

E-AUCTION PROCESS INFORMATION DOCUMENT 27TH FEBRUARY, 2025

FOR SUBMISSION OF EXPRESSION OF
INTEREST (EOI) FOR PARTICIPATION IN
THE ELECTRONIC AUCTION SALE PROCESS
FOR SALE OF BLOCKS OF ASSETS OF JVL
AGRO INDUSTRIES LIMITED (IN
LIQUIDATION) ['E-AUCTION PROCESS
INFORMATION DOCUMENT']

Issued by **Mr. Supriyo Kumar Chaudhuri**

Liquidator of JVL Agro Industries Limited (in Liquidation)

A company under liquidation process vide NCLT Allahabad bench order dated August 19,
2020

IBBI Registration no. IBBI/IPA-001/IP-P00644/2017-18/11098

Registered Email: supriyokchaudhuri@gmail.com

902A, Diamond Prestige Building, 41A, A.J.C. Bose Road, Kolkata 700 017

Communications Email Address: liquidatorjvl@lqjvl.com

Website: www.jvlagro.com

Mr. Supriyo Kumar Chaudhuri has been granted a certificate of registration to act as an insolvency resolution professional by the Insolvency and Bankruptcy Board of India, bearing Registration No: IBBI/IPA-001/IP-P00644/2017-18/11098. The affairs, business and properties of JVL Agro Industries Limited (in Liquidation) ('JVL') are being managed by the Liquidator, Mr. Supriyo Kumar Chaudhuri, who is acting as such and without personal liability of whatsoever nature, pursuant to his appointment by NCLT Allahabad Bench, vide its order dated August 19, 2020 to discharge functions and exercise powers as a liquidator pursuant to the powers and duties under section 34 and 35 and other relevant provisions of the Insolvency and Bankruptcy Code, 2016 read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016.

Invitation for participation in E-Auction Process for Sale of Stand-alone Block(s) of assets of JVL AGRO INDUSTRIES LIMITED (IN LIQUIDATION), under the provisions of the Insolvency and Bankruptcy Code, 2016 read with IBBI (Liquidation Process) Regulations, 2016 pursuant to consultation and advice of the stakeholders' consultation committee of JVL Agro Industries Limited (in Liquidation) as constituted under Regulation 31A of the IBBI (Liquidation Process) Regulations, 2016 in its meeting held on 21st February 2025.

Important Dates:

Event	Dates
Last Date of submission of Expression of Interest (EOI) along with Application, Confidentiality Undertaking, Undertaking under Sec. 29A of IBC and relevant eligibility documents	Thursday, 13 th March, 2025
Last Date for declaration of Qualified Bidder(s)	Thursday, 20 th March, 2025
Data Room access, and Asset inspection by Qualified Bidder(s)	Upto, Sunday, 30 th March, 2025
Last Date for furnishing Earnest Money Deposit (EMD)	Monday, 31 st March, 2025
Date of E-Auction	Wednesday, 2 nd April, 2025
Time of E-Auction (UTC/GMT +5:50 hours, IST ahead of GMT by 5 hrs 30 Minutes)	IST- 2:00PM to 5:00PM 2:00PM to 05:00PM*

***With unlimited extension of 5 minutes each.**

**Issued by Mr. Supriyo Kumar Chaudhuri
Liquidator of JVL Agro Industries Limited (in Liquidation)**

A company under liquidation process vide NCLT, Allahabad Bench order dated August 19, 2020

IBBI Registration No. IBBI/IPA-001/IP-P00644/2017-18/11098

Registered Email: supriyokchaudhuri@gmail.com

Address for Correspondence: 902A, Diamond Prestige Building, 41A, A.J.C. Bose Road, Kolkata 700 017

Communication Email Address: liquidatorjvl@lqjvl.com

Website: www.jvlagro.com

Notes:

- I. This E-Auction Process Information Document is issued only for the Prospective Bidders/ Bidders willing to participate, after furnishing requisite Earnest Money Deposit (EMD), in the E-Auction process for sale of Stand-alone Block(s) of assets of JVL Agro Industries Limited (in Liquidation).
- II. The terms and conditions, timelines, etc. for participating in the E-Auction are provided in this E-Auction Process Information Document.
- III. The timelines, notifications, updates and other details for the E-Auction Process shall be available on the website of the Corporate Debtor, i.e. <https://www.jvlagro.com/>, on the website designated by Insolvency & Bankruptcy Board of India, i.e. <https://www.ibbi.gov.in> and on the website of e-auction service provider, i.e., M/S PSB Alliance Private Limited (PSBA) at their portal <https://ebkray.in>
- IV. Prospective Bidders/Bidders are requested to submit their EOIs, Application, Affidavit, Undertaking, etc. in the prescribed format to the Liquidator electronically followed by hard copies by Speed Post or may be hand-delivered in a sealed envelope to the office of the Liquidator.
- V. Bidder(s) desirous to submit their bid have to submit their bids online on E-Auction portal- <https://ebkray.in> on the date and time specified in this E-Auction Process Information Document.
- VI. The term Sale of the assets of the Company or Corporate Debtor wherever used in this document shall mean, Sale of the Block(s) of assets of the Company on a Stand-alone basis in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”), Regulation 32(a) of the IBBI (Liquidation Process) Regulations 2016, applicable Regulations framed under IBC and this E-Auction Process Information Document.
- VII. The entire process shall be subject to the provision of IBC and Regulations framed thereunder and such orders as may be passed by the Adjudicating Authority or in any appeals arising therefrom.
- VIII. For any further information, Prospective Bidders/Bidders may contact the Liquidator at +91 9330773661 or write to us at liquidatorjvl@lqjvl.com (LIQUIDATORJVL@LQJVL.COM).

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A. DISCLAIMER

- (1) *This E-Auction Process Information Document (Sale of Stand-alone Block(s) of assets of the Corporate Debtor) is issued by Mr. Supriyo Kumar Chaudhuri, the Liquidator appointed by Hon'ble NCLT, Allahabad Bench pursuant to an order dated 19.08.2020 in the matter of JVL Agro Industries Limited, for general information purposes only, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.*
- (2) *The purpose of this document is to set out the process for submitting the Expression of Interest (EOI) and the E-Auction Bids by the Prospective Bidders for participating in the process of sale of Stand-alone Block(s) of assets of JVL Agro Industries Limited (in Liquidation) (the "Company" or "Corporate Debtor") in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 and the Regulations framed thereunder. Neither this E-Auction Process Information Document 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 E-Auction Process Information Document (Sale of Stand-alone Block(s) of assets of the Corporate Debtor) does not solicit any action based solely on the material contained herein.*
- (3) *This document is not a statutory document, and it has not been approved or registered with any regulatory or statutory authority of the Government of India or any State Government or by any Stock Exchange in India or any other jurisdiction. Nothing herein or in materials relating to the E-Auction Process Information Document for sale of the Stand-alone Block(s) of assets of Corporate Debtor should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
- (4) *It is to be noted that no information being provided in this E-Auction Process Information Document for Sale of the Stand-alone Block(s) of assets of the Corporate Debtor is being claimed to be comprehensive; hence independent due diligence and verification shall be required to be conducted by all Prospective Bidders/ Bidders to their satisfaction prior to submission of EMD. No Person, including the Bidder, shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions, if any, contained in this E-Auction Process Information Document for Sale of the Stand-alone Block(s) of assets of the Corporate Debtor and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document, and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.*

- (5) *This E-Auction Process Information Document and information contained herein or disclosed by any other means should not be reproduced, transmitted, sold, distributed, or published by the recipient or by any person/entity accessing the website of the corporate debtor, without prior written approval from the Liquidator. Distributing or taking/dispatching/transmitting this E-Auction Process Information Document in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this E-Auction Process Information Document comes should satisfy themselves in respect of the same and comply with any and or all such restrictions as may be applicable.*
- (6) *While this E-Auction Process Information Document 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 or by any of his representatives, officers, agents, or the Corporate Debtor in relation to the accuracy, fairness, authenticity or completeness of this E-Auction Process Information Document for sale of the Stand-alone Block(s) of assets of the Corporate Debtor or any other written or oral information made available to any prospective Bidder or its advisors. In so far as the information contained in this E-Auction Process Information Document includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this E-Auction Process Information Document, the Prospective Bidder / Bidder shall be deemed to have acknowledged that no representation or warranty has been made by the Liquidator and that the said Prospective Bidder/Bidder has proceeded on the basis of their own due diligence.*
- (7) *Neither the Liquidator and/or the Corporate Debtor, nor their representatives, nominees, attorneys, managers, officers, employees, consultants, etc. shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the Prospective Bidder / Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.*
- (8) *Further, apart from the provisions set out in this E-Auction Process Information Document, the Prospective Bidders / Bidders shall be responsible for fully satisfying the requirements and provisions of the IBC and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as well as all laws in force that are applicable to the Prospective Bidders/ Bidders or the intended manner of sale envisaged under this E-Auction Process Information Document for sale of the Stand-alone Block(s) of assets of the Corporate Debtor and for obtaining requisite regulatory approvals, consents, waiver, etc., from the concerned regulators, third parties and government authorities.*
- (9) *Under no circumstances, shall the Prospective Bidder / Bidder make any contact, direct or indirect, by any mode whatsoever, with the Corporate Debtor or any of its employees/associates/consultants of the corporate debtor without the approval in writing from the Liquidator. All Confidential Information shall be kept secret and*

confidential by each of the Prospective Bidders/ Bidders and shall be used solely for the purposes of and in accordance with the terms and conditions of this E-Auction Process Information Document, Confidentiality Undertaking, provisions of IBC and the Regulations framed thereunder.

- (10) *It is to be noted that by procuring/downloading a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
- (11) *The assets are proposed to be sold on “As on where on basis”, “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of the Stand-alone Block(s) of assets of the Corporate Debtor does not entail transfer of any other title, except the title which the Corporate Debtor had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming with regard to and/or relating to the assets of the Company.*
- (12) *The Prospective Bidder / Bidder shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to physical and electronic preparation, copying, postage, delivery fees, expenses associated in connection with any participation in any pre-auction meetings which may be held with the Liquidator and/or his representatives for the benefit of the Prospective Bidders/Bidders or any other costs incurred in connection with or relating to its bid including but not limited to cost incurred for carrying out due diligence, physical verification of assets, etc.*
- (13) *This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide Prospective Bidders with relevant information that may be useful to them in preparing their bids. It may be noted that the assumptions, assessments, statements, and information contained in the E-Auction Process Information Document and any other information to be provided for due diligence by the interested parties may not be complete, accurate, adequate, or correct. Each Prospective Bidder / Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check and independently verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this E-Auction Process Information Document and any other information provided by procuring independent advice in respect of the same.*
- (14) *The information contained in this E-Auction Process Information Document for Sale of the Stand-alone Block(s) of assets of the Corporate Debtor and any information provided earlier or subsequently, whether verbally or in documentary or in any other form by or on behalf of the Liquidator, which does not purport to be comprehensive, but collated from various sources including those provided by the Corporate Debtor*

earlier or subsequently, has not been independently verified by the Liquidator or his professional advisors. While this document has been prepared in good faith, no representation or warranty, express or implied, is made and no responsibility or liability is or will be accepted by the Liquidator, his professional advisors, members of the Liquidator's Team, the IPE, any of their directors, partners, officers, employees or agents or the Company in relation to the accuracy, adequacy, authenticity and completeness of this E-Auction Process Information Document or any other written or oral information made available to the Prospective Bidders/Bidders.

- (15) Information provided in this E-Auction Process Information Document to the Prospective Bidders / Bidder(s) has been collected and collated from several sources. This E-Auction Process Information Document may not be all-inclusive and may not contain all of the information that the recipient may consider material for the purpose of submission of Bid(s). The information given are by no means claimed to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy, completeness or otherwise for any statement or information contained in the E-Auction Process Information Document, as mentioned herein.*
- (16) The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Liquidator, or any of his respective professional advisors, affiliates, or Representatives for showing any favour in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder. Neither the information in this E-Auction Process Information Document for Sale of the Stand-alone Block(s) of assets of the Corporate Debtor nor any other written or oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any of the Prospective Bidders or for any investment activity.*
- (17) It is to be noted that by procuring a copy of this E-Auction Process Information Document for Sale of the Stand-alone Block(s) of assets of the Corporate Debtor, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*

B. KEY DEFINITIONS

- (1) “**Adjudicating Authority**” or “**NCLT**” shall mean the Allahabad Bench of the Hon’ble National Company Law Tribunal.
- (2) “**Applicable Laws**” means, all the applicable laws, codes, statute, regulations, rules, guidelines, circulars, re-enactments, revisions, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, guidelines orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the provisions of Insolvency and Bankruptcy Code, 2016 and relevant Regulations framed thereunder
- (3) “**Application Form / Bid Application Form**” means the application in the format provided in Annexure IV herein submitted by Prospective Bidders along with the EOI expressing their interest to participate in the E – Auction for sale of the *Stand-alone Block(s)* of assets of the Corporate Debtor in terms of and subject to the conditions of this E -Auction Process Information Document.
- (4) “**Bid/ E-Auction Bid**” means, any bid submitted by the Bidders as required in terms of the public announcement published in newspapers read with this E-Auction Process Information Document and in accordance with the Applicable Laws.
- (5) “**Control**” includes the right to appoint majority of the 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 shareholders agreements or voting agreements or in any other manner.
- (6) “**E-Auction**” means manner and procedure of sale of stand-alone Blocks of assets of the Corporate Debtor in terms of Clause 2 of this E-auction Process Information Document.
- (7) “**E-Auction Process Information Document**” means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of IBC and shall include all corrigenda, supplements, modifications, amendments, alterations, or clarifications thereto issued in accordance with the terms hereof.
- (8) “**EMD**” means Earnest Money Deposit required to be deposited by the Prospective Bidders in terms of this E-Auction Process Information Document with the Liquidator as security for being eligible to participate and bid for the sale of the *Stand-alone Block(s)* of assets of the Corporate Debtor by E-Auction.
- (9) “**EOI**” means the Expression of Interest submitted by Prospective Bidders expressing

their interest to participate in the E – Auction for sale of the *Stand-alone Block(s)* of assets of the Corporate Debtor in terms of and subject to the conditions of this E - Auction Process Information Document.

