wooden Table, Chair & Plastic Stool
Softa	Plastic Chairs
Softa	Office Almira X 1 No for Flavored Milk Section
Softa	Steel Almira 78"x36"x17"
Softa	Wooden Table, Rack & Chair
Softa	Table 2.5 X 5 feet for Office


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Softa	Wooden Table & Revolving Chair
Softa	Steel Almirah Office 78" x 36" x 19" x 1 Nos
Softa	Aluminum Window Door
Softa	Furniture & Fixture
Softa	Revolving Chairs 1 Nos, Office Chairs 4
Softa	Back Storage Cabin No-02-W 1800 x D450 x H750
Softa	Office Chairs 6 Nos, Steel Stool
Softa	Table 2.5 X 5 feet for Office
Softa	Wooden table 2 Chair
Softa	Wooden table 2 Chair
Softa	Wooden Table 4x2.5
Softa	Almirah
Softa	Steel Almirah
Softa	Rack & Chairs
Softa	Executive Revolving Chair x 1 Nos
Softa	Aluminum Fabrication
Softa	Executive Revolving Chair
Softa	Revolving Chair with Arm
Softa	Revolving Chair with Arm
Softa	Office Chair & Almirah
Softa	Wooden Table, Chair
Softa	Table 2.5 X 5 feet for Office
Softa	Wooden Table 4 feet x 2.5 feet for Computer
Softa	Aluminum Window Door
Softa	Revolving Chair with Arm
Softa	Back Storage Cabin No-03-W1350 x D450 x H750
Softa	Chair Fixed with Arm
Softa	SS Stool
Softa	Revolving Chair with Arm
Softa	Back Storage Cabin No-01-W1150 x D450 x H750
Softa	Steel Almirah 50"x50"x17" (less freight Rs 200 debit note dtd 30.06.17) (VAT input capitalised dtd 31.08.17)
Softa	Steel Almirah 50"x50"x17"
Softa	Steel Almirah 50"x50"x17"
Softa	Plastic Chair 10 Nos
Softa	Revolving Chair 1 Nos
Softa	Furniture & Fixture
Softa	Multi Seater
Softa	Back Storage Cabin No-02-W950 x D450 x H750
Softa	Chair Fixed with Arm
Softa	Sheet Pillow & Chair
Softa	Chairs
Softa	Table & Chair
Softa	Coat Stand x 2 Nos
Softa	V-2 Stairs Chairs
Softa	Steel Almirah 50"x50"x17"
Softa	Wooden Magazine Stand
Softa	Almirah
Softa	Chair Fixed with Arm (VAT input capitalised dtd 31.08.17)
Softa	Visitors Chairs
Softa	Table
Softa	Furniture & Fixture
Softa	Furniture & Fixture
Softa	A.M.C Table
Softa	Revolving Chair with Arm
Softa	Back Storage Cabin No-03-W670 x D450 x H750
Softa	Office Chair
Softa	Chair without Arm
Softa	Top Lab stool with MS Leg x 2 for dispensary
Softa	Office Chairs
Softa	Rack for Single Battery X 1 Pc, Double battery Rack X 1 Pc
Softa	Drawer for Lab
Softa	Chair Fixed with Arm
Saharanpur	Entered on 01/03/15



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Saharanpur	Chair - GA-568-04
Saharanpur	Table
Saharanpur	Rack Stand
Saharanpur	Chair Fixed with Arm
Dibai	Table 03 & chairs 11 Nos
Dibai	Chairs revolving 03 Nos, Table 03 Nos, chairs Vistor 5 Nos
Dibai	Table & chair for account & Lab
Dibai	1 nos office table, 4nos chair
Dibai	Table 02 Nos
Dibai	Steel Racks
Dibai	Bad Sheet, single Bad, Gadda, pillow
Dibai	Single Bad
Dibai	Office Chair
Dibai	Chairs 06 Nos
Dibai	Table
Dibai	Table
Delhi	Max 60 Workstation
Delhi	Modular Workstation
Delhi	Chair 1016
Delhi	Chair 1287
Delhi	Chair - GA-502
Delhi	Chair - GW-702
Delhi	Steel chairs-Executive super Delux
Delhi	12 NOS.Exe Super Deluxe Chair, 7 Nos. oprator Semi Deluxe
Delhi	Chair - GM-221
Delhi	Cabin Table
Delhi	Server Rack Netrack-Model -NRA-42-RF-600100
Delhi	Revolving Chair with Arm
Delhi	Furniture & Fixture
Delhi	Chair - GM-220
Delhi	Furniture & Fixture
Delhi	Steel chairs Operator Delux
Delhi	Conference Room T table
Delhi	Chair 1260
Delhi	Chair without Arm
Delhi	Chair 1207
Delhi	Storage Cabinet
Delhi	Side Storage
Delhi	Conference -05 Size
Delhi	8 Nos Medium back Chairs
Delhi	Chair - GA-502
Delhi	Sofa-Questo 2-Seater
Delhi	Godrej Safe (Prime)
Delhi	Modular Table
Delhi	Furniture-Fix Chairs
Delhi	Wall Mounted Rack
Delhi	Sofa 1 Seater
Delhi	Steel chairs Executive s Delux
Delhi	Rack with Networking Links
Delhi	Sofa 3 Seater
Delhi	Cliff Center Table
Delhi	Sofa 2 Seater
Delhi	Revolving Chair with Arm
Delhi	Furniture- Fix Chairs
Delhi	Tpt of material to modular workstation
Delhi	Sofa-Questo 1-Seater
Delhi	Sofa-Questo 1-Seater
Delhi	Wall Mounted Rack
Delhi	Side Table 1383 (18x18)
Delhi	Chair - GM-220
Delhi	Chair - GA-502
Delhi	Executive super Delux M
Delhi	GM 221 Medium Bnack Chair Nos 1"



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Delhi	Flip Box
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Details of other Office Equipments

Location	Item Name
Softa	ABC Automatic Modular-Fire Safety,Wireless Smoke Sensor-Fire Safety etc
Softa	Television,IR Dome Camera,DVR 16 CHANNEL,Power Cable For Camera,Super Had CCD Camera,PTZ Camera etc.
Softa	Wireless Presentation System,PARTNER PREMIER Real Presence Group 310-720P (Polycom),1x4 HDMI Splitter,Real Presence Group 310-720p
Softa	Network Management Server
Softa	EPABX system Etrnity X 1nos, Digital instrument X 1 nos,Caller ID basic phone X 52 nos.+Installation
Softa	Wall Mounting Fan 24" x 2 Nos, Pedestal Fan 24" x 4 Pcs, Exhaust Fan x1 Nos, Ceiling fan 48" x 1 Nos & Battery Terminal x 12 Pcs)
Softa	Split AC 2 Ton
Softa	UPS X 1 Pcs, Battery (UPS) X 3 Pcs
Softa	Online UPS 1 KVA
Softa	Online UPS 1 KVA
Softa	Attendance Machine x 2 Nos
Softa	Finger Print Machine (Card Option & Reader)
Softa	Finger Print Machine (Card Option & Reader)
Softa	AC 1.5 TR Split (3 Star)
Softa	Water Dispencer
Softa	Star Link Biometric Reader with Inbuilt Camera x 1 Nos
Softa	UPS Microtek 650 VA x 14 Pcs
Softa	FAE 24*1*900 Heavy Duty Exchast Fan RPM 4 Nos.
Softa	Alumunium Economical Wheeled Tower Ladder x 1 Nos
Softa	Refrigerator
Softa	UPS Microtek 1 KVA Online with 28AH SMF Battery x 1 Nos
Softa	Stainless Steel Hand Dryer
Softa	Online UPS 1 KVA
Softa	Office Equipments
Softa	Purchase F AI 18" (450mm) Pedestial Aircirculater " 3Nos.
Softa	Water Dispenser X 2 Nos., Stabilizer 4 KVA X 2 Nos.
Softa	Deasart Cooler 2 Nos
Softa	Deasart Cooler 2 Nos
Softa	Plastic Hand Dryer x 2 Nos, Napkin Dispenser x 2 Nos & Napkin Paper x 1 Box
Softa	Plastic Hand Dryer x 2 Nos
Softa	Purchase F AI 24 Pedestal Air Circulator 1400 RPM, 200 Volts" Nos 2.
Softa	Room Cooler
Softa	Deasart Cooler 2 Nos
Softa	Dlink Cat6 Cable x 2 Pcs & Switch 8 Port x 2 Pcs
Softa	Length Measuring Instrument
Softa	Office Equipments
Softa	LED TVx 1Nos
Softa	Installation charges


