

TENDER DOCUMENT

**E-AUCTION OF SALE OF M/S EURO MULTIVISION LIMITED
(IN LIQUIDATION) SALE AS GOING CONCERN AS PER REGULATION 32(e)
OR SALE OF INDIVIDUAL ASSETS ON STANDALONE BASIS**

TENDER DOCUMENT NO: EML/24-25/001

DATE OF PUBLICATION : 18/02/2025

DATE OF E-AUCTION : 05/03/2025

LIQUIDATOR

CA JIGAR SHAH

M/S EURO MULTIVISION LIMITED (IN LIQUIDATION)

IP REG. NO.: NO: IBBI/IPA-001/IP-P01121/2018-19/11820

REG. ADDRESS: B-801, GOPAL PALACE, NR. SHIROMANI COMPLEX,
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DISCLAIMER

1. *This “Tender Document” is issued Jigar Pradipchandra Shah, the Liquidator appointed by Honorable NCLT, MUMBAI Bench, in the matter of M/s. Euro Multivision Limited (In Liquidation) for general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the Sale of the corporate debtor as a going concern / sale of Individual assets on standalone of M/s. Euro Multivision Limited (in liquidation) (the “Company”) in accordance with the Insolvency and Bankruptcy Code, 2016 (‘IBC’).*
3. *It is to be noted that no information being provided in this “Tender Document’ claims to be comprehensive, independent due diligence of the intended user of this document or the bidder is highly recommended.*
4. *This ‘Tender Document” and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.*
5. *Neither the Liquidator, nor his Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this “Tender Document” including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
6. *Further, apart from the provisions set out in this “Tender Document” the E-Auction process applicant shall be responsible for fully satisfying the requirements and Provisions of the Insolvency and Bankruptcy Code and of the Insolvency and Bankruptcy Board of India’s (Liquidation Process) Regulations as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
7. *It is to be noted that by procuring a copy of this “Tender Document” the recipient accepts the terms of this disclaimer, which forms an integral part of this Tender Document and part of all the other terms and conditions of this Tender Document.*
8. *It shall be noted that the terms and conditions of this Tender Document shall supersede any other documents executed before signing this document.*
9. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*

CA Jigar Shah (Liquidator)

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Bidder’s Signature

10. *M/s. Euro Multivision Limited as a going concern or sets of assets collectively to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis.*
11. *The E-Auction Participant shall bear all the costs and charges associated with or relating to the preparation and submission of the bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.*
12. *‘This Tender Document’ is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this Tender Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and may get independent advice from appropriate sources.*
13. *Information provided in this ‘Tender Document’ to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the Tender Document.*

CA Jigar Shah (Liquidator)

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Bidder's Signature

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Bidder's Signature

1. INFORMATION MUST BE READ BEFORE BIDDING

- 1.1 This “Tender Document” has been issued for the purpose of carrying out electronic auction (e-Auction) of the Company (in Liquidation) **for Sale as a going concern comprising all assets excluding liabilities (except PUFEE Transactions which will be determined under section 43, 45, 49 & 66 of IBC) or to sale of assets collectively** under the provisions of the Insolvency and Bankruptcy Code (IBC), 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations).
- 1.2 The information provided in this “Tender Document” should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this Tender Document and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.
- 1.3 The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this Tender Document.
- 1.4 The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this “Tender Document”.
- 1.5 The issuance of this “Tender Document” does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the sale of M/s. Euro Multivision Limited as a going concern or on sale of sets of assets collectively and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
- 1.6 Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, if any, which may be required by the seller or any other costs incurred in connection with or relating to its bid including EMD.
- 1.7 The sales of the company as a whole on going concern basis or sale of sets of assets collectively will be conducted in terms of:
 - (i) the sections, rules, regulations and guidelines under Insolvency & Bankruptcy Code, 2016

CA Jigar Shah (Liquidator)

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Bidder’s Signature

1.8 M/s Linkstar Infosys Pvt. Ltd. (“**E-Auction Service Provider**”) has been appointed as the E-Auction Service Provider. The sale of the Corporate Debtor as going concern or sale of sets of assets collectively will be on an “*AS IS WHERE IS*”, “*AS IS WHAT IS*”, “*WHATEVER THERE IS*” and “*NO RECOURSE*” basis and shall be undertaken by the Agency for and on behalf of the Seller through an e-auction platform provided on the website portal of the E-Auction Service Provider (“**Platform**”). Other details with respect to the e-auction are as follows:

Type of Bid	E-Auction
Seller	CA Jigar Shah, Liquidator for Euro Multivision Limited (In Liquidation)
Website of E-Auction Service Provider	https://www.eauctions.co.in/
Service Provider	Linkstar Infosys Private Limited, 9-C, Vardan Complex, Near Vimal House, Lakhudi Circle, Navrangpura, Ahmedabad-380014 Email: admin@eauctions.co.in Tel: 079-26566588 Contact Person: Mr. Vijay Pipaliya +91-9870099713
Website of the E-Auction Service Provider	https://www.eauctions.co.in/

Annexures	<p>1. Annexure 1 - Bid Form Instruction: This document is required to be duly filled in by the Bidder. The Bidder will then be required to take a printout of the filled in form, sign the same and thereafter submit the same to the Liquidator.</p> <p>2. Annexure 2 - Declaration by the Bidder Instructions: This document is required to be duly filled in and signed by the Bidder. The Bidder will then be required to take a printout of the filled in form, sign the same and thereafter submit the same to the Liquidator.</p> <p>3. Annexure 3 – Technical Terms and Conditions of E-Auction Sale</p> <p>4. Annexure 4- Affidavit and undertaking under Section 29A (to be notarized)</p>
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CA Jigar Shah (Liquidator)

