

E-AUCTION INFORMATION PROCESS DOCUMENT

Invitation for Bids for E-Auction of Assets of M/s PPS Enviro Power Pvt Ltd (in Liquidation) on “**As is Where Is Basis**”, “**As is What Is Basis**”, “**Whatever There Is Basis**” and “**Without Recourse**” Basis under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”) and Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations by an Order of the Hon’ble National Company Law Tribunal, Hyderabad Bench (“NCLT”) dated 24th December 2021.

Date of Public Announcement

“19-02-2024”

Date of E-Auction

“21-03-2024”

Issued by:

K Vatsa Kumar
Liquidator

IBBI REGN. No. IBBI/IPA-002/IP-N00922/2019-2020/12980
AFA No.: AA2/12980/02/030524/202738 valid till 03.05.2024

M/s PPS Enviro Power Pvt Ltd in Liquidation

(A Company under Liquidation Process vide NCLTs Order dated 24th December ,2021) Registered Office of the Company: 97/A, Road No.18, PHASE -1,IDA, Jeedimetla , Telangana ,Hyderabad 500 055

Email ID: liquidator.ppsenviro@gmail.com

K Vatsa Kumar is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-002/IP-N00922/2019-2020/12980. K Vatsa Kumar has been appointed as the Liquidator of M/s. PPS Enviro Power Pvt Ltd (in Liquidation) by Hon’ble National Company Law Tribunal (NCLT), Hyderabad Bench vide order dated 24th December 2021 to manage, protect, sell and liquidate the properties, assets, business and other affairs of M/s. PPS Enviro Power Pvt Ltd (in Liquidation).

Address for Correspondence:

K Vatsa kumar
Liquidator

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19/02/24

K. VATSA KUMAR
LIQUIDATOR

PPS ENVIRO POWER PVT. LTD.
IBBI Regn. No: IBBI/IPA-002/
IP-N00922/2019-2020/12980



Notes:

1. This E-Auction Process Information Document is issued only for the Interested Bidders.
2. Terms and Conditions, deadlines etc. for participating in the E-Auction are provided in the E-Auction Process Information Document. The timelines, notifications, updates and other details for the E- Auction Process are available with liquidator and can be obtained by sending e- mail to liquidator.ppsenviro@gmail.com Bidders desirous to submit their Bid have to submit their Bids on E- Auction Portal <https://www.bankeauctions.com>
3. The Liquidator can change any terms and conditions at any time during E-Auction. The Liquidator has right to cancel E-Auction partly or completely at any time.



DISCLAIMER

1. *This E-Auction Process Information Document is issued by K Vatsa Kumar , the Liquidator appointed by NCLT, in the matter of M/s. PPS Enviro Power Pvt Ltd (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 purchase of assets of M/s. PPS Enviro Power Pvt Ltd (in Liquidation) (the Company or Corporate Debtor) in accordance with the Code.*
3. *This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Information Document, claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
5. *This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.*
6. *The Liquidator, shall not be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*
7. *Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory approvals.*
8. *It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E- Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.*
9. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*



10. It is proposed to sell the assets of the company in multiple lots i.e as a going concern and assets in parcels on —**As is where is basis, As is what is basis, —Whatever there is basis and —No recourse basis** and the proposed sale of assets of the Company does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.
11. The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.
12. This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and may get independent advice from appropriate sources.
13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.
14. In Case of any refund, no interest will be paid and neither liquidator nor Stakeholders Committee of Creditor Members (SCC) are responsible and buyers cannot question the same.



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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**E-Auction**) of M/s. PPS Enviro Power Pvt Ltd (in liquidation) (the "**Company**" or "**Corporate Debtor**") in multiple lots i.e as a going concern and assets in parcels under the provisions of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
2. The information provided in this E-Auction Process Information Document should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document and the Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
3. The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E-Auction Process Information Document.
4. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.
5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
6. C1India, Plot No: 301, 1st Floor, Udyog Vihar, Phase-2, Gurgaon, Haryana - 122015 (**E-Auction Service Provider**) has been appointed as the E-Auction Service Provider. The sale of the Assets and Properties of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the E-auction are as follows:



Type of Bid	E-Auction
Seller	K Vatsa Kumar (Liquidator for M/s PPS Enviro Power Pvt Ltd)
Website of E-Auction service provider	https://bankeauctions.com
Service Provider	C1INDIA, Plot No: 301, 1 st Floor, Udyog Vihar, Phase-2, Gurgaon, Haryana - 122015. Contact Person: Mr. Dharani Krishna Email ID : (1) dharani.p@c1india.com (2) telangana@c1india.com Mobile No. – 9948182222
Annexures and Formats	Annexure I : Affidavit and Undertaking Annexure II : Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded) Annexure III : Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid form) Annexure IV : Terms & Condition of the E-auction Annexure V : Assets and Liabilities offered on Sale of Assets of the company in multiple lots i.e as a going concern and assets in parcels
Special Instructions	Please note that this bidding is a serious matter and last minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders.

7. All terms and conditions with respect to the sale of the assets and properties of the company shall be governed by the directions of the Liquidator, NCLT and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale of the Assets and Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale of assets of the corporate debtor *in multiple lots i.e as a going concern and assets in parcels*
8. The Annexure to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexure appended hereto.



9. The copy of title documents relating to the properties are available for physical reference with the Liquidator with prior request to be made to the Liquidator at liquidator.ppsenviro@gmail.com

B. KEY DEFINITIONS

“**Adjudicating Authority**” or “**NCLT**” shall mean the Hon'ble Hyderabad 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;

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

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



C. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 24th December 2021. As per the said order, Mr. K Vatsa Kumar has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the Assets of the company in multiple lots i.e as a going concern and assets in parcels in the manner specified under Regulation 32 (e) and (d) of the Insolvency and bankruptcy board of India (Liquidation Process Regulations), any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.