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Softa	Office Equipments
Softa	Room Cooler
Softa	Cash paid to Mr. Ram Pravesh for Voltas Water Dispenser for New Office vide C.M. no. 10559 of M/s Khanna Aircon as per details.
Softa	Room Cooler(Vat input capitalised on 31.08.17
Softa	Room Cooler(Vat input capitalised on 31.08.17
Softa	UPS 600VA
Softa	Panasonic Telephone Instreument x 2 Nos
Softa	UPS
Softa	Shoe Cover Dispensor with 50 Shoe Cover x 1 Nos
Softa	UPS Microtek
Softa	Sun Max ComputersHP Deskjet 1050 Printer S/No.CN2BG3BJTN
Softa	Biometric Machine x 2 Nos
Softa	Mixer Grinder for Canteen use
Softa	Cash paid to Mr. Divakaran for Refreshment Exps. for Guest during the visit & Mobile for Security Deppt. as per details.
Softa	Fan
Softa	Wall Mounting Fan 18"
Softa	Wall Mounting Fan 18"
Softa	Cooler Panel 4 Set
Saharanpur	Biometric Machine
Saharanpur	Refrigerator
Saharanpur	Wall & Ceiling
Dibai	A/c & Freeze
Dibai	1Nos Star Link Biometric Reader(Model Bio Lynx with inbuilt SIM)
Dibai	Samsung Washing Machine
Dibai	01 Pcs Locker safe for changing room vide cm of Vasundhara Furniture
Dibai	1Pc Ceiling Fan
Dibai	Ceiling Fan Mcc-Dibai Office
Dibai	Fan
Delhi	Wireless Presentation System;1x4 HDMI Splitter;2 Channel 30 Watt Power Amplifier;6.5" Dia Ceiling Speakers;HDMI Audio De-Embedder with TOSLINK;Motorized Screen With Control Port;Real Presence Group 500-720pZoom Cloud;PARTNER PREMIER Real Presence Group 500-720P (Polycom),Group Series and Centro Multipoint License
Delhi	EPABX System Matrix Eter Menx 16 SAC,Matrix Eon 510 Key Phone,Matrix NX DBM VMS64
Delhi	6 Channel Dimmer
Delhi	Deep Chest Freezer
Delhi	APC UPS SRC 10KUXI
Delhi	Panasonic 55" Led TV TH-55LFE8
Delhi	Deep Chest Freezer
Delhi	Beo Play A9 Black With Walnut Legs
Delhi	Keypad (With Temp.Sensor)
Delhi	Bare Container
Delhi	Ceiling Speakers
Delhi	VRV A.C.Controller Cum Monitoring Adaptor


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Delhi	Deep Chest Freezer
Delhi	UPS Battery Quanto 65AH
Delhi	Control Processor
Delhi	CCTV Cameras, DVR 16 & 8 Channel, IR Bullet Camera, wire etc.
Delhi	Dakin Cassette A.C.s-4.0 Ton (Single Phase)
Delhi	CCTV Installation material
Delhi	4 Channel Dimmer
Delhi	Amplifier
Delhi	1 No APFC PANEL (50X2=100KVA) Installed with Electricity Meter
Delhi	Panasonic 55" Led TV LH-55DM300DX
Delhi	Matrix Switcher
Delhi	Motorised Track Curtain System
Delhi	High speed hand dryer
Delhi	High Current Switch module
Delhi	Online UPS 6KVA
Delhi	Security Equipments(DVR, Camera Etc)
Delhi	Attendance cum Electromagnetic Lock access systems
Delhi	AC 1.5 TR Split (3 Star)
Delhi	Office Equipments
Delhi	Mobile Booster 3G Kit with Extension & RK Cable sg300.36 mtr
Delhi	IR Dome Camera
Delhi	Espon Make
Delhi	AC 1.8 TR Split (3 Star)
Delhi	CCTV Installation material
Delhi	Motorised Roman Blinds Systems
Delhi	Attendance Machine x 2 Nos
Delhi	Office Equipments
Delhi	Rack ATS ,2U 230 V
Delhi	Handy Cam
Delhi	Stablizers (KVA)
Delhi	Battery Invertor
Delhi	EPBAX System
Delhi	Mist Blower 8467
Delhi	Charges towards DVR Installation at Delhi office
Delhi	IR Dome Camera
Delhi	Security Equipments(Hard Disc ,WireEtc)
Delhi	Airosol Automatic Dispensers & Cartrage
Delhi	Voltas
Delhi	croma oil heater
Delhi	Mineral RO Water Purifier M/C
Delhi	DVR System
Delhi	Conference Phone Set
Delhi	Battery Invertor
Delhi	Stereo Amplifier


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Delhi	Office Equipments
Delhi	24 Port Poe Switch
Delhi	Battery (Inverter)
Delhi	Confrence Phone-Polycom SS2
Delhi	Battery Inverter
Delhi	Bush Cutter FS120
Delhi	Matrix EPABX System Eternity PE 6S (P)
Delhi	Network Video Recorder
Delhi	Honeywell Air Touch HAC35M1101G Room air purifier (champagne gold)
Delhi	Tubler Battery
Delhi	Tubler Battery
Delhi	Office Equipments
Delhi	Installation charges
Delhi	Patch Cord 1 Mtr, Jack Panel, Cable Manager
Delhi	Inline circular Fan
Delhi	Rack 27U
Delhi	Hedge Trimmer
Delhi	Purchase - 1 No Vacuum Cleaner Machine Model SV-36 with all accessories"
Delhi	Power Supply Module
Delhi	Occupancy Sensor
Delhi	3KVA UPS - Sine Wave
Delhi	Water Dispenser
Delhi	Refrigertor-LG REF GL-Q292SPOR
Delhi	Symphony Air Cooler Strom
Delhi	Symphony Air Cooler Strom
Delhi	Tri Band Mobile Booster
Delhi	18 Nos Beetal Telephone Instruments & 24 Nos Coil Cord
Delhi	Telephone Instruments
Delhi	Battery Inverter
Delhi	Battery (Inverter)
Delhi	1 No. 120 SD VISICOOLER (Freezer)
Delhi	UPS Microtek 3.6 Sinewave Multi Inverter
Delhi	Battery (Inverter)
Delhi	Ceiling Speakers
Delhi	Online UPS 1 KVA
Delhi	Chest Freezer / Single Door / Grey (EF-200)
Delhi	Office Equipments
Delhi	4 Batteries
Delhi	ABC Type Fire Extingusher 5Kg
Delhi	Beetal M-59 (10pcs)& Panasonic TI(1 Pc)
Delhi	DVR 16 CHANNEL
Delhi	Beetal Telephone Instruments " 6 Nos M-71 & 6 Nos M-59
Delhi	CCTV Installation Charges
Delhi	10 No Beetal Telephone Instrument M-71


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Delhi	UPS
Delhi	LED 24" for Security camers
Delhi	Adnet Mini Mobile Speaker(External withour Power)
Delhi	Beetal - M71
Delhi	Tatasky for disk
Delhi	BEETEL TELEPHONE INSTRUMENT - 12 pcs 151 & 3 pcs
Delhi	Atlantis Tea-Coffee Vending M/c
Delhi	SPS DG Stblzr DGC 4KVA 170
Delhi	Installation charges of EPBAX
Delhi	Installation Charges of Ceilling & Stereo
Delhi	Rack 15 RU
Delhi	Beetal M-59 (10pcs)
Delhi	Beetal - M59
Delhi	Super Had CCD Camera
Delhi	Panasonic cordless phone
Delhi	Water Dispencer-F82
Delhi	24 Port Switch
Delhi	Symphony Air Cooler
Delhi	Mini Fogging Machine
Delhi	Inverter
Delhi	Inverter
Delhi	Water Dispenser
Delhi	Office Equipments
Delhi	Hot & Cold water Dispencer
Delhi	Battery (Inverter)
Delhi	Atlantis Frosty Hot & Cold Higher Capicity-F84
Delhi	Access Point WI-FI
Delhi	IR Emitter Probes
Delhi	Water Dispenser
Delhi	Office Equipments
Delhi	Water Dispenser-Blue Star
Delhi	Installation of Cameras
Delhi	Lasko Lazer Hybrid Tower Fan
Delhi	Voltas Water Dispensor Pure R
Delhi	Voltas Water Dispensor Pure R
Delhi	Redimi 5A
Delhi	Redimi 5A
Delhi	2 Nos Panasonic Telephone Instrument KX-TG 3615.
Delhi	2 Nos Panasonic Telephone Instruents
Delhi	Digital Instrument EON-48 (S)
Delhi	Battery IL-16000
Delhi	Matrix Eon 510 Key Phone
Delhi	Cables, Connectors & Accessories
Delhi	FANS FOR F-82 (2NO'S)