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Bidder’s Signature

- 1.9 The assets are owned or held by the company are proposed to be sold and shall be handed over to successful bidder on “**As is where is basis**”, “**As is what is basis**”, “**Whatever there is basis**” and “**No Recourse**” basis and the proposed sale of the company as going concern or sale of sets of assets collectively does not entail transfer of any title relating to any assets except the title which the Company had on its Assets as on date of transfer as per the information available with the Liquidator. The Liquidator shall not take or assume any responsibility for any shortfall/non availability of any assets or defect/shortcoming in quality or non-usability of any assets of the company.
- 1.10 All terms and conditions with respect to this auction notice shall be governed by the directions of the Liquidator, Hon’ble National Company Law Tribunal and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale under this auction and it would be open to the Liquidator of the Corporate Debtor to appoint such experts or other persons, as he might think necessary, in consultation with NCLT, so as to enable the sale under this auction.
- 1.10.1 In this Tender Document, capitalized terms shall, unless repugnant to the meaning or context thereof, have the meanings assigned to such terms in the body of the Tender Document or in the Annexures thereof. Any reference to this Tender Document shall mean this tender document including its Annexures, any addenda or amendments to this Tender Document and/ or any other document issued pursuant hereto.
- 1.10.2 The Successful bidder desiring any relief or concession relating to “Sale of Corporate Debtor as going concern” shall have to submit necessary application with Hon’ble NCLT at its own cost and risk and Liquidator shall not be responsible if such relief or concessions are not granted by Hon’ble NCLT.
- 1.11 The Annexures to this Tender Document shall form an integral part of this Tender Document and this Tender Document shall always be read in conjunction with the Annexures thereto.
- 1.12 The term “**Bidder**” or “**intending bidder**” as used in this Tender Document shall mean any person who has successfully submitted an expression of interest in response to the E- auction notices dated 18.02.2025 issued by the Liquidator (Hereinafter collectively referred to as the (“**E- auction Notices**”). It is clarified that a Bidder may submit a bid under this Tender document only with respect to Euro Multivision Limited as a going concern or sale of sets of assets collectively for which he has successfully submitted an expression of interest in response to the EOI Notice.
- 1.13 The documents relating to the Euro Multivision Limited shall be available on request to the Liquidator at liq.euromulti@gmail.com
- 1.16 The Bidders are requested to acquaint themselves with the provisions of the Code and the Liquidation Process Regulations and other relevant rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the Code or the Liquidation Process Regulations, as the case may be, relating to sale of the company as going concern or sale of sets of assets collectively by the Liquidator during liquidation process.

CA Jigar Shah (Liquidator)

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Bidder’s *Signature*

2. KEY DEFINATION

- **“Adjudicating Authority”** or **“NCLT”** shall mean the Hon’ble Principal bench, Mumbai Bench of the National Company Law Tribunal;
- **“Applicable Laws”** shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;
- **“Bid”** means, any bid submitted by the Bidders as required in terms of this E-Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;
- **“Control”** shall mean a Person holding more than 26% (twenty-six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;
- **“E-Auction Process Participant”** or **“Bidder”** means, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;
- **“E-Auction Process Information Document”** means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.
- **“IBC”** shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time.
- **“Liquidation Process Regulations”** means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- **“Liquidator”** means an insolvency professional appointed as a liquidator in accordance with section 34 of the IBC;
- **“Liquidation Process Regulations”** means the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, as amended from time to time;
- **“Person”** shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

CA Jigar Shah (Liquidator)

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Bidder’s *Signature*

- **“Qualified Bidder(s)”** shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document is declared as a “Qualified Bidder” by Liquidator after assessing his eligibility under the provisions of IBC.
- **“Successful Bidder” or “Successful E-Auction Process Participant”** means, the Qualified Bidder who at the end of the E-auction process is declared as Successful Bidder, the Liquidator will evaluate all the bids submitted and will decide upon the successful bidder. The Liquidator’s decision will be final & binding on all the bidders.

CA Jigar Shah (Liquidator)

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Bidder’s *Signature*

3. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 06th October, 2024. As per the said order, Jigar Pradipchandra Shah has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the corporate debtor M/s. Euro Multivision Limited as a going concern or sale of sets of assets collectively comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this Tender Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this Tender Document.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

4. TERMS AND CONDITIONS OF THE E-AUCTION

The sale of the Euro Multivision Limited as a going concern or sale of sets of assets collectively mentioned in this Tender Document and the Notice of Sale dated 18.02.2025 ("**Notice of Sale or E-auction Sale Notice**") published by the Seller pursuant to the appointment by NCLT, shall be subject to the following conditions and the conditions set out in **Annexure 3**:

4.1 Nature and Object of the e-Auction

- (a) The online e-auction sale is with the object of facilitating a free, fair and transparent sale of company as going concern or sale of sets of assets collectively for achieving the best possible recovery of assets of the Corporate Debtor.
- (b) The sale of Euro Multivision Limited as a going concern or sale of sets of assets collectively will be conducted in terms of and in compliance with the provisions, rules, regulations and guidelines provided in the Insolvency & Bankruptcy Code and guidelines provided by IBBI.

CA Jigar Shah (Liquidator)

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Bidder's Signature

- (c) The e-auction process for sale of Euro Multivision Limited as a going concern or sale of sets of assets collectively shall be conducted as defined in this tender document.
- (d) All conditions of sale of Euro Multivision Limited as a going concern or sale of sets of assets collectively shall be governed by the directions of the National Company Law Tribunal and in accordance with applicable provisions of law.

4.2 Cautions to the Bidders

- (a) The Euro Multivision Limited is being sold strictly on an “*As Is Where Is, As Is What Is, Whatever There Is and No Recourse*” basis.
- (b) Bidders are advised to go through all the terms and conditions of sale given in this Tender Document and in the Notice of Sale before participating in the online bidding/auction.
- (c) The e-auction shall entitle the Successful Bidder to all the rights of the incumbent holder in respect of the Properties. Details of the Euro Multivision Limited as stated in the Notice of Sale and under this Tender Document are as per the details available with the Seller and neither the Seller nor the Agency shall, in any way, be responsible for any variation in the extent of the Properties due to any reason.

4.3 Inspection of the Available Assets/ Buyers Beware

- (a) Bidders are requested to inspect all the available assets of Company and satisfy themselves regarding the nature, condition, extent etc., of the same prior to submission of their online bids. All costs incurred in connection with such an inspection shall be borne by the Bidders.
- (b) The Agency/ the Seller shall not be responsible for rendering any assistance to the Bidder in connection with its independent inspection of the assets.
- (c) Bidders are bound by the principle of caveat emptor (buyer beware).
- (d) Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to verification of the available assets.

4.4 Submission of the Form and Earnest Money Deposit

- (a) The auction shall be conducted through the process of an e-auction facilitated by the Seller. The Seller/ E-Auction Service Provider shall inform the Bidders *via* email of the procedure for obtaining access to the Platform for the purpose of submitting necessary forms and documents there at and making bids thereon.
- (b) Each intending bidder shall, pursuant to gaining access to the Platform, provide such details as may be required by the E-Auction Service Provider.
- (c) Thereafter, the Bidders would be required to submit the following documents to the office of Liquidator:

CA Jigar Shah (Liquidator)

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Bidder’s Signature

- (i) Individual Bidders or Bidders in the nature of Hindu undivided families (“HUFs”) would be required to submit the following documents to the office of Liquidator:
1. copy of the valid passport or voter’s ID or valid driving license or Aadhaar card or photo identity card issued by Govt./ PSU; and
 2. copy of the permanent account number (“PAN”) card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees One Hundred only) in lieu of the PAN card shall be submitted.