D. THE COMPANY OVERVIEW

Brief Background:

M/s PPS Enviro Power Pvt Ltd (hereinafter referred to as "the Company") is a company incorporated on 21st October 2002 under the provisions of the Companies Act, 1956. The company is in the renewable energy space with focus on product, services and assets in wind and solar energy space. In solar energy applications, the products are in areas of power conditioning for on grid and off grid systems, Urban solar roof top solutions and In Wind Energy, the company is an independent power producer which develops and owns wind parks and sells "Green Power" to large corporate consumers and utilities.

INFRASTRUCTURE FACILITIES

Land and Building :

The Registered Office and Factory of the Company is located at D-97A, Jeedimetla Industrial Development Area, Phase 1, Jeedimetla, Hyderabad 500 055. The products in Solar Space are manufactured in this factory.

The company has 34 windmill sites with 33 wind mills spread over Nagercoil, Tenkasi and Theni Districts of Tamilnadu .

Utilities:

Water: The water to Factory in IDA Jeedimetla is being provided by the Industrial Area .

Power: The company has connected power of 50 HP . Owing to pending power dues, the power stand disconnected and can be regularized in due course.

Pollution control: The Company is in the space of renewable energy and does not emit any harmful effluents requiring treatment.

Road Rail Connectivity: The Industrial Estate is well connected by Road and Rail.

Present Status:

The company went to Liquidation under IBC,2016 vide orders of Hon'ble NCLT dated 24th December 2021 and Mr. K Vatsa Kumar has been appointed as liquidator of the company.



E. ELIGIBILITY

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

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

- a) Is an undercharged insolvent;
- b) Is a willful 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 resolution plan/bid has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non- performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act 1949 or guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the date of commencement of the liquidation process of the corporate debtor.

Provided that the person shall be eligible to submit a bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of bid; Provided further that nothing in this clause shall apply to a bidder where such bidder is a financial entity and is not a related party to the corporate debtor.

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

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

- e) Is disqualified to act as a director under the Companies Act, 2013; *Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of explanation I*
- f) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) Has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued



transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;

- h) Has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part.
- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) Has a connected person not eligible under clauses (a) to (i)

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

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

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

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

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

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;

- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital



investor where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);

- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial*

Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) such categories of persons as may be notified by the Central Government.*



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

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

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number.
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure I**
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide' **Annexure II**, and duly filled, signed and stamped **Declaration by Bidders** attached vide' **Annexure III**.

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

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



G. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the Liquidator to arrange for physical verification and site visit of the Property and Assets of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the E-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right not to arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The Liquidator may coordinate a site visit for Eligible Bidders at a particular day prior to the closure of the E-Auction process, following a request for such a visit by the Eligible Bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right not to arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder.

H. DUE DILIGENCE

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

The properties and assets of the Company are proposed to be sold on **“As is where is basis”**, **“As is what is basis”**, **“Whatever there is basis”** and **“No recourse” basis** and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer. All local taxes / maintenance fee / electricity / water charges etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the E-Auction process applicant and would be borne by the successful bidder.



I. ASSETS TO BE AUCTIONED AND RESERVE PRICE:

Lot no.	Description	Date and Time of auction	Reserve Price	EMD (Refundable)	Bid Increment Amount (Rs.)
Lot1	Corporate Debtor PPS Enviro Power Private Limited as a whole (as a going concern basis) *	21.03.2024 Thursday IST from 10.00 AM to 12.00 PM	Rs. 61.77 cr	Rs. 3.10 cr	25 lakhs
Lot 2	Entire Wind Assets in Tamil Nadu (34 wind mill sites with land area app. 71.275 acres and 33 wind mills of capacity app. 33.125 MW with Company and securities and financial assets *	21.03.2024 Thursday IST from 1 PM to 3 PM	Rs. 56.89 cr	Rs. 2.85 cr	20 lakhs
Lot 3	Sale of Factory Asset Plot No.D-97/A , Phase 1 , IDA , Jeedimetla , Hyderabad 500 055 with Land 1290.12 sq yards and building 11589.10 sft spread over 3 floors *	21.03.2024 Thursday IST from 3 PM to 4 PM	Rs.4.90 cr	Rs.0.25cr	2 lakh

*The full particulars of Assets offered under above lots are given in detail at Annexure V and the same is to be read together alongwith the asset description in the table above.

Note: EMD can be deposited either by remittance into the account or through demand draft

1. It is to be noted that the bidders cannot place a bid for the assets at a value below the reserve price indicated or increase their Bid by amount less than the bid increment amount indicated.

J.EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, along with or Prior



to submission of their auction bids, amount indicated as reserve price for the purchase of the specific lot of assets of their interest, as earnest money by way of remittance into the account or through demand draft in favour of M/s. PPS Enviro Power Pvt Ltd - in liquidation, Hyderabad.

It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document. Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

1. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form through RTGS to the account number of the company as provided under:

Account Number	035005501332
Name of Account	PPS Enviro Power Private Limited Under Liquidation
Nature of account	Current Account
Bank Name	ICICI Bank
Branch	Adyar Branch, Chennai
IFSC Code	ICIC0000350

2. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.
3. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.
4. All the payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at **liquidator.ppsenviro@gmail.com**

The Earnest Money may also be provided by E-Auction process applicant, by way of direct bank transfer to the bank account as notified by the Liquidator. It should be noted that No interest will be paid to the E-auction process applicant in relation to such Earnest Money amount.



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

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

1. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
2. if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
3. if the Bidder is identified as the Successful bidder and does not accept the Letter of Intent issued by the Liquidator.
4. if the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator

Set-Off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company. In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned (without interest) to it within **15 (fifteen) days of the date of closure of auction process.**

Issuance of Letter of Intent and Transaction Documents

The Successful Bidder, with in a period of 2 days from submission of bid, shall be required to execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

Sale certificate for the company as a going concern or assets in parcels as applicable will be issued to the successful bidder as per timelines indicated after receipt of total sale consideration i.e Upon receipt of the balance sale consideration within a period of 30 days without interest and within 90 days with simple interest @ 12% pa from the LOI.