- (10) “**Force Majeure**” shall mean any cause beyond the reasonable control of the party such as effect of the natural elements or other acts of God or other elements such as lightning, fire, earthquake, flood, storm, cyclone, explosion, accident, breakage of facilities, plant or equipment, structural collapse, pandemics, epidemics, plagues, general strikes etc. or any change in relevant laws or taxation.
- (11) “**IBC**” or “**Code**” shall mean the Insolvency and Bankruptcy Code, 2016 and the Rules and/or Regulations framed thereunder, as amended from time to time.
- (12) “**Liquidation Process Regulations**” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 as amended up to date and from time to time.
- (13) “**Liquidator**” means an Insolvency Professional appointed as a liquidator in accordance with section 34 of the IBC.
- (14) “**Person(s)**” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a body corporate, bank or financial institution or any other body, whether incorporated or not but shall not include any person who is not eligible to be a Resolution Applicant as per provisions of IBC.
- (15) “**Prospective Bidder/s**” or “**Bidder/s**” means, Person who expresses interest in participating in the E – Auction conducted in respect of JVL Agro Industries Limited (In Liquidation) in accordance with the terms and conditions of this E-Auction Process Information Document for the purpose of purchasing and / or acquiring the *Stand-alone Block(s)* of assets of the Corporate Debtor;
- (16) “**Stand-alone Block**” means each of the respective blocks of assets of the Corporate Debtor specified in Clause 2.3 of this E-Auction Process Information Document.
- (17) “**Qualified Bidder(s)**” shall mean a Bidder who fulfils the eligibility criteria listed out in the E-Auction Process Information Document.
- (18) “**Successful Bidder**” means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator.
- (19) “**Total Sale Consideration**” means, the aggregate amount offered by and/or received from and the Successful Bidder at E – Auction for purchase of the Standalone Block/(s) of Assts of the Corporate Debtor under the terms and conditions of this E – Auction Process Information Document.

- (20) “**Virtual Data Room**” or “**VDR**” means an online platform where the Person(s) who meets the pre-bid qualification pursuant to submission of EOI can access relevant and available information relating to the Corporate Debtor in terms of the E-Auction Process Information Document and on which information they will need to carry out further due diligence on their own.
- (21) “**Electronic Auction**” or “**E-auction**” shall mean an auction conducted in electronic mode on an online website, in a virtual auction platform set-up by a service provider as mentioned in this E-Auction Process Information Document on which the Bidders are required to participate through their login ID and password, and which involves the transmission of data through the use of internet connectivity.

1. BRIEF BACKGROUND

- 1.1.** JVL Agro Industries Limited (“Corporate Debtor” or the “Company” or “JVL”) was incorporated by Mr. D. N. Jhunjunwala and Mr. Satya Narayan Jhunjunwala on 17th November 1989 under the provisions of the Companies Act, 1956 having its registered office at S2/639-18, Hashmi Complex, Near J.P. Mehta Inter College, Club Road, Varanasi – 221 002 (Uttar Pradesh) and which was listed on the Bombay Stock Exchange Limited and National Stock Exchange Limited.
- 1.2.** The Corporate Debtor has at all material times been in the business of edible oils and had commenced operations as a small-scale manufacturer of hydrogenated vegetable oils with a capacity of 25 tonnes per day in 1989. Gradually, it became one of the largest single-unit manufacturers of vanaspati in India and also one of the largest multi-unit manufacturers of refined edible oil (such as olein, soya bean, palm, sunflower, etc), mustard oil and bakery shortening agents. The Corporate Debtor had a cumulative vegetable oil producing capacity of 3,000 tonnes per day. The Corporate Debtor had a widespread distribution channel, covering 19 States and 2 Union Territories across the country, the products were available in more than 100,000 retail stores making it accessible to about 60% of the country’s population and one of the biggest brands in the states of Uttar Pradesh, Bihar, Madhya Pradesh, West Bengal, and the Northeastern States. The Company was also engaged in the business of processing of rice and had a rice mill situated at Akhorigola, Baank Farm, Dist. Rohtas (Bihar).
- 1.3.** The Company had manufacturing facilities located at:

	Plant Location	Plant Description
1.	Plot No. 206 & 207, Matsya Industrial Area (M.I.A.), Alwar (Rajasthan)	Mustard Oil Mill having capacity as: Chillex Plant (200TPD) Kolhu (200TPD) Refinery (100TPD) Solvent (450TPD)
2.	Garakhara-Thanagaddi Road, Village Naupur, Taluka Kerakat, District Jaunpur, (Uttar Pradesh)	Refined edible oil (600TPD) and vanaspati Mill(200TPD) along with 3MW Captive Power Plant

3.	Village: - Chakia, Pahleja, Dist. Rohtas, near Dehri-on Sone (Bihar)	Refined edible oil(500TPD) and vanaspati Mill (200TPD)
4.	Akhori-gola, Baank Farm, near Dehri-on-Sone (Bihar)	Rice Mill (240TPD)
5.	JL No. 149, HPL Link Road, Debhog, Bhawanipur, Haldia, Purba Medinipur (West Bengal)	Refined edible oil Mill(1350TPD)

- 1.4. The Company has been, at all material times prior to commencement of the liquidation process, manufacturing and selling its products under the following brand names:

Brands	Products	Variants
Jhoola	Vanaspati	Vanaspati (Hydrogenated Vegetable Oil)
Jhoola, JVL Royal, Payal, Diamond	Refined Vegetable Oil	Olein, Soyabean, Mustard, Cotton seed, Palm, Sunflower
Jhoola, Shankar, JVL Royal, Joochi	Mustard Oil/ Vegetable Oil	Kacchi Ghani, Pakki Ghani, Blended Oil
---	Rice	Steamed, Raw and Par-boiled white rice
Jhoola, JVL Royal	Bakery Shortening Agents	For Biscuit Making, puff and general use

- 1.5. The Corporate Insolvency Resolution Process (CIRP) in respect of the Corporate Debtor had commenced under the provisions of IBC pursuant to an order dated 25th July, 2018 passed by the Hon'ble NCLT, Allahabad Bench dated 25th July 2018. By the said order Mr. Avishek Gupta was appointed as the Interim Resolution Professional (IRP). Thereafter, with effect from 10th September 2018, Mr. Supriyo Kumar Chaudhuri was appointed as the Resolution Professional (RP) by the Hon'ble NCLT, Allahabad Bench. Thereafter, the Hon'ble NCLT, Allahabad Bench by an order dated 19th August, 2020 commenced liquidation process in relation to JVL and Mr. Supriyo Kumar Chaudhuri has been appointed as the Liquidator. The date of commencement of the liquidation process is, therefore, 19th August 2020.
- 1.6. Subsequently, by an order dated 18th January 2022, the Hon'ble NCLAT, New Delhi had directed sale of the Corporate Debtor as a going concern or the business of the Corporate Debtor as a going concern in consultation with the Stakeholders' Consultation Committee in order to protect the livelihood of 550 families. Pursuant to the said order of the Hon'ble NCLAT, New Delhi in consultation with the Stakeholders' Consultation Committee and as per the advice received from the said Consultation Committee, the Liquidator attempted to sell the Corporate Debtor as a going concern by issuing a Sale Notice dated 24.01.2022 inviting Expression of Interest to participate in the E-Auction Process for sale of the Corporate Debtor as a going concern which was scheduled to be held on 28.02.2022. No EOI was received by the Liquidator in respect of the sale notice dated 24.01.2022 and therefore no E-Auction pursuant to the said

sale notice could be conducted. Under the circumstances aforesaid, the E-Auction process under the sale notice dated 24.01.2022 failed and the Liquidator again sought advice of the Stakeholders' Consultation Committee in respect of mode of sale and the next course of action to be undertaken for completing the liquidation process taking into account the order dated 18th January 2022 passed by the Hon'ble NCLAT. The Stakeholders' Consultation Committee at its meeting held on 28th February, 2022, advised that the block of assets of the Corporate Debtor be sold on standalone basis since there were no interested parties/ bidders expressing interest to buy the Corporate Debtor as a going concern despite attempt having been made by the Liquidator.

- 1.7. Since then, the Liquidator has published several sale notices from time to time.
- 1.8. This E-auction process information document is for sale of the remaining standalone Block/(s) of assets of the Corporate Debtor excluding its office premises at Kolkata.
- 1.9. It is the endeavour of the Liquidator to sell the *Stand-alone Block(s) of assets* of the Corporate Debtor in terms of this E-Auction Process Information Document and in the manner specified in the Liquidation Process Regulations, and Applicable Laws, and subject to directions, if any, of the Hon'ble NCLT, Hon'ble NCLAT and other competent courts having jurisdiction.
- 1.10. The E-Auction would be conducted in terms of this E-Auction Process Information Document and in the manner specified in Liquidation Process Regulations, and other Applicable Laws and subject to directions, if any, of the Hon'ble NCLT, Hon'ble NCLAT, and other competent Courts having jurisdiction.. The E-Auction shall be conducted as an English auction.
- 1.11. The Liquidator hereby invites EOI from Prospective Bidders to evince their interest in participating in the E-Auction relating to sale of the *Stand-alone Block(s) of assets* of the Corporate Debtor in accordance with the terms and conditions specified in this E-Auction Process Information Document and Applicable Law. This invitation is being made to allow the Liquidator to short-list and confirm eligible Prospective Bidders as per the terms hereunder (**'Qualified Bidders'**), who will be allowed to participate in the E-Auction Process.
- 1.12. The invitation is for eligible interested bidders in relation to sale of the *Stand-alone Block(s) of assets* of the Corporate Debtor, in accordance with the provisions of IBC and Regulations framed thereunder, read with the Sale Notice published in the newspapers on 27th February, 2025, the terms and conditions of this E-Auction Process Information Document. A brief description of the assets of the Corporate Debtor proposed to be sold is set out in the said Sale Notice and in Para 2.3 hereunder.

