

SALE NOTICE FOR E-AUCTION OF ASSETS

NOTICE OF EXTENSION OF LAST DATE FOR SUBMISSION OF EOI AND EMD

(Under the Insolvency and Bankruptcy Code, 2016 read with the IBBI (Liquidation Process) Regulations, 2016, pursuant to the Orders of the Hon'ble Supreme Court of India and the Hon'ble National Company Law Tribunal, New Delhi Bench-II)

Notice is hereby given for sale of the under-mentioned Plant & Machinery of **M/s Xalta Food and Beverages Pvt. Ltd.** ("Corporate Debtor" or "CD"), a Company under CIRP under the Insolvency and Bankruptcy Code, 2016 ("IBC") vide Order dated 25.07.2018 passed by the Hon'ble National Company Law Tribunal, New Delhi in CP (IB) 702 (ND)/2018.

DETAILS OF THE ASSET

Description of Asset	Plant & Machinery of M/s Xalta Food and Beverages Pvt. Ltd., comprising Syrup Preparation, Water & Cleaning System, Blending, Bottle Blowing, PET Filling, Thermal Processing, Post-Filling, CSD Processing & Packaging, Juice Processing, Quality Control Laboratory, Utilities (Compressed Air, Water Treatment, Boiler & Steam, Chilling, Electrical Power, CO2 System), Material Handling and allied Factory Infrastructure, as more particularly described in Schedule-I of the E-Auction Process Document
Location / Address	Khasra Nos. 506-508 and 509, Khuleech Nagar, Dhoulana, Pilkhuwa, Hapur, Uttar Pradesh (Geo-coordinates: 28.698687930265148° N, 77.61890809292343° E)
Basis of Sale	"As is where is", "As is what is", "Whatever there is" and "No recourse" basis
Reserve Price (Rs.)	Rs. 46,47,00,000/- * (Rupees Forty-Six Crore Forty-Seven Lakh only)
EMD (10% of Reserve Price) (Rs.)	Rs. 4,64,70,000/- (Rupees Four Crore Sixty-Four Lakh Seventy Thousand only)
Incremental Value (Rs.)	Rs. 10,00,000/- (Rupees Ten Lakh only)
Last Date for submission of Bid and EMD	September 28, 2026 (earlier September 15, 2026)
Date of E-Auction	October 1, 2026 (earlier September 18, 2026)

**Exclusive of applicable taxes, levies, duties, stamp duty, registration fee, transfer charges and other statutory dues, which shall be borne by the Successful Bidder. No representations or warranties, express or implied, are made as to title, encumbrances or condition of the asset.*

KEY TERMS AND CONDITIONS

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 "Online" on October 1, 2026 **from 11:00 A.M. onwards**, through the e-auction platform available at <https://baanknet.com/>. The E-Auction Process Document containing the Terms & Conditions of Sale, Tender/Bid Form, Affidavit and Declaration of eligibility under Section 29A of the IBC, Confidentiality Undertaking and General Terms & Conditions of the E-Auction is available on the website <https://baanknet.com/> (interested bidders may search for the Company's name on the said portal). E-Auction guide for bidders and FAQs are also available at www.ibbi.gov.in. In case of any query in regard to baanknet login, kindly contact on 839013494 (Mr. Vivek) or 9785307952 (Mr. Hemant)
2. Prospective bidders shall submit an undertaking that they do not suffer from any ineligibility under Section 29A of the IBC, and if found ineligible at any stage, the EMD deposited shall be liable to be forfeited.
3. The sale shall be subject to the provisions of the IBC, 2016, the IBBI (Liquidation Process) Regulations, 2016, and the directions of the Hon'ble Supreme Court of India and the Hon'ble NCLT, New Delhi Bench-II, and to the detailed Terms & Conditions set out in the E-Auction Process Document available at <https://baanknet.com/>.
4. All other terms, conditions, Reserve Price, EMD amount, Incremental Value, eligibility criteria under Section 29A of the IBC, and other particulars set out in the Original Notice dated 05.09.2026 and the E-Auction Process shall remain unchanged and shall continue to apply mutatis mutandis to this Extension Notice. This Extension Notice shall be read as part of, and in conjunction with, the Original Notice and the E-Auction Process Document.

Note: The original notice dated 05.09.2026 was not reflected on IBBI and Baanknet portal due to technical reasons in this special case wherein Court Commissioner has been directed to sell assets for Corporate Debtor under CIRP and thus dates are being extended.

Sd/-

CA. Pankaj Gupta

Court Commissioner, M/s Xalta Food and Beverages Pvt. Ltd.