It is clarified that in the case of an HUF, the karta of the HUF would have to submit his own passport/ voter ID/ driving license/ Aadhaar card/photo identity card issued by Govt. / PSU.

- (ii) Non-Resident Indian(s) would be required to submit the following documents the office of Liquidator:
1. their passport and residence visa copies duly attested by foreign offices or notary public or the Indian embassy; and
 2. a copy of the PAN card and in case the copy of the PAN card is not available with the Bidder, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.

Acquisition of immovable properties in India by NRIs/PIOs will be subject to FEMA regulations.

- (iii) Proprietary concerns shall submit any two documents evidencing the identity and address proof of the proprietor and proprietorship concern. The proprietor should also provide a copy of the permanent account number (“PAN”) card and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
- (iv) Partnership firms and limited liability partnerships shall be required to submit any two documents providing the identity and address proof of the partnership or limited liability partnership, as applicable, any 2 (two) documents evidencing the identity and address proof the partner authorized to act on behalf of the partnership or limited liability partnership, as the case may be, and the following documents:
1. Registration certificate or incorporation certificate, if any, as applicable;
 2. Partnership deed or limited liability partnership agreement, as applicable;

CA Jigar Shah (Liquidator)

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Bidder’s Signature

3. An officially valid document in respect of the person holding the power of attorney to transact on behalf of the partnership or copy of the resolution passed by the partners of the limited liability partnership or other valid document evidencing authority of the designated partner to transact on behalf of the limited liability partnership; and
 4. Copy of the permanent account number (“**PAN**”) card of the partnership firm/ limited liability partnership and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.
- (v) Companies shall be required to submit any two documents evidencing the identity and address proof of the company and the following documents:
1. Certificate of incorporation;
 2. A resolution from the shareholders/ Board of Directors granted to its managers, officers or employees to transact on its behalf with respect to the matters contemplated herein; and
 3. Copy of the permanent account number (“**PAN**”) card of the company and in case the copy of the PAN card is not available, an affidavit stating the reason for not holding a valid PAN card on a stamp paper of Rs. 300 (Rupees Three Hundred only) in lieu of the PAN card shall be submitted.

It is clarified that no power of attorney would be accepted and the person authorized to act on behalf of a company must be so authorized only by means of a resolution of the board or shareholders of the company.

- (d) Upon submitting the relevant documents in accordance with Clause 4.4(c) above, the intending bidders are required to fill up the physical form as per the format prescribed in **Annexure 1**, take a print out of the filled form, sign the same and thereafter **submit it to the office of Liquidator** along with (i) a scanned copy of the duly **signed** print out of this **Tender Document**; and (ii) a duly **signed declaration** as per the format set out in **Annexure 2**, on or before the last date and time given in the Notice of Sale/Tender Document. The Physical Form should be duly filled in and complete with all the relevant details within the stipulated time period.
- (e) The intending bidder would also be required to make **payment of the EMD** in accordance with Clause 4.6 within the stipulated time period and send an email to the liquidator and once again sent the form to the liquidator.
- (f) Any **queries** can be addressed to Mr. Jigar Shah at **Email-id:** liq.euromulti@gmail.com or M/s. **Linkstar Infosys Pvt. Ltd.** Email: admin@eauctions.co.in Tel: 079-26566588 Contact Person: Mr. Vijay Pipaliya +91-9870099713.
- (g) Bidders can participate in the e-auction from anywhere. Therefore, any intending Bidder who is an individual/Non-Resident Indian or Karta of HUF, shall participate in the E-auction on his own behalf and shall not be allowed to participate in the E-auction through any third party such as an authorized agent/ representative.

CA Jigar Shah (Liquidator)

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Bidder's *Signature*

4.5 Online Bidding

- (a) Bidding will be through the Platform.
- (b) Bidders are cautioned to be careful while entering their bid amount.

The Seller and the Agency shall not have any liability towards Bidders for any interruption or delay in access to the Platform irrespective of the cause, issues relating to the Platform, failure of internet connection, server problems, etc.

- (c) Any dispute arising out of the e-auction sale of the Properties shall be decided by the Seller, whose decision shall be final and binding.
- (d) A training manual has been uploaded on the website of the E-Auction Service Provider at <https://www.eauctions.co.in/> intending bidders may avail online training/ demonstration on the e-auction process from the E-Auction Service Provider.

4.6 Eligibility Criteria Including Earnest Money Deposit and intimation of Eligible Bidders

- (a) The non-interest-bearing earnest money deposit (EMD) to be paid by the Bidder prior to uploading the Online Form shall be an amount as prescribed. The EMD shall be submitted in accordance with the timelines i.e. latest by 25.02.2025 and shall be paid by either mode as specified below:

- (i) through **RTGS/ NEFT** to the account number provided below

Account Number	:	00000041548846965
Beneficiary Name	:	M/s Euro Multivision Limited (In Liquidation)
Bank Name	:	State Bank of India
Branch	:	Ambawadi, Ahmedabad
IFSC Code	:	SBIN0010861
EMD Amount (Rs.)	:	Rs.1,85,00,000/-

The details of any remittances made in this regard shall be entered in the physical form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidders from one bank account only and the bank account from which the EMD is remitted should be owned by the Bidder; or

- (ii) by way of **Demand Draft** in name of Euro Multivision Limited (In Liquidation)
- (b) Bidders shall not disclose remittance details of EMD, UTR Code, etc. to anyone else, to safeguard its secrecy.
- (c) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.

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Bidder's Signature

- (d) All details regarding remittance of the EMD shall be entered in the bid application Form. Incomplete/unsigned forms will be summarily rejected.
- (e) All details regarding remittance of the EMD shall be entered in the bid application Form. Incomplete/unsigned forms will be summarily rejected.
- (f) EMD and other amounts paid by the Bidders/ Eligible Bidders/ Successful Bidder are liable to forfeiture in case of any default or misrepresentation on the part of the Bidder/ Eligible Bidders/ Successful Bidder.
- (g) All the payments made by the Bidder/ Eligible Bidders/ Successful Bidder under the e-auction shall be intimated to the Liquidator at liq.euromulti@gmail.com immediately.
- (h) The Liquidator shall (i) verify the details mentioned in the physical forms based on the documents submitted pursuant to Clause 4.4(c) and Clause 4.4(d); and (ii) ascertain submission of the EMD, and also the adherence of timelines specified in Clause 4.4. Pursuant to such verification, the Agency shall notify the Bidders (via email) regarding their eligibility to participate in the e-auction for the Property(ies) and such Bidders shall hereinafter be referred to as the “**Eligible Bidders**”.
- (g) The Seller shall have the right to forfeit the EMD and any other monies of the Bidders in the event that any of the documents submitted to the office of Liquidator pursuant to Clause 4.4(c) and Clause 4.4(d) is found to be incorrect or in the event that the Agency/ the Seller has, pursuant to its verification of such documents, discovered any misrepresentation on the part of the Bidder.