- 1.13.** The Prospective Bidders are expected to be well acquainted with the provisions of the IBC and the Liquidation Process Regulations and Applicable Laws.
- 1.14.** The information provided in this E-Auction Process Information Document should be read together with the provisions of IBC and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document and IBC and/or the Liquidation Process Regulations, the provisions of the IBC and / or the Liquidation Process Regulations, shall prevail.
- 1.15.** This E-Auction Process Information Document shall be construed as final and complete in all respects and shall only be amended, if necessary, by a supplementary document and /or addendum and/or corrigendum issued in writing by the Liquidator specifically indicating therein that the said document is to be treated as part of this E-Auction Process Information Document or an amendment to the same. No other communication, whether verbal or in writing, which may be issued by the Liquidator, or his representatives shall be treated and/or understood to be an addendum or amendment to this E-Auction Process Information Document.
- 1.16.** The Liquidator, however, may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions, if any, contained in this E-Auction Process Information Document and the same would be updated on company's website i.e. <https://www.jvlagro.com>. The Prospective Bidders are advised to regularly visit the website of Corporate Debtor for any updates relating to E-Auction Process.
- 1.17.** The issuance of this E-Auction Process Information Document does not necessarily imply that the Liquidator is bound to select a Bidder or to declare a Bidder as a Successful Bidder and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever and without any notice or liability.
- 1.18.** All terms and conditions with respect to the sale of the *Stand-alone Block(s)* of assets of the Corporate Debtor shall be subject to Applicable Law, and/or any direction of Hon'ble NCLT, Hon'ble NCLAT, and the Hon'ble Supreme Court of India. The Liquidator shall be entitled to take all steps and measures as may be necessary with respect to such sale including appointment of experts, professionals, or other persons, as the Liquidator may think necessary, so as to enable the sale of the assets of the Corporate Debtor.
- 1.19.** An initial public announcement inviting EOI from Prospective Bidders in respect of various Block/(s) of assets of the Corporate Debtor and stating therein the e-auction date was published in several newspapers on 19th January 2021. However, the e-auction scheduled to be held on 4th and 5th March, 2021 pursuant to the said public announcement were cancelled due to pendency of two appeals before the Hon'ble NCLAT, New Delhi challenging the liquidation order dated 19th August, 2020 passed by the Hon'ble NCLT, Allahabad Bench, and observations made by the Hon'ble NCLAT in course of hearing of the aforesaid appeals. An appeal had been filed by the promoter of the Corporate

Debtor and another by few employees of the Corporate Debtor. The Hon'ble NCLAT has since disposed of the said Appeals by an order dated 18th January, 2022 *inter alia upholding the order of liquidation of the Corporate Debtor and directing the Liquidator to make all attempts to sell the Corporate Debtor as a going concern in consultation with the stakeholders' consultation committee in order to protect the livelihood of 550 families.* The Liquidator thereafter in consultation with the Stakeholders' Consultation Committee and advice received from the Stakeholders' Consultation Committee attempted to sell the Corporate Debtor as a going concern and issued a sale notice dated 24.01.2022 inviting Expression of Interest to participate in the E-Auction for sale of the Corporate Debtor as a going concern to be held on 28.02.2022. No EOI was received by the Liquidator in respect of the sale notice dated 24.01.2022 and therefore no E-Auction pursuant to the said sale notice could be conducted in respect of the Corporate Debtor. Under the circumstances aforesaid, the E-Auction under the sale notice dated 24.01.2022 failed. Upon failure of the E-Auction under the sale notice dated 24.01.2022, the Liquidator again sought advice of the Stakeholders' Consultation Committee considering the directions passed by the Hon'ble NCLAT in its order dated 18th January 2022. The Stakeholders' Consultation Committee however advised that the blocks of assets of the Corporate Debtor be sold on a standalone basis since there were no interested bidders for buying the Corporate Debtor as a going concern despite attempt being made to sell the Corporate Debtor as a going concern.

- 1.20.** The Liquidator had issued Sale Notices on several dates inviting EOI to participate in the E-auction for sale of standalone block(s) of assets of the Corporate Debtor and in which most of the standalone block of assets of the Corporate Debtor have been sold.
- 1.21.** In relation of the assets indicated at Block A10 below, it is pertinent to mention here that a portion of the land, around 3.92 acres had been put up for auction earlier under a sale notice issued on 11th April, 2022. The auction was held on 29th April, 2022 wherein one bidder, namely, Sar Parivahan Private Limited emerged as the successful bidder. Soon thereafter, in July, 2022 Sar Parivahan Private Limited filed an application being MA No. 12 of 2022 in CP (IB) No. 233/ALD/2018 [*SAR Parivahan Private Limited vs. Supriyo Kumar Chaudhuri*] before the Adjudicating Authority praying, inter alia, as follows:

"1. Allow this application and direct the respondent Liquidator to get the land demarcated as the area of the total land mentioned in those DAGs are much more than the area for which the Bid was invited and the applicant has been declared as successful bidder;

2. Direct the Liquidator to assure the delivery of the peaceful possession of the property mentioned in Block A-7 of Standalone Blocks, i.e., land near Guwahati, Assam Freehold land parcels measuring about 3.92 acres in total at Dag – 210, Patta – 22, and Dag – 198, 201, 203, 204, 205, 209, 211, Patta 10, 22, 23, 28, 31, 32, 33 and Dag – 203, 206, NK Patta – 23, 24 and Dag – 198, NK Patta – 28, Village Dalma, Mauza – Kamalpur, Dist. Kamrup, near Guwahati, Assam at the time of execution of sale deed and if he fails to deliver the property return the entire amount with interest.

3. *Or direct the Liquidator to refund the money deposited as earnest money in case of inability to deliver the peaceful possession of the land mentioned in Block – A-7 after demarcation to the applicant.*

4. *And/or may pass such other and further order as this Hon'ble Tribunal."*

- 1.22 In the meantime, the Liquidator in consultation with the Stakeholders' Consultative Committee on 21st May, 2024 cancelled the sale of the aforesaid land in favour of SAR Parivahan Private Limited on account of failure of the bidder to deposit the entire sale consideration amount within the stipulated timelines. In consequence thereto, the EMD of eleven lakhs deposited by SAR Parivahan has also been forfeited.
- 1.23 Thereafter, SAR Parivahan filed an amendment application before the Adjudicating Authority praying for "*that the letter issued on 21.5.24 cancelling the e-auction held on 29.4.22 be declared as invalid and be quashed.*"
- 1.24 The aforesaid application along with the amendment application is pending adjudicating before the Adjudicating Authority. Relevant details, including the information on the relevant orders passed from time to time in relation to the aforesaid applications will be provided to the prospective bidder through the Virtual Data Room.
- 1.25 In the meantime, upon conducting necessary searches the Liquidator discovered additional freehold land parcels in the vicinity of the aforesaid land near Guwahati, Assam. It was ascertained that the additional land also belonged to the Corporate Debtor, and the relevant title deeds in relation thereto will be provided to the prospective bidder through the Virtual Data Room.
- 1.26 Under the aforesaid circumstances, the Liquidator, in consultation with the Stakeholders' Consultative Committee, is putting up freehold land parcels, about 25 bighas(approx.) in total, for e-auction.
- 1.27 The Liquidator sought the advice of the stakeholders at 34th Stakeholders' Consultation Committee meeting held on 21st February, 2025, inter alia, on sale of the entire 25 bighas(approx.) of freehold land parcels near Guwahati Assam and pursuant to the advice and consultation with the SCC thereto published a Sale Notice in the newspapers on 27th February, 2025 for sale of the remaining Standalone Block/(s) of Assets of the Corporate Debtor excluding its office premises at Kolkata. This E-Auction Process Information Document is in relation to the said Sale Notice dated 27th February, 2025.

1.28 The Annexures to this E-Auction Process Information Document shall form an integral part of this E-Auction Process Information Document and shall always be read in conjunction with the Annexures appended hereto.

2. SALE THROUGH E- AUCTION

2.1 The liquidator proposes to conduct sale of the *Stand-alone Block(s)* of assets of the Corporate Debtor in accordance with the provisions of IBC and Liquidation Process Regulations pursuant to consultation and advice of the stakeholders' consultation committee of the Corporate Debtor as constituted under Regulation 31A of the IBBI (Liquidation Process) Regulations, 2016 in its meeting held on 21st February, 2025.

2.2 The *Stand-alone Block(s)* of assets of the Corporate Debtor are being put up for sale by way of E-Auction on “**As on where on basis**”, “**As is where is basis**”, “**As is what is basis**”, “**Whatever there is basis**” and on “**No recourse**” basis. The copies of title documents and other relevant details in respect of the assets of the Corporate Debtor will be available on the Virtual Data Room set up by the Liquidator, access to which will be provided to the Qualified Prospective Bidders at the time of carrying out due diligence after receiving duly executed confidentiality undertaking and other documents / information as provided below.

2.3. ASSETS FOR SALE THROUGH E-AUCTION

The assets mentioned below separately in blocks will be available for auction as “Stand-alone Blocks”:

STAND-ALONE BLOCKS i.e., Blocks A12 and B10

Block No.	Block Asset Description
A12	<u>Land near Guwahati, Assam</u> Freehold land parcels admeasuring about 25 bighas(approx.) in total forming part of Dag nos. 198, 201, 203, 204, 205, 206, 209, 210 and 211 under N.K. Patta No. 10, 22, 23, 24, 28, 31, 32 and 33 of Village Dalma, Kamalpur, under Pub-Par Mauza in the District of Kamrup, Assam.
B10	Vehicle – Indica V2 LS Diesel

The proposed sale of the Stand-alone Block(s) of assets of the Corporate Debtor does not entail transfer of any other titles relating to assets of the Corporate Debtor save and except those which the Corporate Debtor has on the date of transfer. The liquidator does not take or assume any responsibility for any shortfall or defect/shortcoming in the ownership of movable/immovable assets' title documents of the corporate debtor. The Prospective Bidders are required to make their own assessment pursuant to conducting necessary due diligence at their own cost.

2.4. Identification documents

The Prospective Bidders/Bidders are required to furnish along with the EOI, copies of the following self-attested identification documents, as applicable to each class of Prospective Bidder/ Bidder, duly notarized, to the Liquidator electronically followed by hard copies through Speed Post or may be hand-delivered in a sealed envelope to the Liquidator at the address of the Liquidator as early as possible but not later than the last date mentioned hereinbefore for submission of EOI and Bid Application Form along with relevant documents.

A. Prospective Bidders in the nature of Hindu Undivided Families (“HUFs”) would be required to furnish the following:

- i. copy of valid Aadhaar Card or valid driving license or photo identity card issued by the Union Govt.; and
- ii. copy of the permanent account number (“PAN”) card.

It is clarified that in the case of a HUF, the Karta of the HUF will have to furnish the above self-attested documents and confirm that the same are valid as on the date of submission of EOI.

B. Prospective Bidders in the nature of Proprietorship concerns would be required to furnish the following:

- i. valid Trade Licence; and
- ii. valid Aadhaar Card or valid driving license or photo identity card issued by the Govt. to the Proprietor; and
- iii. valid permanent account number (“PAN”) card and confirm that the same are valid as on date of submission of EOI.

It is clarified that in the case of a Proprietorship Concern, the Proprietor will have to furnish the above self-attested documents and confirm that the same are valid as on the date of submission of EOI.

C. Prospective Bidders in the nature of Partnership Firms and Limited Liability Partnerships would be required to furnish:

- i. registration certificate or incorporation certificate, if any, as applicable; and
- ii. partnership deed or limited liability partnership agreement, as applicable; and

- iii. power of attorney authorising a partner to sign all documents related to the E-Auction and participate in the same including the EOI and Bid Application Form. The power of attorney is required to be signed by all other partners; and
- iv. copy of the permanent account number (“PAN”) card of the partnership firm/ limited liability partnership.

It is clarified that in the case of a Partnership Firm or a Limited Liability Partnership as the case may be, the authorised partner will have to furnish the above self-attested documents and confirm that the same are valid as on the date of submission of EOI.

D. Prospective Bidders in the nature of Companies would be required to furnish the following:

- i. Certificate of incorporation and commencement of business; and
- ii. Memorandum and Articles of Association; and
- iii. A certified extract of resolution of the shareholders/ Board of Directors authorizing its Director, Manager, Officer to transact on its behalf with respect to the matters contemplated herein and that the acts of the authorized person shall be binding on the Company; and
- iv. Copy of the permanent account number (“PAN”) card of the company.

It is clarified that no power of attorney would be accepted unless the person authorized to act on behalf of a company is appropriately authorized by a resolution of the board of directors or shareholders of the company.

It is clarified that in the case of a Company, the Company will have to furnish the above documents attested by a director and confirm that the same are valid as on the date of submission of EOI.

E. Prospective Bidders in the nature of Non-Resident Indian(s) shall be required to submit along with the EOI, self-attested copies of the following documents duly certified by the concerned foreign offices of the Indian High Commissioner/Embassy:

- i. Passport and resident visa copies duly attested by foreign offices of the Indian High Commissioner/Embassy of the Country in which they are residing; and
- ii. Tax residency certificates; and

It is clarified that no power of attorney would be accepted unless the person authorized to act on behalf of a company is authorized by resolution of the board of directors or shareholders of the company.

3. SUBMISSION OF EOI & OTHER DOCUMENTS REQUIRED TO ASCERTAIN ELIGIBILITY OF THE PROSPECTIVE BIDDER

3.1. The Prospective Bidder is required to submit its profile and the following forms, documents, information, and authorizations as part of the EOI and Bid Application for the purpose of being eligible as a Qualified Bidder to be provided access to the VDR:

- i. Expression of Interest (EOI) along with Application form as per **Annexure I** along with supporting documents; and
- ii. Affidavit providing an Undertaking to the effect that the bidder do not suffer from any ineligibility under Section 29A of IBC to the extent applicable as per format provided in **Annexure II**, and if found ineligible the earnest money deposit shall be forfeited; and
- iii. Confidentiality Undertaking in the format provided in **Annexure III**; and
- iv. A complete list of connected persons/ related parties/ subsidiaries/ holding companies/ associate/ director/ partner, as the case may be. and
- v. A statement of sources of available funds and the quantum thereof, duly certified by the banker/s of the Prospective Bidder; and

Copies of its latest audited financial statements of two immediately preceding financial years. In the case of a foreign entity/company/foreign PE fund, copies of its last audited financial statements along with for two immediately preceding financial years. In the case of Non-Resident Indians, copies of their last audited financial statements together with for two immediately preceding financial years along with the copies of the last three income tax assessment orders issued by the concerned Tax Authority.