Appointed vide Order dated 10.08.2026 of Hon'ble NCLT, New Delhi Bench-II

Address: 1, Anand Vihar, Pitampura, Delhi-110034 | Mobile: +91-9999781500 | E-mail: pankajgupta.pgc@gmail.com

Place: New Delhi

Date: 18.09.2026

SALE PROCESS DOCUMENT FOR SALE OF
PLANT AND MACHINERY OWNED BY
XALTA FOOD AND BEVERAGES PRIVATE LIMITED

(A Company under Corporate Insolvency Resolution Process (CIRP) under the provisions of the Insolvency and Bankruptcy Code, 2016 vide Order dated 25/07/2018 of National Company Law Tribunal, New Delhi Bench)

Document issued by:

CA. Pankaj Gupta
Court Commissioner of
M/s Xalta food and Beverages Private limited

Office Address & Contact details of Court Commissioner:

Address- 1, Anand Vihar, Pitampura Delhi-110034
Mobile: +91 9999781500
E-mail: pankajgupta.pgc@gmail.com

TERMS & CONDITIONS OF SALE

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1. Key Definitions

- 1.1 **“Adjudicating Authority”** or **“NCLT”** shall mean the Hon’ble National Company Law Tribunal, New Delhi Bench- II;
- 1.2 **“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 Insolvency and Bankruptcy Code, 2016 and relevant regulations, circulars, notifications, 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 Sale Process Document or thereafter and each as amended from time to time;
- 1.3 **“Bid”** means, any bid submitted by the Bidders as required in terms of this Sale Process Document of Assets and in accordance with the provisions of Insolvency and Bankruptcy Code, 2016 read together with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 and the Applicable Laws;
- 1.4 **“Court Commissioner”**: Mr. Pankaj Gupta, Chartered Accountant, appointed by the Hon’ble NCLT New Delhi Bench-II vide its order dated 10.08.2026 in compliance of Hon’ble Supreme Court order dated 03.08.2026, the Hon’ble Supreme Court in Civil Appeal No. 2569/2022 read with IA No. 186385/2025 and IA No. 110835/2025.
- 1.5 **“E-Auction Process Participant”** or **“Bidder”** mean, Person or Persons who shows interest in Corporate Debtor and carries out due diligence in terms of this Sale Process Document and/or submits a bid as per Sale Process Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;
- 1.6 **“Sale Process 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.
- 1.7 **“EMD”** means Earnest Money Deposit required by the E-Auction Process Participant to deposit/credited exclusively to the BAANKNET wallet as the security before being eligible to bid for the assets of the company in E-Auction. EMD shall be deposited in accordance with the terms set out in this Sale Process Document in compliance with IBC and other applicable laws.

- 1.8 **"IBC"** or **"Code"** shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time.
- 1.9 **"Liquidation Process Regulations"** means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- 1.10 **"Liquidator"** means an Insolvency Professional appointed as a liquidator in accordance with section 34 of the IBC;
- 1.11 **"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;
- 1.12 **"Eligibility documents"** will be a signed on the letter head of the bidder from the auction applicant/ bidder that he/it is not ineligible to submit the bid under Section 29A of the IBC (as amended from time to time) and is not making any false or misleading declaration of eligibility under Section 29A of the IBC (as amended from time to time); along with KYC documents such as Aadhar Card, PAN Card, Certificate of Incorporation
- 1.13 **"Qualified Bidder(s)"** shall mean a Bidder who fulfills the eligibility criteria listed out in the Sale Process Document.
- 1.14 **"Successful Bidder"** or **"Successful E-Auction Process Participant"** means, the Qualified Bidder whose bid is approved and who is declared successful by the Court Commissioner at the end of the determined auction phase.

2. Introduction

Particulars	Details
Name of the Company	M/s. Xalta Food and Beverages Pvt. Ltd.
Corporate Identification Number (CIN)	U15122DL2015PTC276479
Date of Incorporation	09 Feb 2015
Registered Office	RZ-37A, Naya Bazar, Rati Ram Park, Najafgarh, , New Delhi, Delhi, - 110043.
Authorized Capital	10,00,000
Paid up Capital	1,13,890

The site photos where machinery has been kept is as hereunder:-



The Corporate Insolvency Resolution Process of the Corporate Debtor was initiated u/s 9 of the Insolvency and Bankruptcy Code, 2016 in CP (IB) No. IB-702/ND/2018 filed by Mr. Nand Kishore Gautam as proprietor of M/s Super Print Services on 25.07.2018. Mr. Naveen Kumar Jain was appointed as IRP and later confirmed as Resolution Professional in the matter.