4.7 Reserve Price and Bid Multiplier

The reserve price for sale of Euro Multivision Limited as going concern or sale of sets of assets collectively shall be as per the details set out in Clause 5.1 hereof. The bids shall be in multiples of the amount given in Clause 5.1 hereof the reserve price and the Eligible Bidders shall increase their bids in multiplies of that amount or higher than that amount. If the Bid is submitted below Reserve Price, then EMD of such Bidder shall be forfeited.

4.8 Duration of Auction sale

- (a) The auction will be conducted via an electronic auction platform.
- (b) Online e-auction sales will commence and be carried out as per the timelines set out in clause 5.1.
- (c) The e-Auction shall commence strictly at the scheduled time and at a price equal to the reserve price. Auction/bidding time will be for a period of 2 (two) hours and the closing time of the auction is system controlled; the time will get automatically extended by 5 (five) minutes if any bid is received during the last 5 (five) minutes, i.e. while an active bid is in process and kept open till the auction-sale concludes.

CA Jigar Shah (Liquidator)

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Bidder's Signature

- (d) If any market-leading bid (bid higher than the highest at the point in time) is received within the last 5 (five) minutes of closing time, the bidding time will be extended automatically by 5 (five) minutes and if no bid higher than last quoted highest bid is received within the said extended 5 (five) minutes, the auction sale will automatically get closed at the expiry of the extended 5 (five) minute period. There will thus be an extension of the bidding time, each of 5 (five) minutes duration, till the auction is concluded.
- (e) Eligible Bidders are advised to enter their bid accordingly keeping in mind the 5 (five) minute duration as specified above.
- (f) No complaint on the time-factor for bidding or paucity of time for bidding will be entertained by the Agency and/ or the Seller.

4.9 Intimation to the Successful Bidder

After the conclusion of the e-auction, the Highest Bidder submitting the highest bid (“Successful Bidder”) shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. However, the said e-mail would be null and void and shall not constitute sales of the corporate debtor as going concern or sale of sets of assets collectively to the Highest Bidder.

A separate intimation shall be sent to the Successful Bidder via email (“Intimation”) that will be declared by the Liquidator through his email after completion of E-Auction of sale of Corporate Debtor as a going concern or Sale of sets of assets collectively.

4.10 Deposit of the purchase price and verification of Documents

- (a) The Liquidator shall verify all documents of the successful bidder and intimate the successful bidder within 3 days from the close of auction. The intimation of confirmation of sale shall be made through E-mail as well as Registered Post.
- (b) No interest shall be levied if the balance amount (being total bid price *less* EMD) is paid within 30 days from the date of the issue of sale confirmation advice by the Successful Bidder. However, the successful bidder can pay the balance amount (being total bid price *less* EMD) within the extended period of 90 days from the date of issue of sale confirmation advice along with the interest @ 12% p.a. after 30 days as specified under Regulation 33, Schedule I of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. Default in deposit of any amount as envisaged above by the successful bidder would entail forfeiture of the amount already deposited including EMD and property/(ies) shall be put to re-auction and the defaulting bidder shall have no claim/right in respect of property/amount.
- (c) All the payments of the bid amount made by the Successful Bidders shall be made through RTGS/ NEFT to the Account number mentioned in Clause 4.6(a) above, or by way of Demand Draft as mentioned in Clause 4.6(b) and shall be intimated to the Agency immediately together with the MICR No., UTR No. and a challan copy relating to the said payment. The payments of the bid amounts shall be made by the Successful Bidder from the same bank account from which he has made payment of the EMD amounts.
- (d) If any amount required to be paid by the Successful Bidder is not paid within the specified time, all amounts paid by the Successful Bidder (inclusive of the EMD) shall be liable for **forfeiture**.

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Bidder’s Signature

3.11 Defaults in Payment

Default of payment of the bid amounts within the stipulated time shall result in an automatic cancellation of the sale without any notice and all amounts paid until then by the Successful Bidder (inclusive of the EMD), shall be liable for forfeiture and henceforth the Sale Confirmation Advice issued, documents supporting the same shall be treated as null and void.

4.12 Confirmation of Sale

- (a) The Liquidator shall issue the Sale Confirmation Advice after the Verification of Documents of the Successful Bidder.
- (b) No request for cancellation of the sale or return of the deposit, either in part or full, will be entertained.

4.13 Payment of Stamp Duty, TDS etc.

- (a) The sale attracts stamp duty, registration charges if any etc. as per relevant laws.
- (b) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties/ additional stamp duty / transfer charges, registration expenses, fees, etc., for transfer of Euro Multivision Limited as a going concern or sale of sets of assets collectively in his / her/its name.
- (c) The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, etc., owed by the Company shall be taken care of as per Insolvency and Bankruptcy Code, 2016.
- (d) Purchaser has to bear the cess charge or other applicable tax i.e. GST, TDS, etc

4.14 Sale Certificate

- (a) The sale certificate will be issued by the Seller only in accordance with the applicable laws. The sale certificate will be issued in the name of the Successful Bidders specified in the bidding application form. No request for inclusion/substitution of name, other than those mentioned in the bidding application form, in the sale certificate will be entertained.
- (b) The sales certificate shall be collected in person by Successful Bidder or through an authorized person with submission of appropriate authority letter.
- (c) The sale certificate will be issued, within 30 (thirty) days from date of last date of payment of full bid amount subject to compliance of all terms and conditions of sale, unless cancelled by the Seller for any reason as per applicable law.

CA Jigar Shah (Liquidator)

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Bidder's Signature

- (d) The sale certificate will not be issued pending operation of any stay/injunction/ restraining order passed by the higher authorities/ court against such issuance.

- (e) No request for cancellation of the sale or return of the deposit, either in part or full, will be entertained.
- (f) Representations/objections from the Successful Bidder would not be entertained post issuance of the sale certificate.