- vi. Supporting documents duly self-attested, stamped and signed are required to be submitted.

Note: - The said undertakings as provided in Annexure-II & Annexure-III must be on a Non-Judicial Stamp Paper of not less than Rs. 100/- each, duly notarized and signed by the individual Prospective Bidders, Director, or Authorised Signatory of the Prospective Bidders.

3.2. A complete set of the original EOI in hard copy along with duly certified copies of annexures and photocopies of self-attested supporting documents as stated above, are required to be sent to the below-mentioned address by speed post or delivered in person in a sealed envelope.

The Liquidator,
JVL Agro Industries Limited (in Liquidation)

902A, Diamond Prestige Building,
41A, A.J.C. Bose Road,
Kolkata 700 017.

- 3.3.** The Prospective Bidder shall also submit a scanned copy of the complete set of the EOI including the annexures and documents as stated above, duly compressed, by way of an email, in the following manner:

Email Subject: *“Expression of Interest for the Block (mention Block/(s) name and description) of JVL Agro Industries Limited (in Liquidation) pursuant to the Sale Notice dated 27th February, 2025 published in (mention name of the newspaper/ website where you have seen the notice).”*

Contents on the Email: The body of the email must contain the name of the Prospective Bidder and the date on which the Prospective Bidder sent the hard copy of the EOI by speed post. The body of the email must also include the acceptance by the Prospective Bidder that the bidder has read and understood the terms and conditions of this E-Auction Process Information Document and shall abide by all the terms and conditions mentioned herein.

Email Address: liquidatorjvl@lqjvl.com
[LIQUIDATORJVL@LQJVL.COM]

- 3.4.** Any EOI submitted which does not fulfil any of the above conditions would be liable to be rejected and / or disqualified without any further communication, at any stage of the E-Auction process.
- 3.5.** The date of submission of EOI by the Prospective Bidder shall be deemed as earlier of the following dates:
- (a) the date of receipt of scanned copies by the Liquidator on the above-mentioned e-mail address; and
 - (b) the date of receipt of hard copies by the Liquidator on the above-mentioned address.

The aforesaid is however subject to receipt of EOI and Bid Application of the Prospective Bidder within the last date of submission provided in clause 3.6 herein.

- 3.6. Last date of submission of EOI:**

The last date for submission of Expression of Interest in accordance with this E-Auction Process Information Document (both sealed envelope and soft copy) is **13th March 2025**, which may be extended at the sole discretion of the Liquidator of the Corporate Debtor. Extension of time for submission of EOI, if any, shall be updated on the website of the Corporate Debtor. In case the last date for submission of EOI

happens to be a national holiday or a day on which any lockdown/curfew is imposed by the Union Government or the State Government of West Bengal; the next working day will be deemed as the last date for submission of EOI.

If the statement of sources of funds as mentioned in clause (v) of para 3.1. above is not provided along with EOI, the Prospective Bidders may please, at the EOI stage, undertake to furnish the same along with the Bid Application Form as per the format in **Annexure IV** and furnish the same on or before **31st March, 2025**. Documents once submitted with the EOI in **Annexure I** are not required to be submitted again along with the Bid Application form in the format as per **Annexure IV**, which is required to be submitted on or before **31st March, 2025**, as long as the said documents remain valid and represent a true presentation of the information requested in the 'E-Auction Process Information Document', provided the Prospective Bidder confirms the validity of the same while submitting the Bid Application Form in the format as per **Annexure IV**.

- 3.7.** After receipt of the EOI along with the documents specified above, the Liquidator shall arrange to examine the same before providing access to any Prospective Bidder, to the VDR, any other required information and for enabling their site visit, if required, in the respective places where the Corporate Debtor's assets are located.
- 3.8.** It is therefore imperative that Prospective Bidders should endeavour to submit the EOI in **Annexure I** complete in all respects including the required documents at the earliest but not later than 13th March, 2025 so that the Qualified Prospective Bidders can access the VDR, make site visits, if required, and thereafter submit their Bid Applications as per **Annexure IV** on or before **31st March, 2025** after complying with all the requirements of the 'E-Auction Process Information Document'. Therefore, the Prospective Bidders are requested to submit the EOI, and other documents stated above at the earliest.
- 3.9.** It should be noted that at any stage of the E-Auction process, the Liquidator may ask for further documents and/or information from the Prospective Bidders to evaluate *inter alia* their eligibility and capability in terms of financial strength and past record. The Liquidator, at his discretion, may disqualify any Prospective Bidder for non-submission of the documents and/or information within stipulated time and the Liquidator has no obligation to assign any reason therefor.
- 3.10.** In the event, there is a breach of confidentiality or if the Prospective Bidder is found ineligible under section 29A of the Code at any stage of the e-auction, or if it is found that the bidder has furnished any false or misleading information / declaration then the entire amount deposited by the bidder on account of EMD shall stand forfeited by the Liquidator.

4. **RESERVE PRICE AND EARNEST MONEY DEPOSIT**

- 4.1. The Liquidator has fixed reserve price in consultation with the Stakeholders at the Stakeholders' Consultation Committee (SCC) meeting held on 21st February, 2025 having regard to the provisions of Regulation 35 of the Liquidation Process Regulations. The details of the reserve price in respect of sale of the *Stand-alone Block(s)* of assets of the Corporate Debtor and EMD for sale through E-Auction are as under:

STAND-ALONE BLOCKS OF ASSETS FOR SALE
 (All figures in "Block A" in Rupees crores and all figures in "Block B" in Rupees thousands)

Block No.	Asset/ Blocks Title	Reserve Price	EMD at 10% of Reserve Price	Incremental Bidding Value
A12	<p><u>Land near Guwahati, Assam</u></p> <p>Freehold land parcels admeasuring about 25 bighas(approx.) in total forming part of Dag nos. 198, 201, 203, 204, 205, 206, 209, 210 and 211 under N.K. Patta No. 10, 22, 23, 24, 28, 31, 32 and 33 of Village Dalma, Kamalpur, under Pub-Par Mauza in the District of Kamrup, Assam.</p>	6.02	0.602	0.05
Block No.	Asset/ Blocks Title	Reserve Price	EMD at 10% of Reserve Price	Incremental Bidding Value
B10	Indica V2 LS Diesel	44.50	4.45	2.00

- 4.2. It is to be noted that the Bidders cannot submit a bid for the aforesaid blocks at a value below the reserve price. Further, the Bidders can only increase their Bid by a minimum incremental amount or in multiples of the said amount as mentioned herein above against each block of assets.
- 4.3. **Earnest Money Deposit:** Prospective Bidders after submission of EOI along with other documents as mentioned herein above and after carrying out due diligence, but prior to participation in the E-Auction, shall provide an amount as specified under 4.1 above, which is equal to the 10% of the reserve price as mentioned above as refundable non-interest bearing earnest money deposit by way of a Demand Draft issued by any

scheduled commercial bank in India in favour of JVL Agro Industries Limited (in liquidation), payable at Kolkata or by way of unconditional Bank Guarantee with validity for a period of 90 days from its issuance along with additional claim period of 30 days thereafter, in the Format A (Earnest Money Deposit – Bank Guarantee) annexed hereto. The cost of furnishing bank guarantee towards EMD is to the account of the Prospective Bidder. When Bank Guarantee is submitted as EMD, it shall be kept valid/extended till the final payment is made by the Successful Bidder in terms of the Letter of Intent, with additional claim period of 30 days.

Alternatively, the EMD can also be transferred by way of RTGS to the following Bank Account of the Corporate Debtor:

Account Number:	3345939325
Beneficiary Name:	JVL Agro Industries Limited (in Liquidation)
Bank Name:	Kotak Mahindra Bank
Branch:	15, Park Street, Kolkata -700 016
IFSC:	KKBK0000322

The period of EMD - BG may be required to be extended at the request of the Liquidator whenever necessary and the decision of the Liquidator in this regard shall be final and binding on the Prospective Bidder. The request for the said extension will need to be complied with by the concerned Bidder within 5 working days from the date of request and the letter of extension of the BG duly signed by the issuing Bank must be made available to the Liquidator within the said period of 5 working days.

4.4. The details of any remittances in this regard shall be entered in the Bid Application required to be submitted by the Prospective Bidder in the format annexed as **Annexure IV** herein along with declaration in the format annexed as **Annexure V** herein required to be submitted by the Prospective Bidder. The entire EMD amount shall be furnished by way of a DD issued by a scheduled commercial bank in India, not being a Co-operative Bank or Gramin Bank, favouring the Corporate Debtor as mentioned above, payable at Kolkata or shall be remitted by the Prospective Bidder by way of RTGS preferably by way of a single remittance from **one bank account** only to the Bank Account of the Corporate Debtor, the details of which have been given above or by way of a Bank Guarantee issued by a scheduled commercial Bank in India favouring the Corporate Debtor. Charges for DD or RTGS remittances or BG charge/commission shall be to the account of the Prospective Bidder.

4.5. All the payments made by the Prospective Bidder shall be intimated by the Prospective Bidder to the Liquidator at liquidatorjvl@lqjvl.com. No interest shall be payable to the Prospective Bidder in relation to the Earnest Money Deposit amount or any other future consideration related to E-Auction. Prospective Bidders shall preserve the remittance challan/bank advice/UTR Ref./bank statement evidencing

electronic remittance or DD made by the said Prospective Bidder's banker favouring JVL Agro Industries Ltd. (in liquidation) and shall produce the same to the Liquidator as and when demanded.

- 4.6. Last Date of Submission of EMD:** The last date for submission of EMD by the Prospective Bidder shall be 31st March, 2025 which may be extended at the sole discretion of the Liquidator. Extension of time for submission of EMD, if any, shall be updated on the website of the Corporate Debtor. In case the last date for submission of EOI happens to be a bank holiday or a day on which any lockdown/curfew is imposed by the Union Government or the State Government of West Bengal; the next working day prior to the date of E-Auction as specified hereinbefore will be deemed as the last date for submission of EMD. The Prospective Bidders are requested to furnish their EMD well in advance instead of waiting for the last date for furnishing EMD.
- 4.7. Login ID and Password:** The Qualified Bidders as ascertained by the Liquidator shall be provided with the login ID and Password for accessing the e-auction portal in the website <https://ebkray.in> so as to enable them to participate at the E-Auction and to bid for the block(s) of assets of the Corporate Debtor in the manner specified in this E-Auction Process Information Document, subject to deposit of EMD, Affidavit and declaration in **Annexure V** along with **Annexure IV**.
- 4.8.** In case the Prospective Bidder is not the successful Bidder in the E-Auction, the EMD submitted by the Prospective Bidder will be returned without any interest within 15 working days from the completion of E-auction process. **The Prospective Bidders are required to furnish EMD after conducting due diligence at their cost in respect of the relevant Block(s) of assets to their entire satisfaction.** All Prospective Bidders who have furnished EMD shall be mandatorily required to participate in the E-auction. Before participating in the E-Auction, no Prospective Bidder shall be entitled to claim refund of EMD after having furnished the same. Non-participation in the E-Auction on the scheduled date and time by any prospective bidder after furnishing EMD for any reason whatsoever would result in forfeiture of EMD and no claim for refund of EMD shall be entertained by the Liquidator. EMD of only the unsuccessful bidders who have participated in the bidding process would be refundable without any interest within 15 working days from the completion of E-auction process. For any delay in returning the EMD to unsuccessful Bidders within the said 15 working days due to the circumstances beyond the control of the Liquidator, the Liquidator will not be liable to compensate the unsuccessful Bidder for any loss/damage caused to the Bidder due to such delay.
- 4.9. Forfeiture of EMD:** Without prejudice to any other terms of this E-Auction Process Document, the Earnest Money Deposit furnished by the Prospective Bidder can be forfeited at any time, upon the occurrence of any of the following events:
- If there is a breach of any of the conditions under this E-Auction Process

Information Document by the Prospective Bidder or in case the Prospective Bidder is found to have made any false statement, any inaccurate disclosure and/or any misrepresentation; or

- If the Prospective Bidder is found to be ineligible under section Section 29A of IBC to the extent applicable; or
- If the Prospective Bidder is identified as the Successful Bidder and it fails to accept the Letter of Intent issued by the Liquidator; or
- If the Prospective Bidder is identified as the Successful Bidder and it fails to extend the validity of the Earnest Money through the Bank Guarantee till the last date of payment of total sale consideration with an additional claim period of 30 days thereafter; or
- If the Successful Bidder fails to make payment of the entire sale consideration as per the terms of the Letter of Intent issued by the Liquidator within the stipulated time not exceeding 90 days from the date of Letter of Intent.

4.10. Set-Off of EMD of the Successful Bidder: Unless otherwise expressed by the Successful Bidder in writing to the Liquidator, the EMD shall be set-off against the total sale consideration payable or used as part of the total sale consideration (except in the case of Bank Guarantee submitted as EMD).