Further, In compliance with Hon'ble Supreme Court order passed in Civil Appeal No. 2569/2022 read with IA No. 186385/2025 and IA No. 110835/2025 , the Hon'ble NCLT New Delhi Bench-II, appointed Mr. Pankaj Gupta, Chartered Accountant, having address: 1, Anand Vihar, Pitampura Delhi-110034 as COURT COMMISSIONER to do the exercise of issuing a tender notice in compliance of the aforementioned order of the Hon'ble Supreme Court for the purpose of sale of Plant and Machinery of M/s Xalta Food and Beverages Pvt. Ltd..

Accordingly, it is the endeavor of the Court Commissioner to sell the assets of the Company in accordance with the Liquidation Process Regulations, any of this 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, of the NCLT in respect of the process and in the manner specified in this E-Auction Process Information Document.

The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any this Rules, Regulations, Orders, Circulars as on 29.01.2025, Directions or Notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

Expression of Interest (EOI) is invited from Interested Bidders in the form of Tender to acquire assets of Xalta Food and Beverages Pvt. Ltd. (Under CIRP) (Refer as "Company" or "Corporate Debtor") as specified in Schedule-1, by the Court Commissioner, Mr. Pankaj Gupta, Chartered Accountant, through E- Auction as per details mentioned below.

A public announcement as per Schedule I, Clause 1(5) read with Regulation 12(3) of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 has been published **on September 5, 2026 and shall again be made on 19th September, 2026 in Financial Express and Jansatta, Delhi NCR edition having circulation at Hapur.**

The E-Auction will be conducted on **"AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS, "WHATEVER THERE IS BASIS"** and **"NO RECOURSE BASIS"** via online platform at <https://baanknet.com/>.

To know more or to participate into the E Auction please contact or Email to +918291220220, Email:support.ebkray@psballiance.com.

The E-Auction pertains solely to the **Plant and Machinery situated factory site at Khasra Nos. 506-508 and 509, Khuleech Nagar, Dhoulana, Pilkhuwa, Hapur, Uttar Pradesh** and is being conducted during the course of the CIRP process of the Corporate Debtor in accordance with the directions of Hon'ble Supreme Court and Hon'ble NCLT.

Details of Asset:

The factory premises where plant and machinery of *M/s Xalta Food & Beverages Pvt. Ltd.* are placed is at Khasra Nos. 506-508 and 509, Khuleech Nagar, Dhoulana, Pilkhuwa, Hapur, Uttar Pradesh. The geo-coordinates of the site are **28.698687930265148 (N), 77.61890809292343 (E).**

As per information available, the plant was reportedly operational for approximately 2 years and remained idle/non-operational for approximately 7 years thereafter. Considering the nature of the automated industrial machinery, an indicative useful life of 15 years has been adopted based on engineering judgement, industry practice and the assumption of proper maintenance and timely replacement of wear-and-tear components.

Current Use: No active production activity is being carried out at the premises.

Ownership: Rented Industrial Plot and shed as per the information available.

It is hereby mentioned that Land and building and all movable assets other than the plant and machinery of the Corporate Debtor specifically listed in Schedule 1 are excluded and **DO NOT FORM PART** of the present e-Auction.

E-Auction Sale Notice and E-Auction bid document containing online E-auction bid form, Declaration, General terms and condition of online auction sale are available on website <https://baanknet.com/>. On going to the link, interested bidders will have to search for the company's name.

(India 1st IPE Registered with IBBI)

***E Auction Process Document/
Xalta Food and Beverages Pvt.
Ltd.***

3. Important Timelines of E- Auction Process

Sr. No.	Event	Timeline	Date
1	Public Announcement of E-Auction	T	Friday, September 18, 2026 (earlier on 05 th September, 2026)
2	Site Visits (Optional)	(T+ 5 days)	Wednesday, September 23, 2026
3	Submission of Documents	(T+10 days)	Monday, September 28, 2026
4	Earnest Money Deposit submission	(T+10 days)	Monday, September 28, 2026
5	E-auction Start date from 11 am to 3pm onwards	(T+13 days) = X	Thursday, October 1, 2026
6	Declaration of Highest Bidder	X	Thursday, October 1, 2026
7	Issuance of LOI	X	Thursday, October 1, 2026
8	Acceptance of LOI	(X+1 days)	Saturday, October 3, 2026
9	Due diligence & eligibility verification of highest bidder	(X+3 days)	Sunday, October 4, 2026
10	Return of Earnest Money of unsuccessful bidders	(X+4 days)	Monday, October 5, 2026
11	Payment to be made with 30 days	(X+30 days)	Saturday, October 31, 2026