Default by Successful Bidder and its Results

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

K. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase shall declare the successful bidder. The successful bidder(s) shall be determined on the basis of highest bid received for the assets of the corporate debtor by the Liquidator via the E-Auction portal process. In case of any dispute / discrepancy, the Liquidator shall assess the E-Auction applications and declare the successful bidder(s) offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder (s) shall solely rest with the Liquidator at all times.



L. FRAUDULENT AND CORRUPT PRACTICES

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

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

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

“**corrupt practice**” shall mean

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



or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;

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

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

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

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

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

M. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

It is hereby clarified that the E-Auction Process Applicant shall make its own arrangements including accommodation for the discussion Meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the E-Auction Process Applicant.

The E-Auction Process Applicant shall not be entitled to receive any re-imbursment of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets and



matters incidental thereto or for any purpose in connection with the E-Auction Process.

It is to be noted that all taxes applicable (including stamp duty implications and registration charges) on sale of assets would be borne by the successful bidder:

- a. The sale attracts stamp duty, registration charges etc. as per relevant laws
- b. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name
- c. The payment of all statutory / non – statutory dues, taxes, rates, assessments, charges, fees, etc. owed by PPS Enviro Power P Ltd to anybody in respect of the Property(ies) shall be sole responsibility of successful bidders
- d. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder.

The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

N. GOVERNING LAW AND JURISDICTION

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



O. TIMETABLE

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

Sl. No.	Event	Timeline
1	Public Announcement of E-Auction	February 19 ,2024
2	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions	February 19 ,2024
3	Submission of Bid Forms, Declaration forms	From February 19 ,2024 to March 07 ,2024 (till 5 PM)
4	Declaration of Qualified bidder	March 09 ,2024
5	Inspection for Inspection and Due Diligence of assets & Discussion Meeting	March 09 ,2024 to March 18 ,2024
6	Bid and EMD submission	On or before March 19 ,2024 (till 5 PM)
7	E – Auction	As below
(a)	Corporate Debtor PPS Enviro Power Private Limited as a whole (as a going concern basis)	21.03.2024 Thursday IST from 10.00 AM to 12.00 PM
(b)	Entire Wind Assets in Tamil Nadu (34 wind mill sites with land area 71.275 acres and 33 wind mills of capacity 33.125 MW) with Company including contingent liability and secured financial assets	21.03.2024 Thursday IST from 1 PM to 3 PM
(c)	Sale of Factory Asset at Plot No.D-97/A , Phase 1 , IDA , Jeedimetla , Hyderabad 500 055 with Land 1290.12 sq yards and building 11589.10 sft spread over 3 floors	21.03.2024 Thursday IST from 3 PM to 4 PM
	<p>Note :</p> <p>Auction of Lot 2 and Lot 3 will commence only if there are no bids for Lot 1. In case E auction does not happen for Lot 2 and Lot 3, the related EMD would be returned within 3 working days.</p>	
8	Announcement of Successful Bidder	March 22 ,2024



9	Signing the Letter of Intent (LoI)	March 23 ,2024
10	Return of EMD for unsuccessful bidders	April 05, 2024
11	Payment of balance consideration by successful bidder	<p>Payment can be made up to April 23, 2024 without interest and within 90 days from the date of LOI i.e upto June 22, 2024 along with simple interest @ 12% pa from the date of LOI.</p> <p>In case the sale consideration is not received within 90 days from the date of issuance of LOI, the amounts already paid including EMD and other installments will be forfeited.</p>

** please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.*

Note –

The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the amounts already paid including EMD would be forfeited .



P. Disclosures :

- 1) Lease Deed and Name change of wind mills : Out of 34 windmill sites owned by PPS Enviro Power P Ltd, in respect of 19 wind mills sites (flagged as #), 7 lease deeds have been wrongfully executed in the year 2018. The lease deeds have been executed favouring associate concerns Clean Switch India Pvt Ltd (17 Nos) and Connect Wind India Pvt Ltd (2 Nos.) . Further , out of 33 wind mills owned by PPS Enviro Power P Ltd , in respect of 17 wind mills (flagged as @) , Name Change has been effected in the year 2018 by TANGEDCO favouring associate concerns Clean Switch India Pvt Ltd (15 Nos) and Connect Wind India Pvt Ltd (2 Nos.)

The Hon'ble NCLT in IA 979 / 2023 filed by the Liquidator under Section 49 for restoration of the assets to the original position has vide its order dated 22.12.2023 has given direction to the respondents viz 1. Clean Switch India Pvt Ltd (17 Nos of wind mills) 2. Connect Wind India Pvt Ltd (2 Nos of wind mills) 3. TANGEDCO 4. SRO, Idaikal 5. SRO, Shenkottai and 6. SRO, Surandai to act in the matter and restore to original position. The NCLT orders have been served on the respondents. SI No. 1 and 2 have complied and handed over the assets to the Liquidator. SI No. 6 has cancelled the lease deed by way of endorsement to Lease deed. Action is pending from SI Nos 3, 4 and 5 and needs to be followed up by the successful purchaser at their own costs and efforts.

- 2) Factory land and building: The Factory located at D-97A, Phase - 1, I D A, Jeedimetla, Hyderabad is acquired by CD on freehold basis vide Sale Deed dtd. 22.04.2005 under Document No. 5095/2005. The area of land as per sale deed is 1290.12 sq Yards /1078.70 Sq Mtrs. The area of building (Block -1) as per Sale Deed is Plinth Area of 11589.1 sft (Ground Floor- 3689.10 sft ; First Floor -3960 sft ; second Floor-3950 sft) with valid plan approval from Municipal/ Local Authorities vide Approval No. 5385/P4/H/96 dtd. 28.10.1996 (copy of approval however is not available with Liquidator). The land is compounded and has a surplus land of app. 459.88 sq yards reportedly belonging to associate concern. The Building also has Block 2 of area: Ground Floor -1437 sft ; 1st floor - 2792 sft ; 2nd Floor – 2792 approximately . The building plan approval of Block 2 is not there. The Block 2 building has an extent of 396 sft / 44 sq yards protruding into the adjacent surplus land. **As such, property of factory in Hyderabad offered for sale is land as per document of area 1290.12 sq Yards /1078.70 Sq Mtrs alongwith Block 1 construction only.** The matters related to Block 2 has to be dealt by the successful