4.15 Return of the EMD

The EMD of the Unsuccessful Bidders will be returned as specified in Annexure-3, after successful conclusion of sale of Euro Multivision Limited as a going concern or sale of sets of assets collectively without any interest through NEFT/RTGS to the same bank account from which the EMD was received and intimated via their e-mail ID.

4.16 Stay/Cancellation of the Sale

- (a) In case of stay of further proceedings by the Competent Authority, the e-auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- (b) Default in payment of the bid amount by the Successful Bidder within the time in Clause 3.10(a) will result in cancellation of sale including forfeiture the entire amount paid by the Successful Bidder (including EMD amount).
- (c) The Seller shall also have the right to postpone/ cancel the sale of the Properties, for reasons to be recorded in the proceedings. In the event of the adjournment of sales for any reason, no fresh notice of sale will be given. However, the new date of sale will be informed through e-mail and/or notified on the website of the Seller to specify website URL and the adjournment dates and time for submission of tenders will also be available on the website of the auction service provider.

4.17 Delivery of Documents / Records

- (a) The Successful Bidder, on receipt of sale certificate, shall contact the Seller for delivery of documents / records related to the Euro Multivision Limited as available with the Seller/Banks.
- (b) The Seller shall ensure the relevant documents are handed over to the Successful Bidder subject post issuance of the sale certificate in accordance with the Order and the Subsequent Orders as passed by the competent authority, as the case may be.

4.18 Handover of Company

- (a) E-Auction is being conducted on “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “NO RECOURSE” basis and hence delivery of possession will be done on “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “NO RECOURSE” basis.

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Bidder's Signature

- (b) Handover of the Euro Multivision Limited in sale as a going concern or sale of sets of assets collectively shall be as per the directions of the authorities, Codes, Rules, Regulation, as the case may be.
- (c) After obtaining the sale certificate, Successful Bidder is entitled to obtain a handover of the Euro Multivision Limited / assets of Euro Multivision Limited.
- (d) All expenses and incidental charges thereto shall be borne by the Successful Bidder.

4.19 Other Conditions

- (a) The bids shall be submitted by the Eligible Bidders and the Euro Multivision Limited shall be acquired by the Successful Bidder in compliance with applicable laws including foreign exchange laws and tax laws, as applicable.
- (b) No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, can bid for, acquire or attempt to acquire any interest in sale of Euro Multivision Limited as a going concern or sale of sets of assets collectively.
- (c) No counteroffer/conditions by the Bidder, Eligible Bidder and/or Successful Bidder will be entertained.
- (d) The Seller shall have liberty to amend/ modify/ delete any of the conditions of the Tender Document or Notice of Sale as may be deemed necessary in the light of facts and circumstances of each case.
- (e) The Seller shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale for reasons to be recorded in the proceedings.
- (f) Bidders shall be deemed to have read and understood all the conditions of sale, the Tender Document, the Order and the Notice of Sale and are bound by the same.
- (g) The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the Tender Document and Notice of Sale.
- (h) Bidders are advised to preserve the EMD documents and documents pertaining to other deposits/ payments made by it and also a copy of the terms and conditions of the application Form downloaded from the portal and other document submitted to the office of Liquidator for future reference.

CA Jigar Shah (Liquidator)

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Bidder's Signature

5. E – AUCTION SCHEDULE

5.1 Description of M/s Euro Multivision Limited (in Liquidation) for sale as going concern basis or sale of sets of assets collectively, Reserve Price and EMD

Lot no.	Description of property to be sold	<ul style="list-style-type: none"> • Reserve price • EMD • Bid Increment amt
1	Sale of Corporate Debtor Euro Multivision Limited (sale as a Going concern comprising all assets excluding liabilities (except PUF E Transactions which will be determined under section 43, 45, 49 & 66 of IBC under Regulation 32(e) of Liquidation Regulations, 2016) , the details of the assets are given in Annexure A of this document.	Rs. 18,50,00,000/- Rs. 1,85,00,000/- Rs.10,00,000/-
2	Sale of sets of assets collectively of Corporate Debtor (Details of assets as provided in Annexure B of this tender document)	Rs. 18,50,00,000/- Rs. 1,85,00,000/- Rs.10,00,000/-

5.2 The schedule of the e-auction process pursuant to this Tender Document shall be as per the estimated timelines specified below:

ACTIVITY	Last date (in calendar days)
Issuance of Tender Document	Tuesday, 18.02.2025 onwards
Submitting of documents specified in Clause 4.4(c) and Clause 4.4(d) along with EMD	Tuesday, 25.02.2025
Declaration of Qualified Bidders	Wednesday, 26.02.2025
Last date of Inspection	Monday, 03.03.2025
Issue of Log-in Credentials to the bidders	Tuesday, 04.03.2025
Commencement of e-Auction process	Wednesday, 05.03.2025
Completion of e-Auction process	Wednesday, 05.03.2025
Intimation of confirmation of sale to the successful bidder	Friday, 07.03.2025
Balance Payment of bid amount by the Successful Bidders	Payment of balance amount of bid consideration within 30 days from date of intimation of confirmation of sale to the successful bidder as per Schedule I of Liquidation Regulations. Delayed payments within a further period of 60 days to carry interest @ 12% p.a. post which the sale shall stand cancelled and all the amount shall as received shall be forfeited.
Issuance of Sale Certificate	Within 30 days from the date of full and final Bid amount.

**Any changes in the above mentioned timelines shall be intimated to the Bidders*

CA Jigar Shah (Liquidator)

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Bidder's Signature

Note:

1. As decided by the Stakeholder Consultation Committee, the e-auction of the above Corporate Debtor on going concern basis or sale of sets of assets of corporate debtor collectively.
2. E-Auction will be conducted on “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS” and “NO RECOURSE” basis through approved service provider, M/s Linkstar Infosys Pvt. Ltd.
3. The bidders cannot place a bid for the block of assets at a value below the reserve price.
4. Auction to be conducted in two lots as mentioned above.
5. The highest value among Corporate Debtor sold as going concern or sale of sets of assets collectively is be given first preference.
6. In case of any dispute / discrepancy, the liquidator shall assess the auction applications and declare the successful bidder (s) offering maximum value for the auctioned assets.
7. This right to select and declare the successful bidder (s) shall solely always rest with the Liquidator.