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Delhi	Wall Mounting Fan entered on 21/10/16
Delhi	Battery (Inverter)
Delhi	Speaker
Delhi	Micro oven LG GRL MH2044DB
Delhi	Bluetooth Audio Receiver
Delhi	Office Equipments
Delhi	microwave-bajaj
Delhi	Automation D.B.
Delhi	Lactometer
Delhi	DVD LG
Delhi	Office Equipments
Delhi	1 No Beetel Telephone Instrument B-25 & 1 No. Panasonic Tele. Instruments KX-TG 3615
Delhi	Panasonic Telephone Instrument KX - TG 3615
Delhi	PANASONIC TELEPHONE INSTRUMENT KX-TG 3615 (Cordless)
Delhi	PANASONIC TELEPHONE INSTRUMENT KX-TG 3615 (Cordless)
Delhi	Installation Charges of EPBAX
Delhi	Speaker
Delhi	Crome Fan entered on 21/10/16
Delhi	Office Equipments
Delhi	Beetel Telephone Instruments-M71
Delhi	Fan 1 Nos
Delhi	1U Horizontal Cable Manager
Delhi	Beetel Telephone Instrument M-71

Details of Vehicle & Motor Cars

Location	Item Name
Softa	Tractor
Softa	Trolley
Softa	Trolley (Trolley Weight 4170 Kgs x 1 Nos)
Softa	Motorbike -Splendor+
Softa	Bumper ,hitech pipe ,seat etc tractor
Delhi	Mercedes- Benz s350
Delhi	Mercedes- Benz s350
Delhi	BMW-730LD M sport-Engine no 0167Y079, Vin no WBA7G47000G358985 including expenses (TCS reversed 31.03.18 as wrongly capitalised)
Delhi	FORD ENDEAVOUR 3.2L titanium 4X4, VIN MAJAXXMRWAHD29959 Colour Diamond white, Engine HD29959(TCS reversed 31.03.18 as wrongly capitalised)
Delhi	Corolla Altis 1.8 G, Chassis No MBJ53REH206511174 06/16, WHITE PEARL, ENGINE NO 2ZR Y302434
Delhi	Mahindra XUV500
Delhi	Toyota INNOVA 2.5.G(DL1CQ4523)
Delhi	Car Ertiga ZXI, Chassi no MA3ELMG1S00476459; Engine no K14BN4063667; Colour Superior White including expenses
Delhi	Honda City IVTEC (DL4CAN-4562)
Delhi	Hyundai I20 Sportz & Insurance


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Delhi	Maruti Ritz LDI (DL 5CJ-7103)
Delhi	Maruti RITZ MC LDI
Delhi	HYUNDAI I-10 SPORTZ 1.1 (DLACBA-2237)
Delhi	Maruti EECO (DL 1LR-9955)
Delhi	Maruti EECO Flexi Green Cargo-Ch.noMA3ERLF1S00442993,E.NO G12BN419851,WHITE
Delhi	Maruti Wagon R LXI (DL 2CAS-1957)
Delhi	Maruti Wagon R Lxi (DL9CAG-9996)
Delhi	Wagonr R MC Lxi (DL5TC-0044)
Delhi	Maruti EECO 5 STR (DL- Dibai)
Delhi	Maruti EECO 5 STR
Delhi	Maruti EECO 5 STR (DL 2CAS-1069)
Delhi	Maruti Ecco (DL6CL-4001)
Delhi	Maruti Ecco (DL6CL-5473)

Current Assets which includes:

- a. **Trade Receivables**
- b. **Inventory**
- c. **Cash and Bank Balance**
- d. **Fixed Deposits**
- e. **Security Deposit**
- f. **Other Current Assets**


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ANNEXURE - (F)



ICICI Bank Advice Receipt
9/15/21 1:10 PM

Transaction Details

Account Number: 064005002060

Transaction Date: 15-09-2021 00:00:00

Transaction Amount: INR 5,00,00,000.00

Debit/Credit: Debit

Transaction Description : RTGS/ICICR220210915000
05577/BKID0006059/

Note: This is an electronically generated receipt and
does not need any signature.


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ANNEXURE - 'G'

Dated: 17/09/2021

EXTENSION OF SALE PROCESS TIMELINE

Clause 18 of the Process Memorandum dated 15th April 2021 stands amended with effect from 17th September 2021 and therefore, the timeline specified earlier shall stand modified/amended and replaced as under:

#	Particulars	Timeline (Days)
1	Shortlisting of Eligible Bidder(s) by the Liquidator	21-September-2021
2	Bidding will begin	24-September-2021 (10:00 am onwards)
3	Conclusion of the E-Auction	24- September -2021 (till 6:00 pm)
4	Declaration of Successful Bidder by Liquidator	27-September-2021
5	Issuance of the Draft Letter of Intent (LoI) to Successful Bidder	27- September-2021
6	Execution of the LoI and delivery of the original LOI to Liquidator	6-October-2021
7	Return of Earnest Money to unsuccessful bidders	12-October-2021
8	Payment of balance purchase consideration by Successful Bidder*	5-November 2021

* Payments made after 30 (thirty) days from the date of issuance of the Letter of Intent shall attract simple interest at the rate of 12% p.a. of the successful Bid amount.

Save and except the above, all other terms and clauses in the Process Memorandum dated 15th April 2021 (as amended vide Addendum 1 dated 26th April 2021, Addendum 2 dated 4th May 2021, Addendum 3 dated 2nd June 2021, Addendum 4 dated 15th June 2021, Addendum 5 dated 12th July 2021, Addendum 6 dated 26th July 2021 & Addendum 7 dated 6th September 2021) shall remain unchanged

Thanking you,
For Kwaliti Limited

Shailendra Ajmera

IP Registration no. **IBBI/IPA-001/IP-P00304/2017-18/10568**

Liquidator for Kwaliti Limited

(Kwaliti Limited is undergoing Liquidation Process as per the provisions of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench.)

Address for Correspondence:

Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, National Capital Territory of Delhi - 110037

Email ID for Correspondence: liquidator.kwaliti@in.ey.com

Address registered with IBBI:

3rd & 6th Floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037

Email ID registered with IBBI: Shailendra.ajmera@in.ey.com

Shailendra Ajmera has been granted a certificate of registration to act as an Insolvency Professional by the Insolvency & Bankruptcy Board of India, his registration number is IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568. The affairs, business and property of Kwaliti Limited are being managed by Shailendra Ajmera, appointed as Liquidator by the NCLT by an order dated 11 January 2021 (communicated on 12 January 2021) under the provisions of the IBC. He acts as an agent of Kwaliti Limited only and without personal liability.


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ANNEXURE-(H)

On Mon, Sep 27, 2021 at 4:39 PM Liquidator Kwality <liquidator.kwality@in.ey.com> wrote:

Dear Sir,

This is to inform you that undersigned, being the Liquidator of Kwality Limited (In Liquidation) ('Corporate Debtor') has conducted the e-Auction process on 24th September 2021 in accordance with the Process Memorandum dated 15th April 2021 read with the addendums issued time to time for sale of the Corporate Debtor or its business as a going concern. The auction started at 10:00 AM at a reserve price of INR 105 Crores with minimum incremental bids of INR 1 Crore and concluded at 7:00 PM with the highest and winning bid of INR 121 Crores.

The bid of INR 121 Crores submitted by you was the highest bid at the closing of the auction. Hence, you are declared as the Successful Bidder in the sale process of Kwality as a going concern.

According to Clause 15 of the Process Memorandum dated 15th April 2021, the undersigned is sharing the Letter of Intent dated 27th September 2021 ("LoI") with you for execution. You are requested to execute the LoI and deliver the same to the undersigned latest by 6th October 2021.

In case of any queries please feel free to reach out to the team.

Enclosed:

- Declaration of the successful bidder in the Sale process of Kwality Limited as a going concern
- Letter of Intent dated 27th September 2021

Thanking you,

For Kwality Limited

Office of Shailendra Ajmera

IP Registration no. **IBBI/IPA-001/IP-P00304/2017-18/10568**

Liquidator for Kwality Limited

(Kwality Limited is undergoing Liquidation Process as per the provisions of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench.)

Address for Correspondence:

Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, National Capital Territory of Delhi - 110037

Email ID for Correspondence: liquidator.kwality@in.ey.com

Address registered with IBBI:

3rd & 6th Floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037

Email ID registered with IBBI: Shailendra.ajmera@in.ey.com


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Shailendra Ajmera has been granted a certificate of registration to act as an Insolvency Professional by the Insolvency & Bankruptcy Board of India, his registration number is IP Registration no. IBBI/IPA-001/IP-

P00304/2017-18/10568. *The affairs, business and property of Kquality Limited are being managed by Shailendra Ajmera, appointed as Liquidator by the NCLT by an order dated 11 January 2021 (communicated on 12 January 2021) under the provisions of the IBC. He acts as an agent of Kquality Limited only and without personal liability.*

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.