4. DETAILS OF ASSETS

A. THE COMPANY AND IT'S ASSETS OVERVIEW

i. COMPANY DETAILS

➤ Brief Overview of Corporate Debtor

Particulars	Details
Name of the Company	M/s. Xalta Food and Beverages Pvt. Ltd.
Corporate Identification Number (CIN)	U15122DL2015PTC276479
Date of Incorporation	09 Feb 2015
Registered Office	RZ-37A, NAYA BAZAR, RATI RAM PARK, NAJAF GARH, , NEW DELHI, Delhi, - 110043.
Authorized Capital	10,00,000
Paid up Capital	113,890
Order of Adjudicating Authority for initiating Corporate Insolvency Resolution Process	Order passed by the Hon'ble NCLT, New Delhi Bench-II and initiated the Corporate Insolvency Resolution Process of the Corporate Debtor u/s 9 of the Insolvency and Bankruptcy Code, 2016 in CP (IB) No. IB-702/ND/2018 filed by Mr. Nand Kishore Gautam as proprietor of M/s Super Print Services Limited on 25.07.2018
Court Commissioner	Mr. Pankaj Gupta, Chartered Accountant

➤ Board of Directors & KMP of the Company (powers of the Board is suspended)

Name	DIN	Designation	Appointment Date
Anuj Sharma	07663636	Director	01.04.2018
Vishnoo Mittal	03213960	Director	30.09.2015
Heaven Sudhir Malhotra	05248560	Director	29.09.2017

➤ Statement of Assets and Liabilities of the CD

Statement of Assets and Liabilities as on Order dated 31.03.2017 and 31-03-2018
(Latest Audited Financial Statements) *(Amount in INR):*

	PARTICULARS	31.03.2018 Rs.	31.03.2017 Rs.
A	EQUITY AND LIABILITIES		
I	Shareholders' funds		
	Share Capital	113,890.00	113,890.00
	Reserves & Surplus	(574,032,812.00)	211,448,006.00
	Share Application money pending allotment	-	-
		(573,918,922.00)	211,561,896.00
II	Non-Current Liabilities		
	Long-Term Borrowings	1,089,559,932.00	858,368,885.00
	Deferred Tax Liabilities	440,983.00	8,073,064.00
III	Current liabilities		
	Short-Term Borrowings	313,422,431.00	250,655,515.00
	Trade Payables	741,030,302.00	543,520,466.00
	Other Current Liabilities	303,926,740.00	132,036,913.00
	Short-Term Provisions	42,127,419.00	27,874,724.00
	Total	1,916,588,885.00	2,032,091,463.00
B	ASSETS		
I	Non-current assets		
	Fixed assets	-	-
	Tangible/ Intangible assets	1,217,597,016.00	785,183,571.00
	Capital work in progress	5,967,996.00	-
	Long-Term Loans & Advances	58,819,920.00	139,249,437.00
	Other non-current Assets	52,717,980.00	54,531,065.00
II	Current assets		
	Inventories	75,829,235.00	605,576,832.00
	Trade receivables	37,266,066.00	199,006,357.00
	Cash and Cash Equivalent	202,692,339.00	180,223,479.00

	Short term loans and advances	247,123,116.00	49,358,969.00
	Other Current assets	18,575,217.00	18,961,753.00
	Total	1,916,588,885.00	2,032,091,463.00

5. Participation Details

1. ALL ELIGIBILITY DOCUMENTS TO BE EXCLUSIVELY UPLOADED ON THE BAANKNET PORTAL AND NONE OF ITS HARD/ SOFT COPY TO BE SHARED WITH COURT COMMISSIONER.
2. THE EMD AMOUNT WILL BE CREDITED IN E- WALLET OF BAANKNET AND NO INTIMATION OF ITS DEPOSIT TO BE SHARED WITH COURT COMMISSIONER.