5.3 All intending bidders/ Bidders are advised to:

- (a) Comply with all the prevailing laws of land, regulations, and rules, as applicable for purchase of Euro Multivision Limited in India.
- (b) Inspect the documents of Euro Multivision Limited and satisfy themselves before taking part in the e-auction and filling the Form.
- (c) Make their own independent enquiries regarding the encumbrances, title of Euro Multivision Limited put-on auction and claims/rights/dues, etc., in respect of Euro Multivision Limited, prior to submitting their EMD/ bid on the e-auction platform.
- (d) Carefully read the terms and conditions of sale before submitting their bids.
- (e) Download and keep a copy of the duly filled in Physical Form, terms and conditions of the Physical Form as well as the Notice of Sale for their future reference.
- (f) Make the bid and all communications in relation to or concerning the Tender Document and the bid, in the English language.
- (g) Bear all their own costs associated with the preparation of their bids and their participation in the e-auction process.

5.4 **Verification of information by the Bidders**

It shall be deemed that by participating in the e-auction process, the Bidder has:

- (a) made a complete and careful examination of the Tender Document and Notice of Sale and unconditionally and irrevocably accepted the terms thereof;
- (b) familiarized itself with the Order of the Competent Authority;

CA Jigar Shah (Liquidator)

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Bidder's *Signature*

- (c) reviewed all relevant information provided by the Agency/ the Seller, as may be relevant to the e-auction process;
- (d) satisfied itself about all matters regarding the e-auction process required for submitting an informed bid in accordance with this Tender Document and performance of all of its obligations hereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-auction process or the Properties shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the Seller/ the Agency; and
- (f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.5 Verification and Disqualification

- (a) The Seller reserves the right to verify (in accordance with the provisions of this Tender Document) all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Seller, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Seller shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency/ the Seller thereunder.
- (b) Without prejudice to any other right or remedy that may be available to the Seller under this Tender Document, the Seller reserves the right to disqualify the Bidder, cancel the sale and to appropriate the entire EMD and other amounts paid, if:
 - (i) at any time, a misrepresentation on part of the Bidder is made or uncovered;
 - (ii) the Bidder does not provide, within the time specified by the Agency/ the Seller, the supplemental information/ documentation sought by the Agency/ the Seller, or
 - (iii) any act or omission of the Bidder results in violation of or non-compliance with the Tender Document and/ or any other document referred herein or issued pursuant thereto or any applicable law relevant for the e-auction process.
- (c) Any person who participated in E-Auction, if found disqualified u/s 29A of Insolvency & Bankruptcy Code, 2016, or regulation thereunder, EMD of such disqualified bidder shall be forfeited.

6. FRAUD AND CORRUPT PRACTICES

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the e-auction process. Notwithstanding anything to the contrary contained herein, the Seller/ the Agency may reject a bid without being liable in any manner whatsoever to the Bidder, Eligible Bidder or the Successful Bidder, as the case may be, if the Seller/ the Agency determines that the Bidder, Eligible Bidder or Successful Bidder, as the case

CA Jigar Shah (Liquidator)

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Bidder's Signature

may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the e-auction process. In such an event, the Seller/ the Agency shall be entitled to forfeit and appropriate the EMD and other amounts paid, as damages, without prejudice to any other right or remedy that may be available to the Seller/ the Agency under this Tender Document or otherwise.

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

- (a) “**Corrupt Practice**” means (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 process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Seller who is or has been associated in any manner, directly or indirectly, with the e-auction process or has dealt with matters concerning this Tender Document or arising therefrom, 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 Seller, shall be deemed to constitute influencing the actions of a person connected with the auction process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, during the auction process or prior to confirmation of the sale, any person in respect of any matter relating to the e-auction process or confirmation of the sale, who at any time has been or is a legal, financial or technical adviser of the Seller in relation to any matter concerning the auction process;
- (b) “**Fraudulent Practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction process;
- (c) “**Coercive Practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction process;
- (d) “**Undesirable Practice**” means (i) establishing contact with any person connected with or employed or engaged by the Seller/ the Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the auction process; (ii) having a conflict of interest; or (iii) violating of any applicable law; and
- (e) “**Restrictive Practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the auction process.

7. MISCELLANEOUS

7.1 The e-auction process shall be governed by, and construed in accordance with, the laws of India and any dispute arising out of the e-auction sale of the Euro Multivision Limited or this Tender Document shall be decided by the Seller, whose decision shall be final and binding.

CA Jigar Shah (Liquidator)

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Bidder’s Signature

7.2 The Seller, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) consult with any Bidder in order to receive clarification or further information;
- (b) retain any information and/ or evidence submitted to the Seller/ the Agency by, on behalf of, and/ or in relation to any Bidder; and/ or
- (c) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.3 It shall be deemed that by submitting the bid, the Bidder agrees and releases the Agency/ the Seller, its employees, subsidiaries, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.4 Proprietary data

All documents and other information supplied by a Bidder to the Agency/ the Seller shall remain or become the property of the Agency/ the Seller. It will not return any bid or any information provided by the Bidder.

CA Jigar Shah (Liquidator)

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Bidder's *Signature*

ANNEXURE 1

Bid Application form

(for each property please fill up separate Bid Application form)

Date:

Dear Sir,

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

Details of Corporate Debtor

Name of the Corporate Debtor	M/s Euro Multivision Limited (In Liquidation)
Account number	00000041548846965
Bank & Branch	State Bank of India, Ambawadi Branch, Ahmedabad
IFSC Code	SBIN0010861

Details of Bidder / Bid Price Offered

Name of the Bidder		
Constitution of Bidder		
Contact No.		
E-mail ID		
PAN No.		
Address		
Particulars of Bank draft/PO/UTR /RTGS Details against EMD	No. Amount (In Rs.) Issuing Bank & Branch :	Date:
Bid price offered	In figures: In words:	
Details of bank account from which DD issued or NEFT/RTGS done	Name of Bank:	
	Branch address:	
	Type of account :	
	Account No :	
	RTGS/NEFT code:	

Details of property:

Description of property/(ies)	
Participate to bid in Lot	Sale of Company as Going Concern / Sale of Sets of Assets collectively.
Reserve Price of property as per sale Notice	

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

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

Signature:

Place:

Date:

(seal in case of Company / Firm)