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ANNEXURE-I

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LITIGATION SUMMARY

S. No.	Matter	Amount Involved	Claim Filed
Civil Recovery Suit			
1.	S.M. Milkose Limited v. Kwality Dairy India Ltd. Old registration no.: CS(OS) 1855/2006 New registration no.: CS(COMM) 1026/2016 (Delhi High Court)	INR 1,56,97,334/-	No
2.	Chopra Aluminium v. Kwality Limited & ORS. Civ DJ/844/2018 (Distt. Court Tis Hazari)	INR 6,30,543/-	No
3.	Corporation Bank v. Kwality Limited & ORS. OA/741/2018 (Debt Recovery Tribunal, New Delhi)	INR 112,52,27,180/- Amount claimed – 424,56,25,344 Admitted - 423,50,70,344 (Consolidated claims of (Andhra Bank and Corporation Bank merged with Union Bank of India)	Yes
4.	Hero Fincorp v. Kwality Limited (Arbitration Claim before Sole Arbitrator Mr. Satyajit Sarna)	INR 22,44,57,577/- Amount claimed - 22,44,57,577/- Admitted - 21,62,54,658/-.	Yes
5.	Mahindra & Mahindra Financial Services Ltd. v. Kwality Limited (Arbitration Claim before Sole Arbitrator Mr. Devendra N. Goburdhun)	INR 12,32,36,6198/- Amount claimed - 45,24,12,751/- Fully Admitted - 45,24,12,751/-	Yes
Special Leave Petition			
6.	Kwality Dairy India Ltd. v. The State of Haryana, Animal Husbandry Department & ORS. SLP(C) No. 032221 / 2010 C.A. No. 006525 / 2012	INR 40,80,94,390/- Amount filed - INR 40,80,94,390/-; Claim admitted – INR 40,74,19,390/-	Yes
FASSAI Matters			
7.	FASSAI Surajpur Kwality Limited v. STATE OF U.P. (Appeal) 64/2018	INR 2,50,000/-	No

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	(District & Session Judge)		
8.	FASSAI Bulandshaher Kwaliti Limited v. STATE OF U.P. (Appeal) Misc. Civil Appeal/0000104/2017 (District & Session Judge)	NR 4,00,000/-	No
9.	FASSAI Kota Kwaliti Limited & ORS v. Food Safety Officer, Shri Chander Veer Singh Jadon, Kota, Rajasthan (Additional District Magistrate)	INR 50,000/-	No
10.	FASSAI Rudraprayag (Additional District Magistrate)	-	No
11.	FASSAI Kota (Additional District Magistrate)	-	No
12.	FASSAI Banswara (Additional District Magistrate)	-	No
13.	FASSAI Bharatpur (Additional District Magistrate)	-	No
14.	FASSAI Ghaziabad (Additional District Magistrate)	-	No
15.	FASSAI Agra (Food Safety Officer, North Western Railway)	-	No
16.	FASSAI Harda (Food Safety Officer)	-	No
Notices from Authorities			
17.	Notice received from Registrar of Companies, Punjab, for inspection of various statutory records, investments and financial details.	-	N.A
18.	Notice/Mail received from Registrar of Companies, Delhi, upon reporting of financial irregularities submitted by Banks in Fraud Monitoring Returns (FMR) with Central Economic Intelligence Bureau	-	N.A
19.	Inspection notice received from SEBI asking for various statutory records, investments and financial details	INR 112,52,27,180/-	Yes
20.	Letter received from GST claiming differential tax amount on flavoured milk	INR 1,04,55,962/-	Yes
Contingent liability			
21.	Sales and service tax matters as per Financial Statements	INR 157,19,78,000/- Amount claimed - 15,56,360 Admitted - NIL	Yes

Trademark Litigation			
22.	Unilever Industries Pvt. Ltd. vs. Kwality Ltd. G.A. No. 942 / 2018 C.S. No. 73 / 2018 (Calcutta High Court)	-	N.A.


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ANNEXURE-(J)
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From: DINESH KUMAR <dineshkandpal1973@gmail.com>

Sent: Thursday, September 30, 2021 10:55 AM

To: Liquidator Kwaliti <liquidator.kwaliti@in.ey.com>

Cc: Shishir Goyal <shishirgoyal@sardamines.net>; Shailendra Ajmera <Shailendra.Ajmera@in.ey.com>; Vijay Chandrashekar <Vijay.Chandrashekar@in.ey.com>; Gaurav Jain <gaurav1.jain@in.ey.com>; Aashish Goel <Aashish2.Goel@in.ey.com>; Sanjana Saxena <Sanjana.Saxena@in.ey.com>; Ishan Bhatia <Ishan.Bhatia@in.ey.com>; Dhruv Bhardwaj <Dhruv.Bhardwaj@in.ey.com>; Neha V Agarwal <Neha.Agarwal1@in.ey.com>

Subject: Re: Kwaliti Limited: Declaration of the successful bidder in the Sale process of Corporate Debtor as a going concern

Dear Sir,

We are writing to you with regards to the process document of Kwaliti Limited Liquidation Process. As provided in the process document, we would be required to make the payment within a specified period without waiting for any NCLT approval. Considering the number of litigations, involving huge amounts, ongoing against Kwaliti, the tax liabilities and the contingent liabilities that need ring fencing, it becomes an essential that we be also allowed to prepare and submit an acquisition plan covering various aspects around acquisition structure, tax related issues, SEBI related restructuring involving the aspect of listing or delisting of the shares of the Company and most importantly the reliefs and concessions to be sought from NCLT (and also through NCLT for other statutory authorities) that would help the successful bidder in turning around the corporate debtor.

We therefore request you to consider amending the Process Document and allowing us, as the successful bidder, to make an application jointly with the liquidator, seeking all of the above reliefs. And the payment of our bid amount be required upon disposal of the said application, without forfeiture of the EMD.

We sincerely believe that you as a liquidator want to maximize the value which can be realised for the corporate debtor in the interests of all stakeholders and for achieving that objective, we are sure, you would appreciate that the successful bidder should also get necessary comfort level and should be put in a position to clearly understand that what it is getting for the bid price. Accordingly, would it be possible that the disposal of application to NCLT for disposal of reliefs & concessions be made a condition precedent to making the payment of the successful bid amount to the Liquidator.

This has been the process that has been followed by most of the liquidators in large liquidation cases like Sukam, Lanco Infratech, PSL Ltd, etc. And the recent order passed by NCLT Ahmedabad bench in PSL Ltd. buttresses the fact that such structures are acceptable by the adjudicating authorities as well.

We look forward to a positive response from your end.

Please let us know in case any clarifications are required from our side.

Thanks and Regards

For Sarda Mines Pvt Ltd
Dinesh Kandpal
9818880444


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ANNEXURE - 'K'

From: Liquidator Kwality <liquidator.kwality@in.ey.com>
Sent: 06 October 2021 17:13
To: DINESH KUMAR <dineshkandpal1973@gmail.com>
Cc: Shishir Goyal <shishirgoyal@sardamines.net>; Shailendra Ajmera <Shailendra.Ajmera@in.ey.com>; Vijay Chandrashekar <Vijay.Chandrashekar@in.ey.com>; Gaurav Jain <gaurav1.jain@in.ey.com>; Aashish Goel <Aashish2.Goel@in.ey.com>; Sanjana Saxena <Sanjana.Saxena@in.ey.com>; Ishan Bhatia <Ishan.Bhatia@in.ey.com>; Dhruv Bhardwaj <Dhruv.Bhardwaj@in.ey.com>; Neha V Agarwal <Neha.Agarwal1@in.ey.com>
Subject: RE: Kwality Limited: Declaration of the successful bidder in the Sale process of Corporate Debtor as a going concern

Dear Sir,

This is in reference to the trailing mail. Your attention is invited to clause 17.7 of the Process Memorandum dated 15th September 2021, as amended from time to time including Addendum 8 dated 17th September 2021, referring to various judicial precedent laid down by the Hon'ble National Company Law Appellate Tribunal and Hon'ble National Company Law Tribunals for the "sale process of a Corporate Debtor as a going concern". Clause 17.7 of the Process Memorandum provides as under:

"17.7. The Successful Bidder shall be responsible for obtaining requisite regulatory, statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Laws for purchasing the Corporate Debtor"

In view of the above, you may file such application or take such steps for seeking any reliefs and concessions, as deemed fit and appropriate by you, from the Hon'ble National Company Law Tribunal ("NCLT") for insolvency resolution of the Corporate Debtor. However, please note that that execution of Letter of Intent (issued to your vide email dated 27th September 2021) cannot be linked to filing of any such application or grant of reliefs by the Hon'ble NCLT or amendment in the Process Document. In other words, execution of LOI cannot be made conditional. You are therefore requested to abide by the terms of the Process Memorandum and execute the Lol and deliver the same to the Liquidator latest by 14th October 2021.