5. TERMS FOR PARTICIPATION IN E -AUCTION

5.1. Eligibility: The Liquidator shall sell the Stand-alone Block(s) of assets of the Corporate Debtor in accordance with the provisions of IBC and the Liquidation Process Regulations.

5.2. The Prospective Bidder shall submit the following documents for participation in E-Auction for sale of the Block(s) of assets of the Corporate Debtor:

- ✓ EOI along with Application form as provided in **Annexure I** annexing supporting documents as mentioned therein.
- ✓ Undertaking in the form of an Affidavit under Section 29A of IBC as per **Annexure II**.
- ✓ Confidentiality Undertaking as per **Annexure III**.

5.3. The access to the Virtual Data Room, additional information for due diligence will be provided after due submission of above-mentioned documents by the Prospective

Bidder in the manner and within the timelines mentioned in this E-Auction Process Information Document.

It is clarified that access to the VDR shall be provided to each individual qualified bidder after receipt of EOI, Application Form and all prescribed documents including confidentiality undertaking and undertaking under Section 29A of IBC, 2016, in accordance with the Sale Notice dated 27th February, 2025 and this E - Auction Process Information Document to the satisfaction of the Liquidator. After verification of necessary documents, the liquidator will declare the names of the Qualified Bidders. The decision of the Liquidator in this regard shall be final and binding on all parties concerned.

- 5.4.** The liquidator may ask for further documents and/or information from the Prospective Bidder to evaluate their eligibility at any stage of the E-Auction process. The liquidator, at his discretion may disqualify the Prospective Bidder for non-submission of the requisite documents/information.

5.5. Due Diligence by Bidders:

- i. The Prospective Bidder, after submission of all documents and pursuant to being declared as a Qualified Bidder by the Liquidator after conducting verification of details and documents provided along with EOI and Bid Application Form, shall be provided access to VDR and access to the copies of available information and documents relating to the relevant Block/(s) of Assets of the Corporate Debtor. Any other information as may be considered necessary by the Prospective Bidder may subject to the same being available with the Liquidator also be provided by the Liquidator to the Qualified Bidder if he considers the same to be relevant for the purpose, on request in writing to be made to the Liquidator at liquidatorjvl@lqjvl.com by the Prospective Bidder(s). Further, Prospective Bidders may also contact the Liquidator or his team at the Phone No +91 9330773661 for clarification relating to the E-Auction.
- ii. The Prospective Bidder may request in writing to the Liquidator, or any other person/representative authorized by the Liquidator, by email / letter, to arrange for inspection and site visit of the assets, if required, of the Corporate Debtor put up for e-auction. Every effort, to the extent practicable, shall be made by the Liquidator and his representatives, sufficient prior intimation by the said Prospective Bidder/(s), intervening local holidays and unforeseen adverse event/(s) and restrictions, if any, imposed by the respective State Government/(s) at different places, to arrange for site visits, as per request. As far as practicable, the Liquidator will communicate, in advance, to such Prospective Bidder/(s), all the relevant details, terms and conditions, if any, with respect to such site visit(s). All costs in connection with such inspection/(s) /

site visit/(s) are to be borne by the Prospective Bidders who request for such visit.

The Liquidator reserves the right to decline a site visit requested by Prospective Bidders without citing any reasons whatsoever.

The Liquidator shall endeavour to provide necessary assistance, as far as possible and practicable, for the purpose of facilitating the due diligence by the Prospective Bidder(s).

- iii. All information and documents shall be provided by the Liquidator to the Prospective Bidders in good faith, without prejudice and without creating any obligation for the Liquidator, after receiving confidentiality undertaking and other documents from the Prospective Bidders.

The Stand-alone Block(s) of assets of the Corporate Debtor, being put up for sale through E-auction, are proposed to be sold on “As on where on basis”, “As is where is basis”, “As is what is basis”, “Whatever there is basis”, and “No recourse” basis and the proposed sale of the Stand-alone Block(s) of assets of the Corporate Debtor does not entail transfer of any title, except and to the extent of title which the Corporate Debtor has on its assets as on date of transfer. All costs and expenses including but not limited to statutory charges or local authorities’ charges, local taxes / central taxes and other local levies/maintenance fee /lease rentals or fees for right of use or fees for right of way relating to the operation, running, administration and management of the respective Block of assets should be ascertained by the Prospective Bidder and would be required to be borne by the Successful Bidder.

- iv. The Prospective Bidders are bound by the Principle of *Caveat Emptor*.

5.6. Declaration of Successful Bidder:

The Liquidator shall, as soon as possible after completion of the E-Auction, declare the highest bidder for each Stand-alone Block(s) of assets. The Successful Bidder shall be determined on the basis of highest bid received for each Stand-alone Block/(s) of assets, by the Liquidator via the E- Auction portal.

Within three days of declaring the highest bidder, the liquidator shall conduct due diligence and verify the eligibility of the highest bidder.

The Liquidator shall present the auction results, details of the highest bidder, and the due diligence conducted on it to the Stakeholder Consultation Committee under Regulation 31A of the Liquidation Process Regulations.

The Liquidator shall declare the highest bidder as the Successful Bidder or reject such bid, after consultation with the Stakeholder Consultation Committee under Regulation 31A of the Liquidation Process Regulations.

If the bidder is found ineligible, the earnest money deposited by him shall be forfeited.

In case the highest bidder is found ineligible, the liquidator may, in consultation with the Stakeholder Consultation Committee, declare the next highest bidder as the successful bidder after following the same process as provided above.

However, no Qualified Bidder participating at the E-Auction shall have any vested right to being declared as the Successful Bidder in respect of any of the Stand-alone Block/(s) of assets intended to be auctioned under this E-Auction Process Information Document.

5.7. Issuance of Letter of Intent and Transaction Documents and Payment of Sale Consideration:

- i. After the closure of the E-Auction and declaration of Successful Bidder, the Successful Bidder will be required to execute a Letter of Intent provided by the Liquidator (**Annexure VI**), the terms of which shall be binding on the said Bidder.
- ii. The balance sale consideration pursuant to the E-Auction, after adjustment of EMD from the Total Sale Consideration (in case EMD is furnished by way of DD/RTGS) and the said Total Sale Consideration (in case of EMD provided by way of BG), must be paid by the Successful Bidder within 90 (Ninety) days from the date of issue of LOI by the Liquidator, provided that all payments made by the Successful Bidder towards total sale consideration net of cash EMD, after expiry of 30 (Thirty) days from the date of issue of LOI shall attract interest at the rate of **12% per annum**, provided further that the sale shall be cancelled if the Total Sale Consideration as aforesaid is not received within 90 (Ninety) days from the date of issue of LOI and the EMD as well as any part payment(s) received towards Total Sale Consideration shall be forfeited by the Liquidator.
- iii. It is clarified that the forfeiture clause shall apply irrespective of any reason including any *Force Majeure* cited by the Successful Bidder for non-payment.
- iv. All GST, TCS and other local levies as applicable, if any, shall be to the account of the Successful Bidder and borne by the Successful Bidder, as per invoices or sale certificates, as the case maybe, to be issued to the successful Bidder. No withholding tax shall be deducted by the Successful Bidder on the Total Sale Consideration as aforesaid. All taxes, if any, and interest on delayed amount of Bid/Offer amount, if any, are payable as soon as demand is raised through invoice.
- v.
- vi. A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset shall be issued / executed between the Successful Bidder and

the Company within a period of 10 days from receipt of the Total Sale Consideration plus Taxes, if any, subject, however, to any order of the Adjudicating Authority or any appeals arising therefrom. The assets of Corporate Debtor along with relevant documents shall be transferred to the Successful Bidder as on the date of execution of the sales certificate. Any statutory and other compliance required to be complied with in accordance with the local laws is required to be arranged by the successful bidder at its cost.

- vii. In the event of any conflict/contradiction between the time-period mentioned herein and the sale notice published in the newspapers; the time-period provided in this E-Auction Process Information Document shall prevail.

5.8. Fraudulent and Corrupt Practices:

- v. The Prospective Bidder shall observe the highest standard of ethics during E-Auction and subsequently during the process of declaration of Successful Bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, or in the LOI, the Liquidator shall cancel an auction bid, revoke the LOI, as the case may be, without being liable in any manner whatsoever, if the Liquidator, at his discretion, determines that the Prospective Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in matters relating to the E-Auction or has, undertaken any action in respect of such matters which results in the breach of any Applicable Law including but not limited to the Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002. In such an event, the Corporate Debtor acting through the Liquidator may forfeit the EMD or may invoke the EMD Bank Guarantee, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.
- vi. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- **“coercive practice”** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the E-Auction;
 - **“corrupt practice”** shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the E-Auction (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Corporate Debtor, who is or has been associated or dealt in any manner,

directly or indirectly with the E-Auction or arising there from, before or after the E-Auction, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Corporate Debtor, shall be deemed to constitute influencing the E-Auction); or (ii) engaging in any manner whatsoever, during the E-Auction or thereafter for a period of 1(one) year, any person in respect of any matter relating to the Corporate Debtor, who at any time has been or is a legal, secretarial, financial or technical adviser of the Liquidator or the Corporate Debtor, in relation to any matter concerning the E-Auction;

- **“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;
- **“restrictive practice”** shall mean forming a cartel or arriving at any understanding or arrangement among the Prospective Bidders with the objective of restricting or manipulating a full and fair competition in the E-Auction; and
- **“Undesirable Practice”** shall mean (i) establishing contact with any person connected with or employed or engaged by the liquidator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the E-Auction Process; or (ii) having a Conflict of Interest.

5.9. The Prospective Bidder, any of his representatives, shall not involve himself in price manipulation of any kind directly or indirectly by communicating or colluding with other Bidders. The Bidder shall not divulge either his bid or any other details provided to him by the Liquidator in course of due diligence of the Corporate Debtor to any other party or parties.

5.10. Costs, Expenses, Taxes, Dues, Consent and Approvals:

- i. The Prospective Bidder shall be responsible for all the costs incurred by it on account of its participation in the E-Auction, including any costs associated with participation in the discussion meeting (if any), site visits, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction.
- ii. It is hereby clarified that the Prospective Bidder shall make its/his/their own arrangements including accommodation for the discussion meeting(s) (if required) or site visits and all costs and expenses incurred in that relation shall be borne by the Prospective Bidder. The Prospective Bidder shall not be entitled to receive any reimbursement of any expenses which may have been

incurred while carrying out the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction.

- iii. The successful bidder shall bear all the necessary expenses like applicable stamp duties and related fees and registration charges/ additional stamp duty / transfer charges, advocate fees and others, etc. for transfer of property/ assets (in his / her/its name), if required. The Successful Bidder must bear the cess or other applicable taxes and levies including but not limited to GST, TDS, TCS, local levies, etc.
- iv. It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Corporate Debtor, including such dues, if any, which may affect transfer of any of the Stand-alone Block/(s) of assets of the Corporate Debtor in the name of the Successful Bidder and such dues, if any, will have to be borne/paid by the Successful Bidder.
- v. The Prospective Bidder shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the sale of the Stand-alone Block/(s) of assets of the Corporate Debtor in terms of this E-Auction Process Information Document. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Laws or as per covenants of the lessors/statutory authorities for purchasing any of the Stand-alone Block/(s) of assets of the Corporate Debtor and getting the same transferred/recorded in the name of the successful bidder post issuance of the Sale Certificate by the Liquidator.

5.11. Other Terms and Conditions of the E-Auction

- i. The E-Auction is being held on “AS ON WHERE ON”, “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS”, AND “WITHOUT RECOURSE” basis and will be conducted “Online”. The auction will be conducted through the service provider M/S PSB Alliance Private Limited (PSBA), at the web portal <https://ebkray.in> . This E-Auction Process Information Document containing Bid Application form, Declaration by Bidders, general terms and conditions of online auction shall be available on website www.jvlagro.com and on the website designated by the Insolvency and Bankruptcy Board of India www.ibbi.gov.in, in due course. Prospective Bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, may be sent to liquidatorjvl@lqjvl.com, with copies to skc@lqjvl.com and to sm@lqjvl.com disclosing the identity of the Prospective Bidder and after submitting the required documents as mentioned hereinbefore complete in all respects.