- 3) Land Title Documents: The properties of CD offered on sale are mortgaged with State Bank of India, SAMB, Chennai and Indian Overseas Bank, ARMB, Chennai. SBI and IOB have filed OA in DRT against the CD and the original property documents submitted to DRT, Chennai. The documents in respect of 26 Wind Mill sites and Hyderabad Factory Property has been collected back by SBI from DRT. For the remaining 3 wind mill sites mortgaged to SBI and 5 wind mills sites mortgaged to IOB, the documents are pending to be received from DRT pending part satisfaction to be filed in DRT. The matter is being followed up. As such, Sale certificate for sale of Assets under the 3rd E Auction, as applicable, will be issued to the successful purchaser alongwith available title documents within 5 working days after receipt of total sale consideration. The liquidator through SBI and IOB will seek release of the balance documents, if any, from DRT on successful completion of sale and the original documents would be handed over to the successful bidder in reasonable time on release from DRT. Copies of the property documents are available with the Liquidator for perusal by interested bidders.
- 4) In case of any discrepancy in survey no / area of land /other particulars in the properties offered / mentioned in this document, the position as per sale deed read with Mortgage document will prevail.
- 5) Windmill No 3832 is installed in land of area 2.60 acres spread over document Nos 1540/2011 of 0.14 acres, 660/2011 of 1.68 acres and 1025/2011 of 0.79 acres. The mortgage is created only on land in Document No 1540 / 2011. As such, the wind mill No 3832 is offered on sale alongwith the said component of land mortgaged.



Rs.100/- Stamp paper>>> ANNEXURE I
AFFIDAVIT AND UNDERTAKING

Date:

Mr. K Vatsa Kumar

The Liquidator,

M/s. PPS Enviro Power Pvt Ltd – In Liquidation

97/A, Road No.18, PHASE -1,IDA, Jeedimetla , Telangana ,Hyderabad 500 055

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

Dear Sir,

A. I/We, hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018:

I/We,..... have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018. I confirm that neither (XYZ Limited) nor any person acting jointly with (XYZ Limited) or any person who is a promoter or in the management or control of(XYZ Limited) or any person acting jointly with (XYZ Limited):

- (a) is an un-discharged insolvent;
- (b) is a willful 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 bid has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
- (d) has been convicted for any offence punishable with imprisonment: for two years or more under any Act specified under the Twelfth Schedule; 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 favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code;
- (i) is subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or
- (j) has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A.

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

- B. I/We,..... declare and undertake that in case the (XYZ Limited) becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- C. I/We,..... also undertake that in case the (XYZ Limited) becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of M/s. PPS Enviro Power Pvt Ltd – in liquidation.
- D. I/We,..... also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.
- E. I/We ,confirm that the said declaration and disclosure is true and correct.

F. I/We, am duly authorized to submit this declaration by virtue of _____

(DEPONENT)

VERIFICATION

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

(DEPONENT)



ANNEXURE II

BID Application Form (on Letterhead of applicant)

(Please fill up single application form for single and multiple lots)

Date:

Mr. K Vatsa Kumar,
Liquidator,
M/s. PPS Enviro Power Pvt Ltd – in liquidation

E Mail id: liquidator.ppsenviro@gmail.com

Dear Sir,

I/We, am desirous in participating in the E-Auction announced by you in the newspaper publication dated February 19 ,2024 In Business Standard / Dhinasuryan / Mana Telangana (name of media journal).

Details of Corporate Debtor:

Name of Bank A/c	PPS Enviro Power Private Limited Under Liquidation
Account Number	035005501332
Bank Name	ICICI Bank
Branch	Adyar Branch, Chennai
IFSC Code	ICIC0000350

Details of Bidder

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

Particulars of Bid

Bid for Lot No.	Lot 1	Lot 2	Lot 3
Bid Price Offered			
EMD Deposited and Particulars			



Details of Lot / Asset / Reserve Price / EMD as per E Auction Sale Notice and E Auction Process Document:

Lot no.	Description	Reserve Price	EMD (Refundable)	Bidding for (pl tick)
Lot 1	Corporate Debtor PPS Enviro Power Private Limited as a whole (as a going concern basis) - Assets as per Appendix 1 on Page 41 read with related Appendices of this E Auction Process Document	Rs. 61.77 cr	Rs. 3.10 cr	
Lot 2	Entire Wind Assets in Tamil Nadu (34 wind mill sites with land area app 71.275 acres and 33 wind mills of capacity app.33.125 MW) with Company including contingent liability and secured financial assets - Assets as per Appendix 2 on Page 42 read with related Appendices of this E Auction Process Document	Rs. 56.89 cr	Rs. 2.85 cr	
Lot 3	Sale of Factory Asset Plot No.D-97/A , Phase 1 , IDA , Jeedimetla , Hyderabad 500 055 with Land 1290.12 sq yards and building 11589.10 sft spread over 3 floors - Assets as per Appendix 3 on Page 43 read with related Appendices of this E Auction Process Document	Rs.4.90 cr	Rs.0.25cr	

I/We/M/s..... have forwarded copies of the required KYC documents alongwith EOI documents. We request you to arrange with the auction portals for issue of an ID and password to enable us to take part in the E- Auction.

Date:

Signature of Authorised Signatory

Place:

STAMP



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

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

1. E-Auction is being held on **“AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS”** and will be conducted “On Line”. The auction will be conducted through the approved service provider M/s C1INDIA, at the web portal <https://bankeauctions.com>. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites <https://bankeauctions.com>. Interested bidders can register, bid and receive confirmation of their bid online.
The requisition of additional information, if any, be sent to liquidator.ppsenviro@gmail.com disclosing the identity of the Applicant.
2. The Prospective Bidders should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due-diligence prior to submitting their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third party claims/ rights/dues.
3. The Prospective Bidders should 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) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator by March 19 , 2024 till 5:00 PM. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator.
4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online E-auction on the portal <https://bankeauctions.com>; The Liquidator will provide User ID &



Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.