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

1. E-Auction is being held on “AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS”, “NO RECOURSE BASIS” and will be conducted “On Line”. The auction will be conducted through the approved service provider M/s.Linkstar Infosys Pvt. Ltd. E-Auction tender document containing E-Auction bid form, Declaration, General terms and conditions of online auction sales are available in Websites <https://www.eauctions.co.in/>.
2. **The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for. No bidder shall have any right/entitlement/claim with respect to the decision of the liquidator.**
3. To the best of knowledge and information of the Liquidator, there is no encumbrance on the Company except the charge created by Secured Lenders. However, the intending Bidders should make their own independent inquiries regarding the encumbrances, title of property/ies put on auction and claims/rights/dues/ affecting the property, prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the bank. Euro Multivision Limited is being sold with all the existing and future encumbrances whether known or unknown to the bank. Liquidator/Secured Creditor shall not be responsible in any of the way for any third-party claims/rights/dues.
4. The intending purchasers/bidders are required to deposit EMD amount through NEFT/RTGS in the Account of M/s Euro Multivision Limited (In Liquidation) having Account No. 00000041548846965 (IFSC Code – SBIN0010861), State Bank of India, Ambawadi Branch, Ahmedabad. or by way of demand draft drawn in favor of M/s Euro Multivision Limited (In Liquidation) drawn on any nationalized or scheduled bank.
5. The intending bidder should submit along with the Request Letter for participation in E-auction, self-attested copies of
 - (i) Proof of identification (KYC) viz. Voter ID card/Driving License/Passport etc.,
 - (ii) Current Address-Proof for communication,
 - (iii) PAN card of Bidder,
 - (iv) Valid e-mail ID,
 - (vi) contact number (Mobile/Landline) of the bidder etc.
 - (vii) Any other documents as required under the tender documentto **office of Liquidator** Tuesday, 25.02.2025 by 5.00 PM. Scanned copies of the original of these documents can **also** be submitted to **E-mail ID of Liquidator**.
6. The intending bidders should submit evidence for EMD deposit like UTR number on or before 25.02.2025.
7. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal <https://www.eauctions.co.in/>. “Linkstar Infosys Pvt. Ltd.” will provide User ID & Password after due verification of KYC of the Eligible Bidders.

8. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the assets of Euro Multivision Limited before submission of the bid.
9. The e-Auction/ bidding of above Euro Multivision Limited would be conducted exactly on the schedule Date & Time as mentioned by way of inter-se breeding amongst the bidders. The bidder shall improve their offer in multiple of amount mentioned under the column “Bid Increment Amount” against each Euro Multivision Limited. In case a bid is placed in the last 5 minutes of the closing time of the e-auction, the closing time will automatically get extended for 5 minutes.
10. After the conclusion of the e-auction, the Highest Bidder submitting the highest bid (“Successful Bidder”) shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. However, the said e-mail would be null and void and shall not constitute sale of Corporate Debtor as a going concern to the Highest Bidder.
11. A separate intimation shall be sent to the Successful Bidder via email (“Intimation”) that will be declared by the Liquidator through his email after completion of E-auction for sale of Corporate Debtor as a going concern or sale of sets of assets collectively.
12. The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be **refunded within 14 Working Days**.
13. No interest shall be levied if the balance amount (being total bid price less EMD) is paid within 30 days from the date of issue of sale confirmation advice. However, the successful bidder can pay the balance amount (being total bid price less EMD) within the extended period of 90 days from the date of issue of sale confirmation advice along with the interest @ 12% p.a. after 30 days. Default in deposit of any amount as envisaged above by the successful bidder would entail forfeiture of the amount already deposited including EMD and property/(ies) shall be put to re-auction and the defaulting bidder shall have no claim/right in respect of property/amount.
14. The prospective qualified bidders may avail online training on E-Auction from E-auction service provider prior to the date of e-Auction. Neither the Liquidator nor E-auction service provider will be held responsible for any internet network problem/ power failure/ any other technical lapses/ failure etc. In order to ward-off such contingent situation the interested bidders are requested to ensure that they are technically well equipped with adequate power backup etc. for successfully participating in the E-Auction event.
15. The purchaser shall bear the applicable stamp duties/ additional stamp duty/ transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
16. The sale certificate will be issued in the name of purchaser(s)/ applicant(s) only and will not be issued in any other name(s).
17. The sale shall be subject to rules/conditions prescribed under the Insolvency & Bankruptcy Code, 2016 and provisions, rules and regulations thereunder.

CA Jigar Shah (Liquidator)

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Bidder’s Signature

Place: Ahmedabad
Date: 18.02.2025

Signature:
(seal in case of Company / Firm)

Enclosures:

- i. Board Resolution authorizing the officials of the company to participate in the auction in case of companies.
- ii. Pan Card (Mandatory) of the Company/ Firm and Authorised Officer / Representative.
- iii. Any one of the documents namely, Election ID/ Electricity Bill/Passport/ Bank Account Statement/ Aadhar Card / Telephone of the bidder and the authorized official / authorized representative as Address proof.

Notes:

For further details on the proposed sale please refer to the Bid Document published in the website <https://www.eauctions.co.in/>.

CA Jigar Shah (Liquidator)

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Bidder's Signature

ANNEXURE 2

Declaration by the Bidders

Date:

To,
**The Liquidator,
Euro Multivision Limited (In Liquidation)**

Sir,

1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and the terms and conditions of the Tender Document No. _____ (“**Tender Document**”) for sale of Euro Multivision Limited as a going concern / sale of sets of assets collectively specified thereunder (“**Properties**”) 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 agree that the terms and conditions of this Tender Document shall supersede any other documents executed/submitted before signing of this document.
3. I/We declare that the earnest money deposit and other deposit towards purchase-price have been made by me/us as against my/our bid and that the particulars of remittance and all other information and details given by me/us in the form is true and correct.
4. I/We further declare that the information revealed by me/us in the form is true and correct. I/We understand and agree that if any of the statement/ information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the earnest money deposit and / or any other monies paid by me/us is liable to be forfeited by the Seller and the Seller will be at liberty to annul the offer made to me/us at any point of time.
5. I/We also agree that after my/our offer given in my/our bid for purchase of the Properties is accepted by the Seller and if, I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfil any/all the terms and conditions of the auction and offer letter, the earnest money deposit and any other monies paid by me/us along with the physical form and thereafter, are liable to be forfeited.
6. I/We understand that the earnest money deposit of all Bidders shall be retained by the Agency and returned only after the successful conclusion of the sale of the Properties. I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

CA Jigar Shah (Liquidator)

.....
Bidder’s *Signature*

7. I/ We confirm that our participation in the e-auction process, submission of bid or acquisition of the Euro Multivision Limited pursuant to the provisions of the Tender 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 judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am/ we are a party or by which I am/ we are bound.

8. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us through the Agency or by the Liquidator shall be binding on me/us.
9. I/ We also undertake to abide by the additional conditions if announced during the e-auction including any announcement for correction of and/or additions or deletions to the time of the auction and Euro Multivision Limited being offered for sale.
10. I/We also confirm that I/ we have taken training on the on-line bidding/auction and confirm that I' am/ we are fully conversant with the functionality and process.
11. I/We confirm that the seller and or his employees, shall not be liable and/ or responsible in any manner whatsoever for my/our failure to access and bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
12. I/ We, hereby confirm that I/ we will honour the bids placed by me/ us during the e-auction process.