Thanking you,
For Kwality Limited

Office of Shailendra Ajmera
IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568


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Liquidator for Kwality Limited

(Kwality Limited is undergoing Liquidation Process as per the provisions of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench.)

Address for Correspondence:

Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, National Capital Territory of Delhi - 110037

Email ID for Correspondence: liquidator.kwality@in.ey.com

Address registered with IBBI:

3rd & 6th Floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037

Email ID registered with IBBI: Shailendra.ajmera@in.ey.com

Shailendra Ajmera has been granted a certificate of registration to act as an Insolvency Professional by the Insolvency & Bankruptcy Board of India, his registration number is IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568. The affairs, business and property of Kwality Limited are being managed by Shailendra Ajmera, appointed as Liquidator by the NCLT by an order dated 11 January 2021 (communicated on 12 January 2021) under the provisions of the IBC. He acts as an agent of Kwality Limited only and without personal liability.


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ANNEXURE - (L) 180

LETTER OF INTENT

27th September 2021

To,

Sarda Mines Private Limited
Flat No. 4A, Tobacco House,
1 Old Court House Corner
Kolkata, West Bengal - 700001

Attn: Dinesh Kumar, Assistant General Manager (Authorized Person)

Subject: Letter of Intent – Sale of Kwality Limited (In Liquidation) as a going concern via E-Auction held on 24th September 2021 under the provisions of the Insolvency and Bankruptcy Code, 2016 read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

Dear Sir/Madam,

1. Vide Order dated 11.01.2021, the Hon'ble Adjudicating Authority, National Company Law Tribunal, New Delhi Bench-III ("NCLT") ordered for initiation of Liquidation Process in respect of Kwality Limited (In Liquidation), the Corporate Debtor under the provisions of Insolvency and Bankruptcy Code, 2016 ("IBC") and has appointed Mr. Shailendra Ajmera, Insolvency Professional (IBBI Registration No. IBBI/IPA-001/IP-P00304/2017-18/10568) as the Liquidator of the Corporate Debtor.
2. On 24.09.2021 the Liquidator conducted E-Auction process to sell the Corporate Debtor or its business as a going concern in accordance with the provisions of Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Regulations") read with the Process Memorandum dated 15.04.2021 read further with the addendums issued time to time for the sale of Corporate Debtor.
3. The bid of INR 121 Crores submitted by Sarda Mines Private Limited was found to be the highest bid at the closing of the auction and the report confirming the details of the highest bid was downloaded from the website of the E-Auction service provider.
4. This LoI is issued to Sarda Mines Private Limited (hereinafter, referred to as "Successful Bidder"), being the Successful Bidder in the E-Auction for sale the Corporate Debtor as a Going Concern.
5. The Successful Bidder is required to deposit the entire sale consideration amount of INR 121 Crores ("Bid Amount") within 30 (thirty) days from the date of issuance of the Letter of Intent. Provided that payments made after 30 (thirty) days from the date of issuance of the Letter of Intent shall attract simple interest at the rate of 12% p.a. on the successful Bid amount. Provided further that the sale of the Corporate Debtor to the Successful Bidder shall stand cancelled if the payment is


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not received within maximum period of 90 (ninety) days from the date of issuance of the Letter of Intent.

6. The EMD deposited by the Successful Bidder shall be held in an account maintained by the undersigned with Bank of India, New Delhi and shall not be utilised by the undersigned for distribution of Liquidation Estate of Corporate Debtor till issuance of sale certificate by the Liquidator and/or approval, if any required from the Hon'ble NCLT under the IBC.
7. The sale of the Corporate Debtor as a Going Concern to the Successful Bidder is subject to the following:
 - Approval, if any from the Hon'ble NCLT.
 - Relinquishment of security interest by the secured financial creditor under Section 52 of the IBC.
 - The terms of the Process Memorandum dated 15.04.2021 as amended from time to time.
 - The Successful Bidder shall be required to execute the Letter of Intent issued by the Liquidator and have the original hard copy of the Lol delivered to the Liquidator within 10 (ten) days from the date of issuance of the Letter of Intent i.e. by 06.10.2021. The terms and conditions set out in the Letter of Intent shall be binding on the Successful Bidder.
 - The Successful Bidder shall run the Corporate Debtor as a going concern by taking such appropriate measures as may be necessary to meet the objectives of the IBC.
8. The Successful Bidder may apply to Hon'ble NCLT for reliefs and concessions, as it considers necessary for continuation of the Corporate Debtor as a going concern from the Hon'ble NCLT.
9. The distributions of the Bid Amount shall be made by the Liquidator in accordance with Section 53(1) of the Code.
10. On receipt of the entire sale consideration, the process for execution of a sale certificate, conveyance deed, and/or any other transfer documents for the transfer of the Corporate Debtor, in accordance with Applicable Laws, shall be initiated between the Successful Bidder and the Corporate Debtor.
11. If the Successful Bidder commits any breach of terms and condition of this Letter of Intent or any sale transaction documents or violation of approval order if passed by the Hon'ble NCLT, the Liquidator shall be at liberty to seek appropriate orders from the Hon'ble NCLT.
12. The Successful Bidder shall bear the applicable stamp duties / additional stamp duty, transfer charges, registration charges, fees, taxes, GST, TDS etc, and also all the statutory / non-statutory dues, taxes, rates, assessment charges, fees, all amounts directly pertaining to assets of the Corporate Debtor subject matter of Sale of the Corporate Debtor as a Going Concern.
13. The Successful Bidder confirm that they have conducted their own legal and financial due diligence of the Corporate Debtor, including the encumbrances on the assets of the Corporate Debtor and the state of the Corporate Debtor. The information in respect of the Corporate Debtor and its



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assets/liabilities provided in the Memorandum is based on the record/information available with the Liquidator. Under no circumstances shall the Liquidator be responsible for any error, misstatement or omission in the information provided in the Memorandum. No representations are made or deemed to have been made by the Liquidator as to the correctness, validity or adequacy or otherwise of any information pertaining to the Corporate Debtor or its assets / liabilities nor does he provide any guarantee or warranty as to the ownership of property / assets or the conditions of the assets or their quality for any specific purpose or use. The Liquidator shall not be responsible in any way, for any third-party claims / rights / dues except those disclosed. The Process Memorandum or the present LOI do not constitute and will not be deemed to constitute any commitment or any representation made by the Liquidator or SCC to the Successful Bidder.

14. It shall be deemed that by executing the present LOI, the Successful Bidders agree and release the Liquidator his team, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations pursuant hereto and/or in connection with the sale or E- Auction process, and, waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
15. The sale certificate will be executed in the name of the Successful Bidder or a company owned by the management of the Successful Bidder only and will not be issued in any other name(s) or the nominees of the Successful Bidder, which shall be issued within 120 (one-twenty days) after payment of the entire sale consideration of INR 121 Crores. All documents relating to the Corporate Debtor in possession of the undersigned shall be handed over to the Successful Bidder upon making of full payment.
16. The sale of the Corporate Debtor as a Going Concern shall be subject to the provisions of the IBC and regulations framed thereunder.
17. The successful Bidder should submit the self-attested copies of (i) Valid proof of identification (KYC) viz. Voter ID card/Driving License/ Passport/ Aadhar Card/Incorporation Certificate etc., (ii) Current Address-Proof for communication, (iii) PAN card of the Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder/contact person/authorized representative etc., to the office of the Liquidator with the executed copy of the present LOI, if not already submitted.
18. Notwithstanding anything contained herein, the issuance of this LOI shall not be deemed to have created any rights, title or interest in the Corporate Debtor. In the event the Successful Bidder are found to have made any misrepresentation or wrongful disclosure under section 29A of the Code or otherwise, this LOI may be revoked.
19. The Successful Bidder declares and undertakes that in case, it becomes ineligible under Section 29A of the IBC at any stage prior to issuance of sale certificate by the Liquidator during the liquidation process, it would inform the Liquidator forthwith on becoming ineligible. The Successful Bidder also declares that in case it becomes ineligible at any stage prior to issuance of sale certificate by the Liquidator, the EMD or EMD BG furnished by it shall stand forfeited by the Liquidator.



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20. The Successful Bidder are requested to unconditionally agree and accept this LOI in entirety by countersigning this LOI and returning the original of the same to the Liquidator within a period of 10 (Ten) days from the date of issuance of the LOI.