5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
7. The E-Auction / bidding of the assets of PPS Enviro Power P Ltd would be conducted exactly on the schedule Date & Time as mentioned against each Lot by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of "Bid Increment Amount" against each Lot . In case bid is placed in the last 5 minutes of the closing time of the E-auction, the closing time will automatically get extended for 5 minutes.
8. The EMD of unsuccessful bidders shall be refunded within Fifteen working days. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD (whether in the form of a Demand Draft or a bank transfer) may be banked or invoked. The EMD shall not bear any interest.
10. The Liquidator will issue a Letter of Intent to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. Any default in payment of balance amount by the successful bidder would entail forfeiture of EMD already deposited and the property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of property / amount, whatsoever.
11. The Successful Bidder shall bear the applicable 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.
12. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.



13. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
14. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
15. In Case of any refund, no interest will be paid and neither liquidator nor Stakeholders Committee of Creditor members (SCC) are responsible and buyers cannot question the same.
16. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

Date:

Place: Hyderabad

K Vatsa Kumar Liquidator

IBBI REGN. No. IBBI/IPA-001/IP-P01590/2019-2020/12465



<<<on RS.100/- Stamp paper &
Notary>>> ANNEXURE III
Declaration by Bidders

To,
Mr. K Vatsa Kumar, The
Liquidator,
M/s. PPS Enviro Power Pvt Ltd -In Liquidation

Dear Sir,

1. I / We....., the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-auction process.
2. I / Wedeclare that the Earnest Money Deposit (EMD) and the deposit towards purchase—price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / Wefurther understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("Liquidator") and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD.



5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies). I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.
6. I / Weconfirm that our participation in the E- auction process, submission of bid or acquisition of the property (ies) pursuant to the provisions of the E-Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. I/Wealso undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal and property (i.e) being offered for sale.
9. I/Weconfirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/Wehereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.
11. I/Wehereby confirm that, in case liquidator is able to register part of the asset, I/we cannot question either liquidator or Stakeholders Committee of Creditor members (SCC)



12. I/Wehereby confirm that, in Case of any refund, no interest will be paid and either liquidator or Stakeholders Committee of Creditor members (SCC) are responsible and I/We cannot question the same.

(Signature with SEAL)

Name:

.....

.....Address:

.....

.....

.....

.....

Email:.....

.....

Mobile:.....

.....



ANNEXURE IV

Technical Terms & Conditions of E-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the E-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
4. 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.
5. 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.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Affidavit and Declaration as per the formats set out in **Annexure I and III** must be executed in accordance with applicable law and it must be 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 the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person duly authorized to sign the same.
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 bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
10. After the conclusion of the E-auction, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
11. 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



Annexure V

E Auction Lots – Particulars and Details of Assets

Lot no.	Description	Details of Assets
Lot 1	Corporate Debtor PPS Enviro Power Private Limited as a whole (as a going concern basis)	Appendix 1
Lot 2	Entire Wind Assets in Tamil Nadu (34 wind mill sites with land area app. 71.275 acres and 33 wind mills of capacity app. 33.125 MW with Company and securities and financial assets	Appendix 2
Lot 3	Sale of Factory Asset Plot No.D-97/A , Phase 1 , IDA , Jeedimetla , Hyderabad 500 055 with Land 1290.12 sq yards and building 11589.10 sft spread over 3 floors	Appendix 3



Appendix 1

Lot 1

The particulars of Assets and Liabilities of the Company together offered on sale as going concern of CD by way of E- auction is as below :

Assets

- a. Land and Building – 34 Wind Mill sites - As per **Appendix A**
- b. Plant and Machinery – 33 Wind Mills - As per **Appendix B**
- c. Land & Buildings - Hyderabad Factory - As per **Appendix C**
- d. Other Assets - Hyderabad Factory - As per **Appendix D**
- e. Financial Assets - As per **Appendix E**

Liabilities

NIL



Appendix 2

Lot 2

The particulars of Assets and Liabilities of the Company together offered with Wind Assets by way of E- auction is as below :

Assets

- a) Land and Building – 34 Wind Mill sites - As per **Appendix A**
- b) Plant and Machinery – 33 Wind Mills - As per **Appendix B**
- c) Financial Assets - As per **Appendix E**

Liabilities

NIL



Appendix 3

Lot 3

Assets

- a. Land & Buildings - Hyderabad Factory - As per **Appendix C**
- b. Other Assets - Hyderabad Factory - As per **Appendix D**



Appendix A

Particulars of land and building of Wind Assets :

	Particulars	Area	Sale Deed No	Remarks
B	Tamil Nadu Windmills	Area (in acres)		
1	Survey No. 101/4, 101/5 & 101/6, Nainaragaram Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804, HTSC No. 3759	2.17	3571	# @
2	Survey No. 90/1, Nainaragaram Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 3760	2.61	608	# @
3	Survey No. 60/1, 60/2 & 60/6, Nainaragaram Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 3831	2.59	629	# @
4	Survey No. 75/1, 76/4, Nainaragaram Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 3832	0.66	1540	# @
5	Survey No.128/6, 128/7,129/10 & 129/12 Ilathur Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 4135	2.31	488 592	Nil
6	Survey No.20, Idaikkal Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 642 754. HTSC No. 3176	1.50	2977 366	# @
7	Survey No.20, Idaikkal Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 642 754.. HTSC No. 4018	1.50	3573	Nil
8	Survey No.31/7, Uormelalaziyan Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 852. HTSC No. 3177	1.50	2052	# @
9	Survey No.73/1, Uormelalaziyan Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 852. HTSC No. 4019	1.50	3572	Nil
10	Survey No.212/1, 211/1A, 211/2, 212/2, 212/3, 211/1B & 211/3, Neduvayal Village , Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 801. HTSC No. 3826	2.10	1469 1565	# @
11	Survey No. 220/2B,220/3, 221/1, 220/1, 220/2A,199 & 200, Neduvayal Village , Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 801. HTSC No. 3827	2.05	1456 1607	# @
12	Survey No. 149/1, 149/2, 149/3, 149/5, 149/6,149/7,149/8, 149/9,149/10,149/11, 149/12, 149/13, 149/15, & 150/2 Nainaragaram Village , Tenkasi Taluk, Tirunelveli District- 627 804. HTSC No. 3837	2.34	1836	# @
13	Survey No. 183/2,183/7,184/6, 184/7, 184/10 and 184/9, Elathur Village ,	2.15	2030 2041	#



	Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 803. HTSC No. 4136			
14	Survey No. 132/1A, 131/6 & 131/1E, Nainaragaram Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 4144	2.52	4276	#
15	Survey No. 93/1, 93/2, 93/3 & 93/4 Idaikal Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 801. HTSC No. 4242	2.54	4043	# @
16	Survey No. 127, Idaikal Village , Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 801. HTSC No. 4243	2.54	4042	# @
17	Survey No. 153/2A, 153/2B, 153/3, 176/1, 176/2, 176/3, 176/4 Neduvayal Village , Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 801. HTSC No. 4241	2.39	118 59 42 40 4784 41	# @
18	Survey No. 89/9, 89/10, 89/11, 89/12, 89/13, 89/14, 89/15, Rajagopalaperi Village , V.K.Pudur Taluk, Tirunelveli District, Tamil Nādu 627 861. HTSC No. --	2.55	3271	Nil
19	Survey No. 33/5, 33/6, 33/7, 33/8A, 33/8B, 33/8C, 33/8D, 33/9A, 33/9C, 33/10, 22/11A, 33/12 & 33/13A Rajagopalaperi Village , V.K.Pudur Taluk, Tirunelveli District, Tamil Nādu 627 861. HTSC No. 4245	2.54	4741	# @
20	Survey No. 1839/2B, 1839/2C, 1839/2D, & 1839/2E, Pazhavur Village , Radhapuram Taluk, Tirunelveli District, Tamil Nādu 627 114. HTSC No. 815A	1.12	629	Nil
21	Survey No. 1845/1E, 1845/2B, 1845/3F, Pazhavur Village , Radhapuram Taluk, Tirunelveli District, Tamil Nādu 627 114. HTSC No. 815B	0.55	627	Nil
22	Survey No. 1810/3, Pazhavur Village , Radhapuram Taluk, Tirunelveli District, Tamil Nādu 627 114. HTSC No. 816	0.96	630	Nil
23	Survey No. 1808/1B1, 1808/1B3, 1808/1B4 & 1838, Pazhavur Village , Radhapuram Taluk, Tirunelveli District, Tamil Nādu 627 114. HTSC No. 817	1.05	628	Nil
24	Survey No. 1286/17, 1286/22, Pazhavur Village , Irukkanthurai Village, Radhapuram Taluk, Tirunelveli . HTSC No. 819	1.03	1106	Nil
25	Survey No. 625/8, Ilathur Village , Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 803. HTSC No. 1862	1.65	346	# @
26	Survey No. 76/1, Ayikudi Village , Shenkottai Taluk, Tirunelveli District, Tamil Nādu 627 852. HTSC No. 1972	2.29	991 633	# @
27	Survey No. 273/2, Nainaragaram Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 2375	1.665	1127	# @



28	Survey No. 41/4, 41/5, 41/6, 41/7, 41/8, 41/9A, and 41/9B, Idaikal Village , Tenkasi Taluk, Tirunelveli District, Tamil Nādu 627 804. HTSC No. 2579	1.55	2721	# @
29	Survey No. 522/1B Part, Karungulam Village , Radhapuram Taluk, Tirunelveli District, Tamil Nādu 627 114. HTSC No. 1007	1.60	1103	Nil
30	Survey No. 328/3A, 328/3B, 328/3C, 328/3D, 328/3E, 328/3F & 328/4B, T. Meenachipuram Village , Uthamapalayam Taluk, Theni District, Tamil Nādu 625 530. HTSC No. 273	3.05	3896	Nil
31	Survey No. 243/1, T. Meenachipuram Village , Uthamapalayam Taluk, Theni District, Tamil Nādu 625 530. HTSC No. --	2.64	3894	Nil
32	Survey No. 270/2B, 270/3, 270/4B and 270/5B2, T. Meenachipuram Village , Uthamapalayam Taluk, Theni District, Tamil Nādu 625 530. HTSC No. 272	3.05	3893	Nil
33	Survey No. 1068/6, 1068/7, 1068/8 & 1068/9, Thevaram Village , Uthamapalayam Taluk, Theni District, Tamil Nādu 625 530. HTSC No. --	3.09	3895	Nil
34	Survey No. 1292/B, 1293/4B, 1294/1A1, 1294/1B2, 1294/4B, 1295/3A, 12953B1 Thevaram Village , Uthamapalayam Taluk, Theni District, Tamil Nādu 625 530. HTSC No. 271	3.60	3897	Nil

Notes : In case of any discrepancy in survey no or area, the position as per sale deed read with Mortgage deed will prevail .