CA Jigar Shah (Liquidator)

.....
Bidder's Signature

ANNEXURE 3

Technical Terms and Conditions of e-Auction Sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card (unless exempted in terms of the Tender Document) and KYC document to register with the E-Auction Service Provider.
2. Intending bidders have to register with the E-Auction Service Provider as per the procedure intimated to them via email under Clause 2.1 of the Tender Document.
3. Only upon verification of the Form and confirmation of remittance of EMD, the Eligible Bidders will be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
4. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
5. Bidders are advised to change the password immediately on receipt thereof.
6. The declaration as per the format set out in **Annexure 2** must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full-time employment of the Bidder and duly authorized to sign the same.
7. All the aforementioned documents and those specified in Clause 4.4(c) and Clause 4.4(d) of the Tender Document are required to be submitted to the office of Liquidator and the original physical copies thereof shall be provided by the Successful Bidder to the Agency/ Seller in accordance with the Tender Document.
8. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
9. The highest and the latest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand acceptance of his bid.
10. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
11. After the conclusion of the e-auction for sale of Euro Multivision Limited, the Successful Bidder shall be informed through a message generated automatically by the Platform, of the outcome of the e-auction. However, the said e-mail would be null and void and shall not constitute sale of the corporate debtor as going concern to the Highest Bidder.
12. A separate intimation shall be sent to the Successful Bidder via email (“Intimation”) that will be declared by the Liquidator through his email after completion of E-Auction of sale of Corporate Debtor as a going concern or sale of sets of assets collectively.
13. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder’s end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

CA Jigar Shah (Liquidator)

.....
Bidder’s Signature

ANNEXURE-A

Details of available assets in company proposed to be sold as going concern shall be as per Standalone Audited Financial Statement for F.Y. ended on 31.03.2023.

Note:

1. It is to be noted that neither details nor any records are available with the liquidator for any of the assets as mentioned above. Buyers are required to conduct their own due diligence in this regard.
2. The Insurance Policy is continued for both units of the Corporate Debtor. The Documents is included as part of Data Back for Due Diligence.
3. GST Number of the Corporate Debtor is suspended by GST Department.

The Liquidator shall provide the link to download all data of the corporate debtor for due diligence to the prospective participant in E-auction process.

CA Jigar Shah (Liquidator)

.....
Bidder's Signature

Details of Land and Building:

Optical Disk Unit:

Land admeasuring 12.50 acre (Approx.) situated at S No.508, 509 (CD Unit) at Village, Shikara, Dist. Kutch, Tal: Bhachhau – 370140 along with the building having area of 7,362.79 Sq. Ft. (Approx.) constructed thereon.

Solar PV Cell Unit:

Land admeasuring 28.75 acre (Approx.) situated at R S No.492, 504, 505/1, 505/2 and 506 (CD Unit) at Village, Shikara, Dist. Kutch, Tal: Bhachhau – 370140 along with the building having area of 6,971.58 Sq. Ft. (Approx.) constructed thereon.

Details of Plant and Machinery:

Block of Plant and Machinery consist of the following:

Sr. No.	Particulars	Quantity
A.	Manufacturing Line consisting of	1 set
1.	Unstaker - OTB-Solar make, Holland	
2.	Index Unit – Rena Make, Germany	
3.	Doppler & Diffusion Unit for PN Junction, Despatch, USA	
4.	Transfer Unit – OTB Make, Holland	
5.	Oxide Removal unit – Rena make (INOX)- Rena make, Germany	
6.	PECVD – Unit 2	
7.	Vacuum unit for PECVD	
8.	PECVD – Unit 2	
9.	Printer / Oven – Baccini make, Italy	3 sets
10.	Printer / oven	3 sets
11.	Elipsometer	
12.	Transfer unit – OTB make, Holland	
13.	1 st Firing Unit – Centrothern Make, Germany	
14.	Laser – Rofin make + Tester unit (OTD Solar) – Pasan, Switzerland + Sorter – OTB Make, Holland	
15.	Laboratory Instruments: Corrsan , Samcometer, Mitutoy 3D Profiler, Spectrometer, Thickness meter, Life Time Meter etc.	Lot
16.	Gas Detector for NH3 & SIH4	Set
17.	Gas Abatement System	2 Sets
18.	LAF Station for Titration	1
19.	Clean Room Class – 10000, along with ducting, filters, insulation, return air risers, false selling, instrumentation etc.	Lot
B	Utility Equipment	
1.	Anti Static Uniforms along with cabinets	Lot
2.	DI Water Plant – 5 Stage – IM Exchange Make – 2.8 M3/Hr.	Lot
3.	Regeneration Plant	Lot
4.	Water Storage Tank	Lot
5.	Final DI Water Storage Tank	Lot
6.	RO Plant (RO + EDI + UV)	Lot
7.	Chemical Storage & Supply equipment – HF, HNO3, P-160, H2o2, HNO3, KoH with Piping, Pumps & Controls	Lot
8.	Atlas Copco – Air compressor – 2T – 160FF – 850 CFM – Oil Free / Screw Type with Air Receiver	1
9.	Vacuum Pumps	2
10.	Dispensing Unit for Solvent for H3Po4	1
11.	Effluent Storage Tank + Pumps – Under Ground – M.S	7
12.	D.G. Set – 500 KVS – Sudhir Gens Set	1
13.	Scada Room for Gas with controls, Instrumentation	Lot

14.	Exhaust / Scrubber System on terrace	Lot
15.	Gas Scrubber	Lot
16.	AHU for Clean Room, Normal A/C	3 Sets
17.	Silane Exh. Fans	Lot
18.	Chilled Water Pumps	Lot
19.	Chillers – 450 TR each – Carrier Screw Type – Air Cooler	2 Sets
20.	Exh. Unit	Lot
C	<u>Electrical Installation</u>	
	Transformer – 2500 KVA – Urja Make	Lot
	HT Breaker	
	Stabilizer – Hindi – 1000 KVA (+ 800 KVA)	
	LT Panels, Cabling, Switches, Starters, Earthing & Lighting Installation	
D	<u>General</u>	
	Strong & Racking System, Trolleys, Furniture/ Fixtures, Computers & Printers, Safety Equipment, Fire Hydrant / Sprinkler / Alarm System, Tools / Accessories, Weighing Scales etc.	Lot
E	City Ride Mini bus GJ-12T-4901	1

CA Jigar Shah (Liquidator)

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Bidder's Signature