Yours faithfully

Shailendra Ajmera

IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568

Liquidator for Kquality Limited

(Kquality Limited is undergoing Liquidation Process as per the provisions of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench.)

Address registered with IBBI:

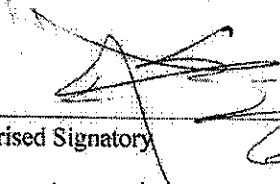
3rd & 6th Floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037

Email ID registered with IBBI:

Shailendra.ajmera@in.ey.com

Unconditionally agreed and accepted by:

Sarda Mines Private Limited


[_____] Authorised Signatory

Date:

06/10/2021

06/10/2021


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Date: October 14, 2021

To,

Mr, Shailendra Ajmera
Liquidator for Kquality Limited
3rd & 6th Floor, Worldmark 1,
IGI Airport Hospitality District, Aerocity,
New Delhi 110037

Subject: Signing the LOI and filing of Application before Hon'ble NCLT seeking permissions, reliefs and concessions before making the final payment by Sarda Mines Private Limited in respect of Kquality Limited (Corporate Debtor)

Dear Sir,

1. We are writing to you on behalf of Sarda Mines Private Limited (SMPL) regarding the liquidation process for Kquality Limited. At the outset, we would like to thank you for declaring us as the Successful Bidder and sending across the Letter of Intent (LOI) dated September 27, 2021. Please find attached a copy of the signed LOI.
2. SMPL submits that there are contingent liabilities on the Corporate Debtor including a claim of INR 9598 Crores from the Income Tax Department. The Income Tax Department has filed an application u/s 42 of the IB Code before the NCLT contesting the treatment of its claims by the Liquidator. Also there is a pending litigation with HUL in relation to the trademark "Kquality" before High Court of Calcutta which was put on hold due to the initiation of the CIRP against the Corporate Debtor and the said litigation has to be finally adjudicated. Also the secured creditors have not relinquished their charge/rights over the corporate debtor.
3. These pending claims and litigations are extremely onerous on SMPL and SMPL proposes to submit an appropriate application before the Hon'ble NCLT which would include certain reliefs/concessions/ permissions including waiving off all the liabilities, claims, demands etc. relating to the Corporate Debtor. SMPL is in the process of finalizing the final concessions, permissions, reliefs and prayers which SMPL would seek from the Hon'ble NCLT and we would request for your kind cooperation in helping us achieve the same.
4. As mentioned in clause 8 of the LOI, the Successful Bidder has the right to apply to the Hon'ble NCLT for reliefs and concessions as it is considered necessary for continuation of the Corporate Debtor as a going concern. Therefore, in order to ensure smooth running of the business of the Corporate Debtor, it is imperative that certain reliefs/concessions/relaxations /and permissions are allowed which would be essential and necessary to run the business of the Corporate Debtor as a "going concern". Unless these reliefs/concessions/ permissions are provided, the purpose of the revival of the Corporate Debtor as a 'going concern' under Liquidation Process Regulations may not be achieved as desired by various stakeholders. In case these reliefs are not granted the Corporate Debtor cannot function as a going concern and will be adversely affected post its release from liquidation.

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5. It is pertinent to mention here that the law in regard to sale on the basis of "going concern" is now settled and has been followed in some large liquidation cases across the country and this proposition has been well accepted by Hon'ble NCLTs and NCLAT. Reference is made to the judgments passed in matters of (i) Topworth Pipes and Tubes Pvt. Ltd. CP(IB) No. 1239/MB/2018 and (ii) Enviro Bulk Handling Systems Pvt. Ltd C.P.(I.B.) No. 1319/MB/2017 wherein permissions, reliefs and concessions have been granted to the purchaser while making the sale of the Corporate Debtor on a going concern basis.
6. We would like to reiterate that the permissions/relaxation/concessions/reliefs being sought by SMPL are crucial to continue the business of the Corporate Debtor and achieve value maximization of the Corporate Debtor. In case these reliefs are not granted the Corporate Debtor cannot function as a going concern and will be adversely affected post its release from liquidation. An indicative list of prayers being made before Hon'ble NCLT is being attached as Annexure-A for your perusal.
7. We would shortly be sharing a copy of the application proposed to be filed with the Hon'ble NCLT. Please note that the final payment would be made subject to the directions passed by the Hon'ble NCLT and/or after final adjudication of the application being filed in NCLT.
8. All the rights of SMPL are reserved.

Kind Regards,

Dinesh Kumar

Authorized Signatory

Sarda Mined Private Limited


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Indicative reliefs and prayers:

- a. Direct that pending final adjudication of the present application the EMD deposited by the Applicant shall not be forfeited by the Liquidator.
- b. Direct the Respondent Liquidator to defer the payment schedule of making final payment within 30 days of signing the LOI as mentioned in the process document till the present application is finally adjudicated by this Hon'ble Tribunal.
- c. Direct that sale of the Corporate Debtor as going concern should be treated in the same manner as to implementation of resolution plan under corporate insolvency resolution process and all attendant benefits, privileges and exemptions under various laws including but not limited to benefit of any tax holiday, exemption, deduction, carry forward of losses of any prior years and set-off against the income of any financial year under the taxation laws, as they are available to a resolution plan shall be available to this sale of Corporate Debtor under liquidation process;
- d. Direct that the Applicant be permitted to restructure the capital account of the Corporate Debtor by cancellation of existing capital and substituting with the investment of the bid amount in such manner and for such amount as it may consider appropriate for the working of the capital base of the Corporate Debtor;
- e. Direct that immediately upon payment of the Sale Consideration, the Applicant (or the Corporate Debtor, as the case may be) get all the rights, title and interest in the whole and every part of the Corporate Debtor, including but not limited to contracts, free from security interest, encumbrance, claim, counter claim, charge of secured creditors or any demur, and the Sale Consideration shall be distributed by the Liquidator in terms of the Section 53 of the Code;
- f. Direct that on and from the date of acquisition, all the claims or demands made by, or liabilities or obligations owned or payable to any actual or potential creditors of the Corporate Debtor including the Government Dues (including but not limited to liabilities, interest and penalties, duties, etc. on account of income-tax, tax deduction at source, tax collection at source, goods and services tax, custom duty, value added tax, service tax, wealth-tax, cess, DGFT dues, etc.) whether direct or indirect, whether admitted or not, due or contingent, asserted or un-asserted, crystallized or un-crystallized, known or unknown, secured or unsecured, disputed or undisputed in relation to any period prior to the date of acquisition will be written off in full and shall stand permanently extinguished;
- g. Direct that all inquiries, investigations, assessments, notices, causes of action, suits, claims, disputes, litigations, arbitration, or other judicial, regulatory or administrative proceedings against, or in relation to, or in connection with the Corporate Debtor or the affairs of the Corporate Debtor (other than against the erstwhile promoters or former members of the management of the Corporate Debtor), pending or threatened, present or future, in relation to any period prior to the date of acquisition or arising on account of the acquisition shall be deemed to be withdrawn or dismissed;
- h. Direct that all financial and pecuniary liabilities of the Corporate Debtor, (including without limitation, any penalty, whether contingent, assessed, known or unknown, interest, fines or fees and any other liabilities and/or obligations which may have a financial impact) in relation to any period prior to the date of acquisition shall be deemed to be extinguished;
- i. Direct that any non-compliance of provisions of any laws, rules, regulations, directions, notifications, circulars, guidelines, policies, licenses, approvals, consents or permissions prior to the date of acquisition shall be deemed to be extinguished;
- j. Direct that all the existing shares of the Corporate Debtor shall be extinguished without any consideration, and rights and liabilities arising out of the same shall also be extinguished;