and @ : Please read Disclosure P1 on Page 26 of this Document



PPS Energy Power P Ltd. - Under Liquidation - List of assets - Microsites

S No	Make	HTSC	Capacity (KVA)	Survey No	Area (in acre)	Village to Tambuolu	Tuk Flaction	State or District	TANGGAL WOC dib
1	LSM	3754	1500	103/45,6	2.12	Makassar	110/711v - Accyambether	GCC	Lehwind 21-06-2011
2	LSM	3760	1500	90/101	2.63	Makassar	110/711v - Kodikuruchi	GCC	Lehwind 17-06-2011
3	LSM	3811	1020	60/13,6	2.58	Makassar	110/711v - Kodikuruchi	GCC	Lehwind 20-07-2011
4	LSM	3834	1340	75/1,20,43,1,28	2.6	Makassar	110/711v - Kodikuruchi	GCC	Lehwind 30-07-2011
5	LSM	4135	1500	138/6,7,1,29/10,12	2.31	Enfleur	110/711v - Kodikuruchi	GCC	Lehwind 23-05-2012
6	MSB	3178	600	30	1.5	Alhul	110/711v - Kodikuruchi	GCC	MSB
7	MSB	3177	600	307	1.5	Makassar	110/711v - Kodikuruchi	GCC	MSB
8	MSB	4018	600	317	1.5	Makassar	110/711v - Kodikuruchi	GCC	MSB
9	MSB	4010	600	75/1	1.5	Uromi	110/711v - Kodikuruchi	GCC	MSB
10	MSB	4243	1500	212/1,1,3,21/14,18,13	2.1	Makassar	110/711v - Kodikuruchi	GCC	MSB
11	MSB	4242	1500	220/1,1,1,20,1,21/1,1,19	2.05	Makassar	110/711v - Kodikuruchi	GCC	MSB
12	MSB	4241	1500	140/1,2,3,5,7,8,9,10,11	2.38	Makassar	110/711v - Kodikuruchi	GCC	MSB
13	MSB	4136	1500	22,13,15,18/2	2.38	Makassar	110/711v - Kodikuruchi	GCC	MSB
14	MSB	4144	1500	185/1,1,14/0,9,10	2.15	Enfleur	110/711v - Kodikuruchi	GCC	MSB
15	MSB	4243	1500	132/1,1,1,1,1,1,1,1,1,1	2.52	Makassar	110/711v - Kodikuruchi	GCC	MSB
16	MSB	4242	1500	42/1,2,3,4	2.42	Makassar	110/711v - Kodikuruchi	GCC	MSB
17	MSB	4241	1500	233/2,3,3,3,3,3,3,3,3,3	2.38	Makassar	110/711v - Kodikuruchi	GCC	MSB
18	MSB	4053	1500	170/1,2,3,4	2.19	Makassar	110/711v - Kodikuruchi	GCC	MSB
19	MSB	4045	1500	80/1,1,1,1,1,1,1,1,1,1	2.14	Makassar	110/711v - Kodikuruchi	GCC	MSB
20	MSB	4113	1500	100/1,1,1,1,1,1,1,1,1,1	1.12	Makassar	110/711v - Kodikuruchi	GCC	MSB
21	MSB	4113	1500	100/1,1,1,1,1,1,1,1,1,1	1.12	Makassar	110/711v - Kodikuruchi	GCC	MSB
22	MSB	4113	1500	100/1,1,1,1,1,1,1,1,1,1	1.12	Makassar	110/711v - Kodikuruchi	GCC	MSB
23	MSB	4113	1500	100/1,1,1,1,1,1,1,1,1,1	1.12	Makassar	110/711v - Kodikuruchi	GCC	MSB
24	MSB	4113	1500	100/1,1,1,1,1,1,1,1,1,1	1.12	Makassar	110/711v - Kodikuruchi	GCC	MSB
25	MSB	4113	1500	100/1,1,1,1,1,1,1,1,1,1	1.12	Makassar	110/711v - Kodikuruchi	GCC	MSB
26	MSB	3972	500	65/1	1.05	Enfleur	110/711v - Kodikuruchi	GCC	MSB
27	MSB	3975	500	76/1	2.29	Ayikoff	110/711v - Kodikuruchi	GCC	MSB
28	MSB	3975	500	77/2	1.65	Makassar	110/711v - Kodikuruchi	GCC	MSB
29	MSB	2575	500	257/1	1.65	Makassar	110/711v - Kodikuruchi	GCC	MSB
30	MSB	2575	500	257/2	1.6	Makassar	110/711v - Kodikuruchi	GCC	MSB
31	MSB	2575	500	257/3	3.05	Makassar	110/711v - Kodikuruchi	GCC	MSB
32	MSB	2575	500	257/4	3.05	Makassar	110/711v - Kodikuruchi	GCC	MSB
33	MSB	2575	500	257/5	3.05	Makassar	110/711v - Kodikuruchi	GCC	MSB
34	MSB	2575	500	257/6	3.05	Makassar	110/711v - Kodikuruchi	GCC	MSB



Power Generation

S.No	Make	HTSC	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	Totals 2019-20	Power Generated in units Average per year	
1	LSM	3755					1518340	1518340	1277740	2708620	2708620	2699325	3106180	1885890	1955780	846216	2028056	2751985	
2	LSM	3760					1064248	1064248	818624	2004472	2004472	1985424	1701648	1701648	1854562	95384	1878722	2083525	
3	LSM	3811					1699704	1699704	1283720	2430728	2430728	3094336	3488848	3488848	1451989	2405	19891841	2169349	
4	LSM	3812					1654078	1654078	2384980	2938720	2938720	3733004	5148864	2185216	1847888	357014	18542229	2094570	
5	LSM	4135							2278304	3661196	1138432	1985364	3611886	2771318	1597888	628852	19518805	2468426	
6	HRB	3176					1358778	1429776	1898802	3180992	1937294	1193860	2471272	1441146	1213028	1846827	13118206	1431182	
7	HRB	3177							1946728	1634028	1214517	1213808	1564182	287387	3206219	973896	13786823	1378565	
8	HRB	4018					153003	153003	857187	801563	664709	2124659	1340138	804644	688176	7206603	8307314	8307314	
9	HRB	4019					45300	45300	2086912	833184	853483	6232322	3180886	995301	833377	520368	7827801	795332	
10	LSM	3805					1113468	1113468	3281820	3112448	2742760	3611148	3398472	2286402	65876	217891	18045644	20986972	
11	LSM	3827					3237176	3445704	3551744	2008352	1936846	8053200	2419842	426478	426478	264236	18603878	2178184	
12	LSM	3827							3380116	2762448	1726416	3303096	2145382	202451	202451	562624	18488279	2048126	
13	LSM	4116					1058400	1058400	2579808	3354440	2168396	2789794	1757288	317483	309664	1804688	1804688	1804688	
14	LSM	4144							1259896	4128888	3388116	2786305	5515085	2059754	386478	180840	18211876	18211876	
15	LSM	4243							3128144	2786144	2821864	2821864	2821864	2821864	165480	18079910	2776284	2776284	
16	LSM	4242							2887264	2716448	3887754	2445744	1435426	1522018	1522018	18511846	2778184	2778184	
17	LSM	4241							2725776	2139912	1781160	2881272	1485780	2881272	1485780	12640174	2101728	2101728	
18	LSM	4241																	
19	LSM	4245																	
20	NEPC	815																	
21	NEPC	815																	
22	NEPC	816																	
23	NEPC	817																	
24	NEPC	819																	
25	HRB	2089																	
26	HRB	2092																	
27	HRB	2095																	
28	HRB	2079																	
29	HRB	1007																	
30	HRB	1008																	
31	HRB	1772																	
32	HRB	1771																	
33	HRB																		
34	HRB																		