- ii. The Prospective Bidders should make their own independent inquiries regarding the encumbrances, encroachments, title of assets of the Corporate Debtor put up for E-Auction and claims/rights/dues/ affecting the assets, and should conduct their own due diligence prior to participating in the E-Auction. The E-Auction advertisement/ E-Auction Process Information Document does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The Liquidator shall not be responsible in any way for any third-party claims/ rights/ dues post E-Auction and declaration of Successful Bidder.
- iii. The Prospective Bidders shall submit the evidence for EMD deposit like UTR number along with the request letter for participation in E-auction, self- attested copies of (i) Proof of identity (KYC) of the Authorised person, viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Prospective Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the Bidder etc., at the Email ID of Liquidator i.e. liquidatorjvl@lqjvl.com. The details of the required documents have been mentioned hereinbefore which must be taken into consideration for submission.
- iv. Name of Qualified Bidders entitled to participate in online E-Auction will be identified and conveyed by the Liquidator individually to each Qualified Bidder at their e-mail address and contact number (mobile/landline). The Liquidator will provide details of Qualified Bidders to the E-Auction service provider for assisting the Qualified Bidders in creating User ID & Password on the E-Auction portal after due verification of KYC of the eligible Qualified Bidders, all other details and documents and EMD amount submitted by such Qualified Bidders.
- v. As stated in the “Sale Notice” dated 27th February, 2025 and also in this E-Auction Process Information Document, the E-Auction for each of the Stand-alone Block/(s) of assets of the Corporate Debtor would be conducted exactly on the scheduled Date & Time (i.e. on 2nd April, 2025 between IST 02:00PM and 05:00PM) with unlimited extension of 5 minutes each which connotes that during the last remaining time of 5 minutes of E-Auction time for each Block of assets, i.e., if during the remaining 5 minutes of the E-Auction between 04:55 PM and 05:00 PM, a fresh bid of a higher amount for any Block of asset is made by any E-Auction participant then the E-Auction of that particular Block of asset will be automatically extended for further 5 minutes from the time of receipt of such fresh bid. If in this extended period of 5 minutes, no further fresh bid of a higher amount is received then the E-Auction of that Block of asset will automatically come to an end after the expiry of the extended period of 5 minutes.

However, if a fresh bid of a higher amount is received, for instance, during the extended time say at 05:01 PM, the auction time will be automatically extended by another 5 minutes till 05:06 PM. If in this extended period up to 05:06 PM, another higher bid is received, then the auction time will again get extended for another 5 minutes from the time of receipt of fresh higher bid. However, if no fresh bid is received during this extended time, then the E-Auction will automatically come to an end.

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

5.12. Technical Terms & Conditions of E-Auction:

- i. The Bidders and/or its/their authorised representative/s shall have valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction service provider. Such Qualified Bidders must register with the e-auction service provider online.

Only upon verification of the online registration as aforesaid, the Qualified Bidder shall be permitted to access the E-auction Platform for bidding. The Liquidator shall not be held responsible in any manner whatsoever in the event any Qualified Bidder is unable to register itself with the E-auction service provider for the purpose of participating in the E-Auction.

- ii. The Qualified Bidder(s) shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation of any nature whatsoever would be entertained in this regard by the E-Auction service provider, M/S PSB Alliance Private Limited (PSBA) online Listing and Auction platform owner and operator of eBKray platform and/or the Liquidator. Hence, Qualified Bidders who would participate in the E-Auction are cautioned in advance to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- iii. Qualified Bidders should not disclose or share their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy. Qualified Bidders are advised to change the password online immediately on receipt thereof.
- iv. The affidavit/undertaking and declaration as per the formats set out in **Annexure II and Annexure III** must be executed in accordance with applicable

law and it must be issued in accordance with the constitutional documents of the Prospective Bidder, if applicable, after obtaining all corporate approvals as may be required, the copies of which must be attached with the aforesaid “affidavit” / “undertaking/ “declaration”, duly certified. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the said “affidavit”/ “undertaking” / “declaration”. In case of the Prospective Bidder being an individual, the “affidavit” / “undertaking”/ “declaration” must be personally signed by such individual Prospective Bidder himself. In case the Prospective Bidder is not an individual, the said “affidavit” / “undertaking”/ “declaration” is required to be signed by a person who is in full time employment of the Prospective Bidder and duly authorized by way of a partners’ resolution duly certified / board resolution / resolution in case of a corporate entity duly certified by its Managing/Wholetime Director. In the event a “power of attorney” is provided the same must be duly stamped and executed in accordance with Applicable Law. The “power of attorney” shall be accepted by the “Liquidator” only if a copy of a duly certified extract of the board resolution / resolution authorizing issue and execution of the “power of attorney” is submitted along with the “power of attorney”. An authorized person who has been authorized in the manner aforesaid to sign the said affidavit/declaration is required to furnish his KYC documents to the Liquidator.

- v. All the aforementioned documents may be required to be uploaded on the E-Auction portal and the original physical copies thereof shall be provided by the Prospective Bidder to the Liquidator in accordance with this E-Auction Process Information Document. Self-attested Photocopies of the same must be enclosed with the EOI.
- vi. All bids once placed on the E-Auction portal shall be deemed to be legally valid bids from the Qualified Bidder(s). Once the bid is placed, the Qualified Bidder cannot reduce or withdraw the bid for whatever reason. In case such action is taken, by any Qualified Bidder during the E-Auction or after conclusion of the E-Auction, its EMD amount shall be forfeited.
- vii. The highest bid at the E-Auction shall supersede all the previous Bids of the respective Qualified Bidders. The Qualified Bidder with the highest offer/ bid does not, however, get any vested right to demand for acceptance of its/his Bid.
- viii. After the conclusion of the E-auction, the Highest Bidder shall be informed through a message generated automatically by the E-Auction portal, of the outcome of the E-auction. A separate e-mail intimation shall also be sent to the Highest Bidder by the Liquidator.
- ix. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder’s end during the course of bidding. To avoid losing out on bidding because of above-mentioned reasons, it

is advised not to wait for the last moment. Any technical glitches at the E-Auction portal for any reason whatsoever including but not limited to power outage during the E-Auction, shall be deemed to be an event beyond reasonable control of the Liquidator and shall be endeavoured to be set right as soon as possible by the independent E-Auction service provider and the Bidders shall be immediately intimated by emails/phone calls. The Liquidator shall not be held responsible for any inability to Bid by any Bidder on account of the aforesaid circumstances which are beyond the control of the Liquidator.

5.13. Termination/Postponement of E-Auction

The Liquidator reserves his right to postpone/terminate/cancel the e-auction at any time before the E-Auction commences without any prior notice or reason in writing to the Qualified Bidders. In case of such postponement beyond a period of 60 days or termination/cancellation of the E-Auction, the EMD amount received will be refunded to the respective Qualified Bidders within a period of 15 (fifteen) working days from the date of such postponement/termination/cancellation subject to receipt of bank details of Qualified Bidder(s) for refund of his/her/its/their EMD. The Liquidator will not be liable to pay any interest on such refund. It is clarified that even upon cancellation/termination/postponement of the E-Auction, EMD will not be refunded to the Prospective Bidder/ Bidder whose EMD is liable to be forfeited or had been forfeited on account of breach of any of the terms and conditions mentioned in this E-Auction Process Information Document and/or whose EMD is not refundable under the terms of this E-Auction Process Information Document.

5.14. Governing Law and Jurisdiction

This E-Auction Process Information Document, the E-Auction and other documents issued pursuant to this E-Auction Process Information Document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document or the E-Auction shall be subject to the exclusive jurisdiction of the Adjudicating Authority.

6. TIMELINE FOR COMPLETION OF SALE THROUGH E-AUCTION

The following timetable shall apply to the E-Auction Process as embodied in this E-Auction Process Information Document. The timetable may be amended/modified by the Liquidator through issuance of an addendum to the E-Auction Process Information Document and the same will be uploaded on the website of the corporate debtor.

	Event	Timeline
1.	Newspaper Publication of the Sale Notice for sale of the assets of the Corporate Debtor as Stand-alone Block/(s) of assets in terms of this E-Auction Process Information Document.	Thursday, 27 th February, 2025

	Event	Timeline
2.	This E-Auction Process Information Document made available on the website of the Corporate Debtor.	Thursday, 27 th February, 2025
3.	Submission of EOI together with documents / information specified herein.	On or before Thursday, 13 th March, 2025
4.	Declaration of Qualified Bidder by the Liquidator.	On or before Thursday, 20 th March, 2025
5	VDR access to Qualified P Bidder and asset inspection visit, , if required.	Sunday, 30 st March, 2025
6.	Submission of Bid Application Form along with necessary documents by Prospective Bidders.	On or before, Monday, 31 st March 2025
7.	Submission of EMD	On or before, Monday, 31 st March, 2025
8.	Providing Login ID and password to Qualified Bidders	On or before Wednesday, 2 nd April, 2025.
9.	Holding of E-Auction	H, i.e., Wednesday, 2 nd April, 2025, between IST 02:00 PM and 05:00 PM (with unlimited extension of 5 minutes each)
10.	Announcement of highest Bidder	After close of the auction.
11.	Last Date for conducting due diligence and verifying eligibility of highest bidder by Liquidator	Within three days of declaring the highest bidder.
12.	Declaration of the Successful Bidder, after consulting with the consultation committee.	Within working ten days from the close of the auction process.
13.	Letter of Intent to be issued to Successful Bidder.	As soon as practicable but not later than 7 (seven) working days after the date of declaration of Successful Bidder
14.	Unconditional acceptance and signing of Letter of Intent (LOI) by the successful bidder	As soon as possible after the LOI is issued to the successful bidder but not later than one (1) working day after the date of issuance of LOI. However, it is clarified pursuant to IBBI (Liquidation Process) Regulations, 2016 as amended up to date, that the relevant periods of 30 days and 90 days as mentioned hereinbelow, shall be reckoned from the date of issuance of LOI
15.	Return of EMD for unsuccessful Prospective Bidders (except in circumstances where the highest bidder etc is found to be ineligible after auction is conducted)	H+15 working days.
16.		90 days from the date of issuance of Letter of Intent. payment after

	Event	Timeline
	Payment of total sale consideration/balance consideration by Successful Bidder.	30 days from the date of issuance of Letter of Intent will attract interest at 12% p.a.
16.	Execution of sale certificate or any other document	After receipt of entire Sale Consideration within the prescribed timelines and GST/TCS/other applicable Taxes and local levies ,if any.
17.	Handing over of the asset(s) of the Corporate Debtor as Stand-alone Block/(s) of assets in terms of this E-Auction Process Information Document to Successful Bidder.	Immediately after execution of Sale Certificate.

The Timeline as per the Table above may undergo change subject to any further development and/or unforeseen circumstances which will be uploaded on the website of the corporate debtor and also intimated to the Prospective Bidders via email. In case of any contradiction/conflict between the dates mentioned in any of the clauses of this E-auction Process Information Document and the timeline provided in the table above, the timeline/dates provided in the above table shall prevail.

Sd/-

Supriyo Kumar Chaudhuri

Liquidator-JVL Agro Industries Limited (in Liquidation)

IP Registration no. IBBI/IPA-001/IP-P00644/2017-18/11098

902A, Diamond Prestige Building

41A, A.J.C. Bose Road, Kolkata 700 017

Date: 27-02-2025 **Email: liquidatorjvl@lqjvl.com**

ANNEXURE I
Application Form

Date:
Mr. Supriyo Kumar Chaudhuri,
Liquidator,
JVL Agro Industries Limited (In Liquidation)

Dear Sir,

I am desirous of participating in the E-Auction pursuant to the Sale Notice for Sale of the Stand-alone Blocks of Assets of JVL Agro Industries Limited (in liquidation) published in (name of Newspaper) on 27th February, 2025, having read and understood the detailed terms and conditions as contained in the E-Auction Process Information Document that is available on company's website at <https://www.jvlagro.com/>.

Necessary details are given below:

Details of Bidder

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

I am/ We /M/s are interested in submitting bid for the following Block(s) of Assets of JVL Agro Industries Ltd. (in liquidation):

Details of Block(s) of Assets (as per Para 2.3 of E-auction Process Information Document):

Description of Block	
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Reserve Price of respective Block as per the Sale Notice read with the E-Auction Process Information Document	INRThousands/Lacs/crores
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I/We/M/S..... also enclose copies of the required KYC documents and other information and documents complying with the terms and conditions of the E-auction Process Information Document. I/We request you to kindly verify the same and provide us the access to the Virtual Data Room/ information available with you relating to the above mentioned Block(s) of Assets of JVL Agro Industries Limited (in liquidation) for enabling us to carry out due diligence, on receipt of our (i) Undertaking u/s 29A of the IBC, 2016; (ii) Confidentiality Undertaking; (iii) Affidavit and Declaration; and (iv) other documents I/We/M/S undertake to abide by the terms and conditions of the E-Auction Process Information Document.

I/We/M/S.....do undertake to furnish the EMD within the stipulated time.

Date: Signature

Place: STAMP

List of documents enclosed:

- Expression of Interest (EOI) as per Format in Annexure I -A.
 - Identity proof i.e. PAN card/ voter id card/ Aadhaar card and Company Incorporation certificate (in case of company). (strike out whichever is not applicable).
 - In case of Individual, copies of latest filed Income Tax Return along with the same for two preceding years and the available Assessment Order copies; and latest Audited Financial Statements as specified in the E-Auction Process Information Document together with copies of the same for two preceding years in case of entities other than individual.
 - In case of Individual and other entities, a statement of sources of available funds duly certified as specified in the E-Auction Process Information Document and the quantum thereof.
 - Undertaking under Section 29A of IBC
 - Confidentiality Undertaking
 - Authority Letter/certified true copy of Board Resolution/Shareholders' Resolution/Partners' Resolution, as applicable certified by Managing/Wholtime Director/Managing Partner.