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- k. Pass a direction granting approval of acquisition structure including but not limited to reduction of public shareholding as specified therein;
- l. Pass a direction that on and from the date of acquisition, the status of the Corporate Debtor in the records of the Registrar of Companies should be reflected as "active" from the status of "liquidation";
- m. Pass a direction that upon sale of the company as going concern, the Board of Director of the Corporate Debtor be re-constituted as per the Companies Act and that consortium be permitted to nominate Directors of the corporate debtor duly appointed under the provisions of the Companies Act, 2013, and direct the Registrar of Companies to do all such acts, deeds and things that are necessary to appoint the consortium nominee individuals as directors of the corporate debtor, who are individuals recommended by the Applicant, in order to enable the company to file relevant returns required by applicable law;
- n. Pass a direction that all subsisting consents, licenses, approvals, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or to which the Corporate Debtor is entitled to shall, notwithstanding any provision to the contrary in their terms and irrespective of the commencement of the insolvency/liquidation proceedings under the Code, in relation to the Corporate Debtor be deemed to continue without disruption, for the benefit of the Corporate Debtor and all additional licenses, registrations and consents required by the Corporate Debtor be made available immediately from the Date of the Acquisition;
- o. Pass a direction that the Corporate Debtor shall have a right to review and terminate any contract that was entered into prior to the date of the Liquidation Order;
- p. Pass a direction to the Liquidator to, immediately, (i) write back all the liabilities of the Corporate Debtor, including creditors, term loans, working capital loans, tax liabilities, other statutory liabilities, etc. which are not payable and reflect the total liabilities at the amount of the consideration (as reduced by the amount of insolvency resolution process costs and the liquidation costs) determined in the auction; (ii) the assets which are not recoverable (debtors, inventories and loans and advances, including etc.) should be written down to their realizable value; and (iii) provisions for bad and doubtful debt and provisions for doubtful advances should be written-off in the financial statements (Profit and Loss Account and the Balance Sheet) of the Corporate Debtor. The said financial statements should be prepared and filed by the Liquidator with the relevant regulators such as Registrar of Companies, Income Tax Authorities, etc.;
- q. Direct that all claims of Corporate Debtor against third parties and related parties shall remain recoverable and Corporate Debtor shall have right to proceed against those parties, whose account is recoverable in the books of the Corporate Debtor as on the date of acquisition. And in case of recoveries of any such amounts or any amounts which have been previously written-off, the Corporate Debtor shall be the sole beneficiary of such amounts;
- r. Pass a direction to the Liquidator that all the compliances for the period up to the date of acquisition including filing of necessary documents and returns with the Registrar of Companies, Income Tax Authorities any other Government Authorities should be completed;
- s. Pass a direction that the brought forward tax losses and unabsorbed depreciation of the Corporate Debtor be permitted to be carried forward and set-off against future income as change of shareholding of the Corporate Debtor is pursuant to the bid submitted by the Applicant under the E-Auction Process;
- t. Pass a direction that on and from the date of acquisition, all the assets specified in the complete Process Memorandums shall continue to be the assets of the Corporate Debtor, towards which the Applicant has made payment by way of the Sale Consideration;
- u. Direct the Liquidator to cooperate with, and provide all necessary support and assistance to the Applicant, including but not limited to perfecting/ amending/modifying/creating the land records


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- in relation to all parcels of land, the immovable properties and assets, belonging to the Corporate Debtor in favour of the Corporate Debtor within 15 days from date of acquisition;
- v. Pass a direction granting exemption from levy of taxes, levies, surcharges, cesses, fees, transfer charges, stamp duty, registration charges, transfer premiums and other charges arising in relation to sale of the Corporate Debtor as a going concern;
 - w. Direct that the Secured creditors be directed to handover the title documents deleting all encumbrances mentioned in the assets secured to them including by way of assignment to any person other than the Corporate Debtor;
 - x. Pass a direction providing exemption to the Corporate Debtor from using the words "and reduced" in its name;
 - y. Pass a direction that encumbrances over assets of the Corporate Debtor shall stand satisfied and MCA/ROC to record the satisfaction of all charges against the Corporate Debtor on payment of Sale consideration as on date of acquisition, in accordance with the orders passed by NCLT;
 - z. Pass a direction that the tax benefits and exemptions will continue to be applicable to the Corporate Debtor from the date of acquisition including benefits under Section 79(2)(C) of the Income Tax Act 1961 as applicable in the event the Corporate Debtor does not remain listed in the future;
 - aa. Pass a direction enabling the liquidator for facilitating the sale by making requisite accounting entries for smooth transmission;
 - bb. Pass a direction that Corporate Debtor/ Successful Bidder are entitled to seek benefits and exemption provided under Regulation 158(2) and 170 of SEBI (Issue of Capital and Disclosure Requirement) Regulations 2018 and Regulation 3(2) of SEBI (Substantial Acquisition of Shares and Takeover) Regulations 2018; and under Rule 19A(5) of the Securities Contract Regulations Rules 1995 and under Regulation 31(A) of SEBI (Listing and Disclosure Obligations) Regulations 2015 for reclassification of shareholding to apply mutatis mutandis to the Corporate Debtor as applicable to a successful resolution applicant on approval of resolution plan under Section 31 of IBC;
 - cc. Pass a direction that Corporate Debtor/ Successful Bidder would not be liable for any disability of the Corporate Debtor or successful Bidder in terms of Section 29A of IBC for default of subsidiaries of Corporate Debtor;
 - dd. Pass a direction that the Corporate Debtor/ Successful Bidder would be at liberty to apply for requisite permissions and approvals before the Securities and Exchange Board of India and other regulatory authorities after the corporate debtor is released from the Liquidation.
 - ee. Direct that the Corporate Debtor/the Successful Bidder shall be at liberty to approach this Hon'ble Tribunal to address any difficulties faced with respect to implementation of the Corporate Debtor as going concern;
 - ff. Other or further order or orders be passed and/or direction or directions be given as this Hon'ble Tribunal may deem fit and proper;



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DINESH KUMAR <dineshkandpal1973@gmail.com>

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scan.pdf

Liquidator Kwaliti <liquidator.kwaliti@in.ey.com>

Mon, Oct 18, 2021 at 5:41 PM

To: DINESH KUMAR <dineshkandpal1973@gmail.com>, Shishir Goyal <shishirgoyal@sardamines.net>, Rishi Goyal <rajagar90@gmail.com>

Cc: Shailendra Ajmera <Shailendra.Ajmera@in.ey.com>, Vijay Chandrashekar <Vijay.Chandrashekar@in.ey.com>, Aashish Goel <Aashish2.Goel@in.ey.com>, Sanjana Saxena <Sanjana.Saxena@in.ey.com>, Ishan Bhatia <Ishan.Bhatia@in.ey.com>, Gaurav Jain <gaurav1.jain@in.ey.com>

Dear Sir,

Thank you for returning the executed the unconditional Letter of Intent dated September 27, 2021 ("LoI"), on October 14, 2021. We are however surprised to receive a letter dated October 14, 2021 sent with the executed LoI. Not only are the contents of the said letter in complete contradiction of the LoI, they are also contrary to the provisions of the Insolvency and Bankruptcy Code, 2016 ("IBC") and the Insolvency & Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Regulations"). The said letter and its content is also contradictory to the terms of Process Memorandum dated April 15, 2021 (as amended from time to time), on the basis of which you participated in the process of sale of Kwaliti Limited (In Liquidation) ("Corporate Debtor") as a going concern, and were selected as successful bidder. Therefore, I am accepting the executed LoI but disregarding/rejecting the said letter dated October 14, 2021 and its contents, its contents being contrary to the IBC, Liquidation Regulations and the Process Memorandum, and being unacceptable. In terms of Clause 15.3 of the Process Memorandum read with Clause 5 of the duly executed LoI, you, being the Successful Bidder of sale of Corporate Debtor as a going concern under Regulation 32 of the Liquidation Regulations, are requested to deposit the entire sale consideration amount of INR 121 Crores ("Bid Amount") within 30 (thirty) days from date of execution of the LoI i.e. November 13, 2021, failing which you will be liable to pay interest, till the Bid Amount is paid which shall be not later than 90 days from the date of issuance of LoI.

Thanks & Regards

Thanking you,

For Kwaliti Limited

Office of Shailendra Ajmera

IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568

Liquidator for Kwaliti Limited

(Kwaliti Limited is under Liquidation of the Insolvency and Bankruptcy Code 2016 (IBC) vide order dated January 11, 2021 (communicated on January 12, 2021) passed by the Adjudicating Authority, National Company Law Tribunal (NCLT), New Delhi Bench.)

Address for Correspondence:

Ernst & Young LLP, 3rd Floor, Worldmark 1, Aerocity Hospitality, New Delhi, National Capital Territory of Delhi - 110037

Email ID for Correspondence: liquidator.kwaliti@in.ey.com

Address registered with IBBI:

3rd & 6th Floor, Worldmark 1, IGI Airport Hospitality District, Aerocity, New Delhi 110037

Email ID registered with IBBI: Shailendra.ajmera@in.ey.com


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Shailendra Ajmera has been granted a certificate of registration to act as an Insolvency Professional by the Insolvency & Bankruptcy Board of India, his registration number is IP Registration no. IBBI/IPA-001/IP-P00304/2017-18/10568. The affairs, business and property of Kwality Limited are being managed by Shailendra Ajmera, appointed as Liquidator by the NCLT by an order dated 11 January 2021 (communicated on 12 January 2021) under the provisions of the IBC. He acts as an agent of Kwality Limited only and without personal liability.

[Quoted text hidden]

Sent from my iPhone

The information contained in this communication is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. It may contain confidential or legally privileged information. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. The firm is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt.