Wind Mills - Remarks

1. Commissioning Certificates: Available for all wind mills commissioned in the name of PPS Enviro Power Pvt Ltd, i.e wind mills purchased directly from the Equipment manufacturers. Certificates are not available for preowned wind mills which bearing HTSC nos: 815, 816, 817, 819, and 1007.
2. PPA's - All got either expired or terminated, (PPA's with Brakes India, Sundram Fasteners, MRF, Hatsun Agro, Indla Pistons
3. All under Group Captive - Long term open access.
4. AMC: Originally with equipment manufactures like PRB Energy, Leitwind Shriram and Kenersys, presently all contracts have been withdrawn by them.
5. Power Generated is average for period from 6 to 14 years till FY 2020
6. Please read Disclosure P 2 on Page 26

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Appendix C

Particulars of Land and Building – Hyderabad Factory

	Particulars	Area	Sale Deed No	Remarks
A	Hyderabad Factory D-97A , Jeedimetla Industrial Development Area , Phase 1 , Jeedimetla , Hyderabad 500 055	Land Area : 1290.12 sq yards / 1078.70 sq mtrs / 11611.13 sft RCC Building : As per approval (Block 1) Ground Floor : 3689.1 sft First Floor : 3950 sft Second Floor : 3950 sft Total Area : 11589.10 sft	5095/2005	Nil

Notes : In case of any discrepancy in survey no or area, the position as per sale deed read with Mortgage document will prevail .

: Please read Disclosure P2 on Page 26 of this Document



Appendix D

Particulars of other assets (located in Factory at Hyderabad)

S No	Particulars	No	S No	Particulars	No
1	Electrical Panel Board	1	26	Sofa Set (3+1+1)	1
2	ceiling fans	50	27	Teapoy	1
3	wall monted fan	4	28	Television	2
4	pedestal fan	2	29	Stores Room	
5	tubular batteries	50	30	2 Wheeler TVS XL Super AP28BQ1702	1
6	lathe machine	1	31	2500 Kg carrier	2
7	chairs	15	32	Miscell Circuit Board	
8	work cubicles	6	33	Misc electrical Panels	
9	xerox machine	1	34	Blue Star Water cooler	1
10	computer terminals	13	35	Kent RO water Purifier	1
11	computed CPU units	12	36	Water dispensar	1
12	AC split unit	5	37	LG 2 door Refrigerator	1
13	AC window unit	3	38	Gas Cylinder	2
14	Spiral Binder	1	39	Induction Stove	1
15	EPABX system	1	40	PLG Stove	1
16	Solar panels installed on Terrace		41	Motor	1
17	Fax Machine	1	42	Weighing Scale	1
18	HP Printer	2	43	Scrap Solar Panels	
19	Server	1	44	Cupboard	1
20	Monitors	2	45	Bajaj Air Cooler	1
21	UPS+Battery		46	Executive Table	1
22	Filing Cabinet	2	47	Sharp Xerox Machine	1
23	Executive Table	2	48	Central AC Unit	1
24	Executive Chair	2	49	Misc Scrap (Elect and Electrncs , IGBTs, MCBs , Leys , Cable drum ,loose cables , hardware)	
25	Visitor Chairs	4			



Appendix E

Securities and Financial assets

The Securities and Financial Assets of the company PPS Enviro Power P Ltd comprises of Non current Investments, Long term Loans and Advances , Inventories , Trade receivables , Short Term Loans and Advances etc and **EXCLUDES** Bank Balance in account of CD with ICICI Bank , Adyar, Chennai .



Q. Scheme for incentive for Resolution/ Recovery Agents /Chartered Accountants/ Financial Consultants etc

A Scheme of Incentive is in place in consultation with SCC for Resolution / Recovery agents /Chartered Accountants/ Financial Consultants etc as per details below:

To provide an incentive of 0.25 % of sale consideration by way of commission to Resolution/ Recovery Agents /Chartered Accountants/ Financial Consultants etc (hereinafter called Agent) instrumental for bringing a successful purchaser in the E Auction.

Terms :

Agent has to formally convey over mail to the Liquidator at mail id liquidator.ppsenviro@gmail.com the name of client brought in by him.

The Client has to confirm by mail to the Liquidator at mail id liquidator.ppsenviro@gmail.com that they have come through the said Agent.

The amount of 0.25% of the sale consideration would be payable to only one Agent pertaining to the successful purchaser in E Auction.

The E Auction is for *Sale of Assets of the company in multiple lots i.e as a going concern and assets in parcels on —As is where is basis, As is what is basis, —Whatever there is basis and —No recourse basis”*

The responsibility for due diligence, visits etc would be with the Agent and no separate / additional claim for the same is payable / would be entertained by the Liquidator.

The amount would be payable with TDS and applicable taxes on completion of the sale transaction and receipt of full sale consideration.

In case of any dispute, the decision of the Liquidator would be final.


19/2/2024

K. VATSA KUMAR
LIQUIDATOR
PPS ENVIRO POWER PVT. LTD.
IBBI Regn. No: IBBI/IPA-002/
IP-N00922/2019-2020/12980