ANNEXURE I -A

EXPRESSION OF INTEREST

[On the Letterhead of the Individual, HUF, Firm, Company, Entity submitting the EOI]

Date:

To

Mr. Supriyo Kumar Chaudhuri,
Liquidator,
JVL Agro Industries Ltd. (in liquidation).

Sub. Expression of Interest for purchase of Block of Asset under Block No- (insert block no,) of JVL Agro Industries Ltd. (in liquidation) (“Company” or “Corporate Debtor”) through E-Auction pursuant to the Liquidation Process as per the applicable provisions of the Insolvency and Bankruptcy Code, 2016 and the Regulations framed thereunder

Dear Sir,

In response to the sale notice published in [insert the name of the newspaper where you have seen the Notice and/or website] on 27th February, 2025 inviting Expressions of Interest (EOI) as captioned above (“Sale Notice”), we hereby submit an EOI for the purchase of Block No..... of JVL Agro Industries Limited (In Liquidation), the Corporate Debtor, through E-auction on “As on where on basis”, “As is where is basis”, “As is what is basis”, “whatever there is basis”, and “Without recourse basis”.

We undertake and confirm that the information furnished by us in this EOI and in the Annexures are true, correct, complete, authentic, and accurate in all respects. We also confirm having read and understood the terms and conditions of the E-Auction Process Information Document as uploaded on the website of the Corporate Debtor and the terms mentioned in the Sale Notice published in the Newspaper as stated above relating to sale of Stand-alone Block(s) of Assets of the Corporate Debtor.

We unconditionally agree to the aforesaid terms and conditions and acknowledge that -

- i. the EOI will be evaluated based on the information, details and documents provided by us along with our application datedand in the various Annexures to determine whether we qualify to participate as a bidder in the aforesaid E-Auction;
- ii. the Liquidator reserves the right to determine at his sole discretion, whether or not we qualify to participate in the E-Auction and may reject the EOI submitted by us without assigning any reason whatsoever;
- iii. the Liquidator reserves the right to request for additional information, document or clarification from us for the purpose of the said evaluation and we shall promptly comply with such requirements. Failure to satisfy the queries of the

Liquidator within the given timelines may lead to rejection of our submission pursuant to this EOI.

- iv. submission of this EOI alone does not automatically entitle us to participate in the next stage of E-Auction process;
- v. we are not ineligible in terms of the proviso to Section 35(1)(f) read with Section 29A of the IBC, 2016;
- vi. While we do not suffer from any ineligibility under section 29A of the Code, we undertake and agree that if found ineligible at any stage, the earnest money deposited shall be forfeited.
- vii. we are also a 'fit and proper' person and not under any legal liability under any applicable law;
- vii. if any information comes to the knowledge of the Liquidator subsequent to receipt of the EOI along with the Annexures and the required documents evidencing our ineligibility to participate in the E-Auction, we will be disqualified by the Liquidator.

We confirm that we will furnish the EMD as per terms of the E-Auction Process Information Document within the stipulated time.

Yours faithfully,

On behalf of [Insert the name of the person, HUF, Firm, Company, entity submitting the EOI]

Signature: Name of Signatory:

Designation:

Company Seal/Stamp

Note: The person signing the EOI and other supporting documents should be an authorised signatory supported by necessary Board resolution or shareholders 'resolution /authorization letter.

ANNEXURE II
UNDERTAKING UNDER SECTION 29A OF INSOLVENCY AND
BANKRUPTCY CODE, 2016 BY (NAME OF THE PROSPECTIVE
BIDDER)

[to be executed on a Non-Judicial Stamp Paper of appropriate value]

To,
Supriyo Kumar Chaudhuri,
The Liquidator,
JVL Agro Industries Limited - In Liquidation

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of Stand-alone Block(s) of Assets of JVL Agro Industries Limited (in Liquidation) as mentioned in the E-Auction Process Information Document relevant to Sale Notice dated 27th February, 2025 and have understood them fully. I / We, hereby unconditionally agree to confirm and be bound by the said terms and conditions and agree to take part in the E-auction process.

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

2. I have understood the provisions of section 29A of the Code. I confirm that neither XYZ Limited (mention the name of the Prospective Bidder here) nor any person acting jointly or in concert with XYZ Limited:
 - 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 EoI and/or participating in the E-auction 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 liquidation of the corporate debtor:

- d) has been convicted for any offence punishable with imprisonment: for two years or more under any Act specified under the Twelfth Schedule; or, for seven years or more under any law for the time being in force;
- 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 or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- 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) above, under any law in a jurisdiction outside India; or
- j) has a connected person (as defined below) who is ineligible under clauses (a) to (i) above.

For the purposes of this clause, the expression ‘connected person’ means-

- (i). any person who is a promoter or in the management or control of the Prospective Bidder; or
- (ii). any person who shall be the promoter or in management or control of the business of the Prospective Bidder during submission of EoI and/or E-auction; or
- (iii). The holding company, subsidiary company, associate company or related party of a person referred in clause (i) and (ii) above.

3. I therefore, confirm that XYZ Limited is eligible to be Bidder in accordance with Section 29A of the Code.

4. I declare and undertake that in case XYZ Limited becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator

forthwith regarding its ineligibility.

5. I also undertake that in case XYZ Limited becomes ineligible at any time after submission of the EMD and no information is given to the Liquidator of the same under clause 4 above, then said EMD would be forfeited by the Liquidator and the same would ensure to the benefit of JVL Agro Industries Limited (in liquidation).
6. I also further undertake that my/our winning bid Amount will remain binding unless rejected by the Liquidator.
7. I confirm that the aforesaid declaration and disclosure are true and correct.
8. I am duly authorized to submit this declaration by virtue of _____

(Signature with SEAL)

Name:

Address:

Email Mobile:

(to be notarized by a Notary Public)

ANNEXURE III

CONFIDENTIALITY UNDERTAKING

[to be executed on a Non-Judicial Stamp Paper of appropriate value]

This Confidentiality Undertaking has been signed by **(Name of Prospective Bidder)** having its office at _____ acting through Mr. **(Name of person authorised by Prospective Bidder/Applicant(s))**, the authorized signatory/authorized representative (“**Applicant**”), (which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Supriyo Kumar Chaudhuri , Liquidator of JVL Agro Industries Limited, in response to the Sale Notice of JVL Agro Industries Ltd. (in liquidation) published on 27th February, 2025 in <name of newspaper> for e-auction of Stand-alone Block(s) of Assets of JVL Agro Industries Limited (in liquidation).

WHEREAS M/s JVL Agro Industries Limited, a company registered under the Companies, Act, 1956 (hereafter referred as the “Company” or “Corporate Debtor” or “JVL”) is undergoing liquidation as per Order dated 19th August, 2020, passed by the Hon’ble NCLT, Allahabad Bench, and Mr. Supriyo Kumar Chaudhuri, a registered Insolvency Professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IP-P00644/2017-18/11098, has been appointed as the Liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of JVL Agro Industries Limited (in liquidation) (referred to hereinafter as “Liquidator”).

WHEREAS the Liquidator has invited Prospective Bidders for the purpose of submission of EOI, Application, etc. to be eligible to participate in bidding through E-Auction Process for sale of Stand-alone Block(s) of Assets of the Company in accordance with the stipulations of the E-Auction Process Information Document (referred to as sale of Stand-alone Block(s) of Assets of the Corporate Debtor and provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”) read with Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“Liquidation Process Regulations”).

WHEREAS the Liquidator is required to share certain data, documents and information in relation to the Company for facilitating the Prospective Bidder(s) in their due diligence after receiving an undertaking from them to the effect that such Bidder shall maintain confidentiality of the information so received from the Liquidator and the data room set up by the Liquidator during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under IBC and Liquidation Process Regulations.

THEREFORE, as the Prospective Bidder I hereby declare and undertake as follow,

1. I/We/M/S shall not divulge any part of the information contained in and accessed through the data room which shall mean the virtual data room (“VDR” or “Data Room”)

maintained by the Liquidator, created for the Bidder to access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode, for due diligence of the Corporate Debtor to anyone and the same shall constitute “Confidential Information”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

2. I/We/M/S further unconditionally and irrevocably undertakes and declare that:
- a) the Confidential Information shall be kept secret and confidential by the Bidder and shall be used solely in accordance with the terms of the IBC;
 - b) the Confidential Information shall not be used to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
 - c) all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading shall be complied with;
 - d) any intellectual property of the Company which I/We may have access to shall be protected;
 - e) the Confidential Information may only be disclosed to and shared with any employees of the Bidder or its advisors by the Bidder, in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreement, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
 - f) it shall be ensured that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, any theft or leakage;
 - g) I/We shall immediately destroy and permanently erase all Confidential Information upon the completion of sale in terms of the E-Auction Process Information Document and the IBC and the Liquidation Process Regulations.
 - h) I/We shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use best endeavour to secure that no person acting on my/our behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and
 - i) I/We shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any of my/our employees or advisor or agent or director or partner and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by me/us or any person acting on my/our behalf.

3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
 - a) information which, at the time of disclosure to the Bidder was already in the public domain without violation of any provisions of Applicable Law(s); or
 - b) information which, after disclosure to the Bidder becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
 - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder prior to its disclosure, as evidenced by the records of the Bidder.
4. The Bidder hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder in the Data Room. The Bidder further agrees and acknowledges that the Liquidator shall not be liable to the Bidder for any damage arising in any way out of the use of the Confidential Information and further that the Bidder shall not have any claim against the Liquidator or the Company in relation to any information provided.
5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder and the Liquidator that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder arising as a result of its fraud or wilful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Allahabad shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalised terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document read with the IBC and relevant Regulations made thereunder.

I/We further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of *[insert the name of the Bidder]*.

(Signature with SEAL)

Name:

Designation:

Address:

Email:

Mobile:

ANNEXURE IV
BID Application Form

Date:
Mr. Supriyo Kumar Chaudhuri,
Liquidator,
JVL Agro Industries Limited (In Liquidation)

Dear Sir,

I/We am/are desirous of participating in the E-Auction announced by you on.....(date) in (Name of newspaper) and uploaded on company's website at [https://www.jvlagro.com/;](https://www.jvlagro.com/) at E-Auction website..... and at IBBI website. We have already submitted our application including confidentiality undertaking and undertaking under Sec 29A of IBC and compliance certificate for being eligible to participate in e-auction as per terms and conditions of the E-Auction Process Information Document as uploaded on the website of JVL Agro Industries Ltd. (in liquidation) and state that we have read, understood and we confirm to comply therewith.

We give below the details.

Details of Bidder

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

I/ We am/ are interested in submitting bid for the following Block(s) of Assets:

Details of Block(s) of Assets as mentioned in Sale Notice dated 27 th February, 2025 and in the relevant E-auction Process Information Document: Block No. and Description of Block-	
Reserve Price of Block	INR ...Thousands/Lacs/Crores
Details of EMD furnished -	

Mode of Payment (deposit in account/ Bank Guarantee/ Demand Draft)	
EMD Amount deposited / Amount of EMD BG	INR...Thousands/Lacs/Crores
Details of the transaction (enclose copy of BG or proof of deposit made)	

We request you to please provide our details to the E-Auction portal service provider for our registration as a Bidder for participation in the E- Auction.

Date:

Signature

Place:

STAMP

ANNEXURE V

AFFIDAVIT AND DECLARATION BY BIDDER(S)

[to be executed on a Non-Judicial Stamp Paper of appropriate value]

To,
Mr. Supriyo Kumar Chaudhuri,
The Liquidator,
JVL Agro Industries Limited (In Liquidation)

Dear Sir,

1. I / We, the Prospective Bidder aforesaid do hereby state that, I / We have read the Sale Notice published in the Newspapers on 27th February, 2025 and the entire terms and conditions for the sale of Stand-alone Block(s) of Assets of JVL Agro Industries Ltd (in liquidation) as specified in the relevant E-Auction Process Information Document uploaded in the website <https://www.jvlagro.com> as updated from time to time and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-auction process.
2. I / We declare that the Earnest Money Deposit (EMD) have been furnished by me / us in respect of our Bid Application and that the particulars of remittance/Original Bank Guarantee provided towards EMD and all other information given by me/us with regard to EMD are true and correct.
3. I / We further understand and agree that if any of the statement / information provided by me / us is found to be incorrect and / or untrue, the Liquidator will be at liberty to disqualify me/us/ M/Sfrom participating in the E-Auction Process and the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us are liable to be forfeited by the Liquidator.
4. I / We also agree that after my /our offer given in my /our bid during E-Auction for purchase of Block(s) of Assets of the Corporate Debtor is accepted by the Liquidator and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction of payment of total consideration or balance consideration, as the case may be, within the time limit specified, for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the E-Auction and Letter of Intent (LOI), the EMD and other monies paid by me / us, are liable to be forfeited by the Liquidator. In case total sale consideration or balance sale consideration, as the case may be, is not paid within the stipulated timeline as set out in the aforesaid E-Auction Process Information Document read with the provisions of the

IBC, 2016 and the Regulations framed thereunder, the Liquidator shall (i) forfeit EMD and other monies paid by me/us; and/or (ii) invoke EMD Bank Guarantee, as the case may be, while also forfeiting other monies paid by me /us. All taxes, if any, and interest on delayed amount of Bid/Offer amount, if any, are payable as soon as demand is raised through invoice and non-payment will be taken as breach of the terms and conditions of this e auction, and may lead to penal action including forfeiting of EMD and other monies deposited.