----- Forwarded message -----

From: DINESH KUMAR <dineshkandpal1973@gmail.com>

To: Liquidator Kwality <liquidator.kwality@in.ey.com>, "liquidator.kwality@in.ey.com" <liquidator.kwality@in.ey.com>, Shailendra Ajmera <Shailendra.Ajmera@in.ey.com>, Vijay Chandrashekar <Vijay.Chandrashekar@in.ey.com>, Gaurav Jain <gaurav1.jain@in.ey.com>, Aashish Goel <Aashish2.Goel@in.ey.com>, Sanjana Saxena <Sanjana.Saxena@in.ey.com>

Cc: "rishabhsharma4992@gmail.com" <rishabhsharma4992@gmail.com>, Shishir Goyal <shishirgoyal@sardamines.net>

Bcc:

Date: Mon, 18 Oct 2021 08:02:36 +0000

Subject: LOI

Dear Sir/Madam,


Please find herewith attached signed LOI with the correction of the actual Date of signature.

Thanks & Regards

Dinesh kUmar
for SARDA MINES PVT LTD

2 attachments

 20211018125631.pdf
4544K

 LOI.eml
6231K


TRUE COPY

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL AT NEW DELHI
INTERLOCUTORY APPLICATION NO. _____ OF 2021

IN

C.P. (IB) NO. 1440(ND)/2018

IN THE MATTER OF:

Sarda Mines Pvt Ltd.

...Applicant

Versus

Sh. Shailendra Ajmera
Liquidator – Kwality Limited.

...Respondent

AND IN THE MATTER OF:

M/s K.K.R India Financial Services Pvt. Ltd.

...Operational Creditor

Versus

M/s. Kwality Ltd.

..Corporate Debtor

VAKALATNAMA

KNOW ALL to whom these presents shall come, that I Dinesh Kumar, son of Mr. Jagdish Chandra, aged about 49 years, acting as Assistant General Manager, having my office at 515, 5th Floor Block A, Naurang House, 21 Kasturba Gandhi Marg, New Delhi 110 001 being the authorised representative of the Applicant, do hereby appoint:-

CYRIL AMARCHAND MANGALDAS

Level 1 & 2, Max Towers, C-001/A, Section 16B, Noida-201301, Uttar Pradesh
Phone No. (91-11) 66229000, +91-9599487166| Email: sumit.attri@cyrilshroff.com

(hereinafter called the Advocate) to be Advocate in the above noted case and authorize him/them:

To act, appear and/or plead in the above noted case in this Tribunal or in any other Tribunal in which the same be heard and also in the appellate Courts.

To sign, file, verify and present pleadings, replications, appeals, cross objections or petitions for executions, review, revision, restorations, withdrawal, compromise or other petition, replies, objections or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, draw and receive moneys, cheque and grant receipt thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the case.

To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the attorney on our behalf.

And I, the undersigned, do hereby agree to ratify and confirm acts done by the Advocate or his substitute in the matter as my own acts, as if done by me to all intents and purposes.

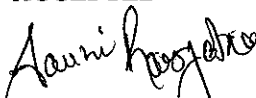
And I undertake that I or my duly authorised agent would appear before the Tribunal on all hearings and will inform the Advocate for appearance when the case is called.

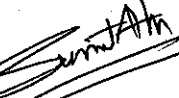
And I the undersigned, do hereby agree to ratify and confirm acts done by the Advocate or his substitute in the matter as my duly authorised agent would appear before the Tribunal on all hearings and will inform the Advocate for appearance when the case is called up for hearing, or any negligence of the said Advocate(s) or his/their substitute.

And I the undersigned, do hereby agree that in the event of the whole or any part of the fee agreed by me to be paid to the Advocate remaining unpaid he/they shall be entitled to withdraw from the prosecution of the said case until the same is paid up. If any costs are allowed for an adjournment, the Advocate would be entitled to the same. The fee settled is only for the above case and forum.

IN WITNESS WHEREOF I do hereunto set my hand to those presents, the contents of which have been understood by me this 3rd November 2021.

ACCEPTED


(Gauri Rasgotra)
(G/572/1993)


(Sumit Attri)
(HIM/69/2002)


(Karan Khanna)
(D/1076/2012)



CLIENT
Sarda Mines Pvt Ltd.

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SARDA MINES PRIVATE LIMITED

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(An ISO-9001:2008, ISO-14001:2004 & OHSAS 18001:2007 Certified Company)

REGD. OFFICE :

Flat No. - 4 A, Tobacco House
1-Old Court House Corner
Kolkata, West Bengal - 700 001
Ph. : 033-40648223

CIN - U13100WB1997PTC084878

E-mail: mail@sardamines.net
Website: www.sardamines.net

MINE OFFICE :

THAKURANI IRON ORE MINES
(Block-B) P. Box No. 85
P.O. BARBIL-758 035
Dist. Keonjhar, (Odisha)
Ph. 06767-247503/10/13/29

EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S. SARDA MINES PRIVATE LIMITED HELD ON TUESDAY THE 2nd DAY OF NOVEMBER , 2021 AT THAKURANI IRON ORE MINES BLOCK-B, BARBIL, ODISHA- 758035 AT 04.30 PM

AUTHORISATION WITH RESPECT TO KWALITY LIMITED

RESOLVED THAT Mr. Dinesh Kumar, Assistant General Manager, of the Company be and is hereby authorised to engage counsel, and lawyer on behalf the Company and to file legal proceeding in any competent court of law and to appear, sign, verify, declare, affirm, make, present, submit and file necessary notice(s), plaint(s), written statement(s), affidavit(s), undertaking(s), vakalatnama(s), declaration(s), appeal(s), revision(s), application(s), and to give statement(s), and submit document(s) and to do all such acts, things, deeds as may be necessary or proper to carry out the purposes mentioned hereinbefore;

RESOLVED FURTHER THAT any Director of the Company be and are hereby severally authorized to issue the certified copy of this resolution."

CERTIFIED TRUE COPY

For SARDA MINES PRIVATE LIMITED

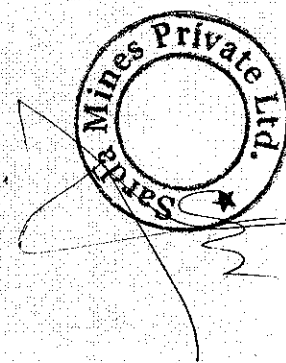
For Sarda Mines Private Limited

Director

Director

(Arjun Saraswat)

(DIN: 00417011)



TRUE COPY



January 25, 2022

BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400001	National Stock Exchange of India Limited Exchange Plaza, Plot No. C/1, G Block, Bandra- Kurla Complex Bandra (E), Mumbai - 400051
---	--

Scrip Name: Kwality Limited (KWALITYLTD/ INE775B01025)

Ref: Information under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sirs,

In furtherance to our communique dated January 19, 2022, whereby it was intimated, inter alia, that as per the order dated December 21, 2021, the successful bidder has deposited the balance sale consideration of INR 116 Crores in the designated liquidation bank account of the Corporate Debtor on January 3, 2022 and the liquidator has acknowledged the receipt of the bid amount of INR 121 Crores from the successful bidder.

In continuation of the same, we draw your attention to the following Prayers which are allowed by the Hon'ble NCLT vide its order dated December 21, 2021:

1. As per Prayer at Para 30(E)(c) of the IA-5208, the entire issued equity share capital of the Corporate Debtor (i.e. Kwality Limited) existing as on the date of the application together with the equity shares that are issued pursuant to conversion of any convertible instruments (whether pledged or not) held by shareholders of the Corporate Debtor (including any such shares held by public shareholders), but other than shares issued to the Applicant shall be entirely cancelled and extinguished ("Capital Reduction"), for a consideration equivalent to the amount to be received by the shareholders under Section 53 of the IBC, if any ("Shareholder Consideration"), without any further approval from any creditor, shareholder, regulatory authority(ies) including but not limited to National Stock, Bombay Stock Exchange, SEBI, RoC, etc.; and
2. As per Prayer at Para 30(E)(g) of the IA-5208/2021, the delisting of the equity shares of the Corporate Debtor (i.e. Kwality Limited) from the stock exchanges and the said prayer along with all prayers have been allowed by the Hon'ble NCLT vide its order dated December 21, 2021.

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Thus, in terms of the Hon'ble NCLT order dated December 21, 2021 read with the IA-5208/2021, we seek the delisting of the equity shares of the Company from the BSE Limited and the National Stock Exchange of India Limited with immediate effect. A copy of the Hon'ble NCLT order dated December 21, 2021 and IA-5208/2021 is enclosed herewith as Annexure 1 and 2 respectively.

We further request you to kindly let us know any other information or documents which may be required.

For Kwality Limited

Binod Bihari Sahu
Director
DIN - 02609352

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