5. I / We understand that the Liquidator shall be entitled to retain the EMD subject to the terms and conditions specified in the E-auction Process Information Document. I / We, state that I / We, have fully understood the terms and conditions as contained in the E-Auction Process Information Document and agree to be bound by the same.
6. I / We confirm that our participation in the E-auction, submission of bid or acquisition of the Block(s) of Assets of the Corporate Debtor pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign, binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / we are bound.
7. The decision taken by the Liquidator with respect to the selection of the Qualified Bidder and Successful Bidder which is communicated to us shall be binding on me/us.
8. I/We also undertake to abide by the additional conditions if announced during the E-auction process including any announcement(s) on correction of and / or additions or deletions to or modification of the time of E-Auction on the online portal. The Block(s) of Assets of the Corporate Debtor will be acquired on **“As on where on basis”, “As is where is basis”, “As is what is basis”, “Whatever there is basis”, and on “No recourse” basis.**
9. I/We confirm that the Liquidator and his Advisors and representatives, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances before or during the E-Auction event.
10. I/We therefore, confirm that I/we am/are eligible to be Bidder in accordance

with - Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.

11. I/We declare and undertake that in case I/We become ineligible at any stage during the liquidation process, I/We would inform the Liquidator forthwith on becoming ineligible.’
12. I/We also undertake that in case I/We become ineligible or found at any time after submission of the EMD to be ineligible, then the EMD would be forfeited by the Liquidator provided no information is given to the Liquidator about such ineligibility.
13. I/We agree that after my/our bid during E-Auction on the online portal in relation to Sale of Block(s) of Assets of JVL Agro Industries Ltd. (in liquidation) as contemplated under the E-Auction Process Information Document is accepted, I/We shall not nor shall make any attempt to cancel/negotiate/withdraw my/our Bid at any time for any reason whatsoever. In the event, I/We cancel/negotiate/withdraw or attempt to do the aforesaid, the EMD and any other amount paid by us shall be forfeited by the Liquidator and we shall not be entitled to a refund of the same. I/We acknowledge that the Liquidator in his discretion may cancel and rescind the LOI issued in our favour in such a circumstance.
14. I confirm that the aforesaid declaration and disclosure are true and correct.
16. I am duly authorised to submit this declaration by virtue of _____

(Signature with SEAL and Stamp)

Name:
Address:
Email:
Mobile:

ANNEXURE VI
LETTER OF INTENT

Date:

To,

[●]

Kind Attention: [●]

Subject: Letter of Intent (“LOI”) for Declaration of the Successful Bidder in the E-Auction Process for Sale of Stand-alone Block(s) of Assets of JVL Agro Industries Limited (“Company” or “Corporate Debtor”)

Dear Sir / Madam,

1. This is with reference to the E – Auction process for sale of Stand-alone Block(s) of Assets of JVL Agro Industries Limited (in Liquidation) conducted on [●]. JVL Agro Industries Limited has been admitted into Liquidation vide order passed by Allahabad Bench of Hon’ble National Company Law Tribunal dated 19.08.2020 whereby the undersigned was appointed as the Liquidator of the Company. Pursuant to the sale Notice dated [●] published in [●], I, the Liquidator of JVL Agro Industries Limited (“**Liquidator**”) invited prospective Bidders (fulfilling the minimum qualification criteria as set out in the e – auction process document) to submit a bid for the Stand-alone Block(s) of Assets of the Company. Pursuant to the terms and conditions set out in the E-Auction Process Information Document, you have submitted *inter – alia* the ‘Bid Application,’ ‘Affidavit and Declaration’ along with undertakings under Section 29A of IBC and confidentiality, among others, to take part in the E-Auction Process for the said assets.
2. As per Clause [●] and Clause [●] of the E-Auction Process Information Document, you have become the ‘**Successful Bidder**’ in the **E-Auction** for the Block(s) of Assets at No.[●] as mentioned in the E-Auction Process Information document.
3. In view of the above and as per the provisions of the E-Auction Process Information Document, I, the undersigned, being the Liquidator of JVL Agro Industries Limited (in liquidation), am issuing this Letter of Intent to you.
4. The total consideration, as per your bid, for the sale of the Block No. [●] is Rs. [●] (“**Sale Consideration**”). You have provided an Earnest Money Deposit of Rs. [●] (“**EMD**”) vide [Date and mode of payment of EMD] prior to the date of E – Auction, in accordance with the terms of the E – Auction Process Information Document. As per Paragraph 1(12) of Schedule I of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“**Liquidation Regulations**”) and Clause [●] (*and other relevant clauses*) of the E - Auction Process Information Document, the total

sale consideration is payable by you within 90 days from the date of issue of the LOI. In case the EMD is paid by DD/RTGS, you are required to pay the Balance Sale Consideration of Rs. [●]/- (Rupees [●] only) after adjustment of EMD (“**Balance Sale Consideration**”), towards the said sale of the Block of Assets of the Corporate Debtor as specified hereinbefore within 90 (ninety) days from the date of issue of the LOI, provided that any payment towards total sale consideration/balance sale consideration after 30 (thirty) days from the date of issue of LOI shall attract interest at the rate of 12% per annum. If the total sale consideration is not received in the Bank Account of the Corporate Debtor within 90 (ninety) days of the date of issue of the LOI, the forfeiture clause as specified in Clause 4.9 of the E-Auction Process Information Document shall apply immediately on expiry of the said 90 days from the date of E-Auction or the date of LOI, whichever is later, and the sale shall stand cancelled. In case the EMD is provided by way of BG, the total sale consideration will have to be paid by you on or before the aforesaid period.

5.. Subject to other terms, conditions of the E-Auction Process Information Document, upon receipt of the Total Sale Consideration/Balance Sale Consideration, the sale shall stand consummated and necessary Sale Certificate/Invoice in your favour will be issued to facilitate transfer of the relevant Block of Assets, at your risk and cost. All further steps including but not limited to those relating to transferring and recording of the property, electricity connection (wherever applicable), licences and renewals, etc. in the name of the successful bidder and other incidental activity shall be undertaken by you and the costs thereof shall be borne by you. The Liquidator does not provide any warranty about the transferability of any service, licence, etc. as aforesaid.

6. In the event of any breach/default by you with respect to furnishing the Total/Balance Sale Consideration within the time period as specified above read with Section 35(1)(n) and Section 60 (5) of the IBC, 2016, the EMD provided by you and any amount received towards the sale consideration, shall be liable to be forfeited in addition to any other recourse available to the Liquidator.

7. This Letter of Intent cannot be assigned by you or transferred by you, in any manner whatsoever, to any other person.

8. This Letter of Intent shall be read with the terms of the E – Auction Process Information Document and is subject to the terms and condition set out therein and such orders of the Hon’ble NCLT/NCLAT, any other Competent Court. This Letter of Intent shall be binding on you as the Successful Bidder.

9. Any dispute arising out of or related to the Block [,] of the Block/(s) of Assets as per Sale Notice dt. 27.02.2025 read with E-auction Process Information Document dated 27.02.2025 and/ or terms of this Letter of Intent shall be subject to the jurisdiction of the Courts at Allahabad.

10. Capitalized terms used herein shall have the meaning as ascribed to them in the E - Auction Process Information Document.

Supriyo Kumar Chaudhuri

Liquidator of JVL Agro Industries Limited (in liquidation)

IP Registration No. IBBI/IPA-001/IP-P00644/2017-18/11098

902A, Diamond Prestige Building, 41A, A.J.C. Bose Road, Kolkata 700 017

E-mail: liquidatorjvl@lqjvl.com (for correspondence)

Accepted Unconditionally by the Successful Bidder

Name:

Designation:

Seal and stamp

Note: 2 Copies in original one of which to be returned to the Liquidator with the signature of the Successful Bidder/or its/his representative.

FORMAT A

EARNEST MONEY DEPOSIT– BANK GUARANTEE

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

To

JVL Agro Industries Limited (in Liquidation),

Address Of JVL -----

By

_____ Bank,

_____ Branch, (then Name of the City where Branch of issuing Bank is located)

(“_____ **Bank**”, together with the “**Liquidator**”, the “**Beneficiary**”)

WHEREAS

- A. *[Insert name of the Bidder]* incorporated in *[India]* / *[insert name of country where guarantor is incorporated]* under the *[Companies Act,[1956/2013]]* [mention name of the other relevant Act under which the Bidder is incorporated, i.e., *[insert name of legislation under which the entity is incorporated]*] with corporate identity number *[●]*/LLP Registration No./other applicable Registration No.of the Bidder, whose registered office is at *[insert address]* (“**Bidder**”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR (Indian Rupees.... only) in accordance with the terms of the E-Auction Process Information Document (“**E-Auction Process Information Document**”) issued by the Liquidator of JVL Agro Industries Ltd. (in liquidation) by uploading the same on the Company Website, seeking submission of bids for Sale of Stand-alone Block(s) of Assets of JVL Agro Industries Limited (in liquidation).
- B. This bank guarantee is required to be issued in favour of the **Beneficiary**, JVL Agro Industries Ltd. (in liquidation) as per the terms of the E-Auction Process Information Document.
- C. We,*[insert name of the bank]* having our registered office at *[insert address]* (“**Bank**”) at the request of the Bidder, do hereby undertake to pay to the Beneficiary at *[Kolkata]* an amount not exceeding INR XXXXX (Indian Rupees XXXXX only) to secure the obligations of the Bidder under the E-Auction Process Information Document on demand from the Beneficiary acting through the Liquidator on terms and conditions herein contained.
1. Now therefore, the Bank hereby issues in favour of the Beneficiary this

irrevocable and unconditional payment bank guarantee (“**Guarantee**”) on behalf of the [*Insert name of the Bidder*] for an amount of INR.

2. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Beneficiary without any demur, reservation, caveat, protest or
3. recourse and without any reference to the Bidder, immediately on receipt of first written demand made by the Beneficiary acting through the Liquidator, a sum not exceeding the aggregate amount of INR XXXXX (Indian Rupees XXXXX).
4. This Guarantee shall be valid and binding on the Bank for a period up to 3(three) months from the date issuance with an additional claim period of 30 (thirty) days thereafter and shall in no event be terminable by notice or any change in the constitution of the Bank or the Beneficiary, by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
5. The Bank hereby expressly agrees that the demand made on it under this Guarantee shall be conclusive evidence of that such payment is due and the Bank shall not require any other proof, in addition to the written demand from Beneficiary acting through the Liquidator, made in any format, raised at the above-mentioned address of the Bank, in order to make the said payment to the Beneficiary.
6. The Bank shall make payment hereunder notwithstanding any objection by [*Insert name of the Bidder*] and / or any other person or any dispute(s) raised by the [*insert name of the Bidder*] in any suit or proceeding pending before any court or tribunal relating thereto and the Bank’s liability under this present being absolute and unequivocal. The Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.
7. This Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at Allahabad shall have exclusive jurisdiction. The Bank represents that this Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.
8. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.
9. This Guarantee shall be a primary obligation of the Bank and accordingly the Beneficiary shall not be obliged before enforcing this

Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Bank waives any such right to that extent.

10. The Bank further unconditionally agrees with the Beneficiary that the Beneficiary acting through its Liquidator shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time:

- i. Vary and/or modify any of the terms of the E-Auction Process Information Document;
- ii. Extend and/or postpone the time of performance of the obligations of

the Bidder under the E-Auction Process Information Document;

or

- iii. Forbear or enforce any rights exercisable by the Beneficiary against the Bidder under the terms of the E-Auction Process Information Document and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under the Guarantee.

11. The Bank hereby agrees and acknowledges that the Beneficiary acting through its Liquidator shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

12. Our liability under this Guarantee is restricted to INR XXXX (Indian Rupees XXXX only) and it shall remain in force until [Insert Earnest Money Validity Date], with an additional claim period of 30 (thirty) days thereafter.

13. Failure to re-issue or extend this Guarantee in accordance with Clause 11 above shall also entitle the Beneficiary to invoke this Guarantee.

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

Witness:

1. Signature

Name and Address.

Name:

2.

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 thisday of2025

Notes:

The Stamp paper should be in the name of the Bank.