Submission of Tenders	Interested bidders may participate in E-auction by submitting their tenders on BAANKNET Portal. <u>ALL ELIGIBILITY DOCUMENTS TO BE EXCLUSIVELY UPLOADED ON THE BAANKNET PORTAL AND NONE OF ITS HARD/ SOFT COPY TO BE SHARED WITH COURT COMMISSIONER.</u>
Submission of Earnest Money Deposit (EMD)	The EMD shall be 10% of the Reserve Price ie Rs. 4,64,70,000/- (Rupees Four Crore Sixty-Four Lakh Seventy Thousand only) Interested bidders shall submit the prescribed EMD in E wallet of BAANKNET Portal. NO INTIMATION OF ITS DEPOSIT TO BE SHARED WITH COURT COMMISSIONER . Please note that EMD in any form shall not carry any interest.
Mode of payment of Balance sale consideration	RTGS/NEFT in account of
	Beneficiary Name: "Xalta Food and Beverages Pvt. Ltd. CIRP"
	Bank Name: Punjab National Bank
	Account No. 1399002100054914 IFSC Code: PUNB0139900
Refund of EMD	The EMD of unsuccessful Bidders will be refunded as mentioned in above timeline.
Adjustment of EMD	The EMD shall be set off against the sale consideration

Forfeiture of EMD	a) if any of the conditions under this Process Memorandum are breached by the auction applicant or in case the auction applicant is found to have made any misrepresentation; or b) if the auction applicant is found to be ineligible to submit the bid under Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility under Section 29A of the IBC (as amended from time to time); or c) if the auction applicant is found to be, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the auction process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988; or d) Default in deposit of amount by the successful bidder by the last date of payment of the full and final bid value. Please note that default on reason of force majeure or act of god or natural or man-made calamity will not be entertained.
Other Conditions	Non-submission of the EMD / requisite documents by the bidder on or before the last date stipulated in this document shall lead to the disqualification from participation in the e-auction process.

6. Inspection of Assets/Site Visit/ Discussion Meetings

- 6.1 If requested by the Auction Participant, the Court Commissioner may arrange a discussion meeting at any time prior to the closure of the auction process. The details with respect to the discussion meeting shall be communicated by the Auction Participant in advance. The Court Commissioner reserves the right to not arrange a discussion meeting for any reason whatsoever, irrespective of the request of the Auction Participant. The assets can be inspected by the prospective Bidder(s) at the site with prior appointment contacting Court Commissioner , Mobile: **+91-9999781500**, Email: **pankajgupta.pgc@gmail.com** 23.09.2026 (as mentioned in timeline)
- 6.2 It shall be the responsibility of the interested bidder to inspect the assets at their own expenses and satisfy themselves about the condition before submission of the tender.
- 6.3 The purpose of the Site Visit shall be to facilitate the interested bidder to ascertain the current status of the assets. Such Site Visit shall not be utilized for discussions regarding the terms of the bid.
- 6.4 The Interested bidders may contact **+91-9999781500 (Mr. Pankaj Gupta)** for inspection. The contact details of designated person shall be provided accordingly.

7. DOCUMENTS TO BE SUBMITTED BY BIDDERS

In addition to the above, the Auction Participant who fails to fulfil the requirements set out in this Process Memorandum, including but not limited to failure of providing the documents/ information to be submitted by the Auction Participant in terms of hereof, shall not be eligible to submit a Bid for purchase of Assets of the Corporate Debtor.

7.1 The Bidder(s) would need to submit the following documents to the satisfaction of the Court Commissioner in accordance with the timelines prescribed in clause 3 of this Process Memorandum.

- i. Application Form as provided in Annexure A hereof along with the certified copies of Ownership Structure and composition of the E-Auction Applicant(s)/ Bidder(s), self-attested copy of **Aadhaar Card, PAN, passport/ driving license, valid email ID, mobile number, certified copies of Certificate of Incorporation/ Registration, Memorandum and Article of Association/ Limited Liability Partnership Agreement/Partnership Deed, in case of Company/ LLP/ Partnership.**
- ii. Affidavit towards eligibility under Sec 29A of IBC in a format provided in Annexure B hereof;
- iii. Confidentiality Undertaking as provided in Annexure C hereof;
- iv. Extracts of the resolution passed by the Board of Directors of the Company or Partners of LLP/ Partnership Firm in a format provided in Annexure D hereof;
- v. Other necessary documents to complete the eligibility check formalities (collectively referred to as "Eligibility Documents")

7.2. Prospective Bidders shall make a request to the Court Commissioner for assistance in due diligence and site visits, which will also be arranged (if required) for Bidders in accordance with clauses hereof. Upon completion of the due diligence, site visit, and discussion meeting (if any) by the Prospective Bidders within the timeframe set out in clause 3, the Prospective Bidder shall deposit the Earnest Money Deposit (EMD) in accordance with provisions of IBC, 2016. The Prospective Bidder shall not be eligible to participate in the bidding process, without submission of the prescribed Eligibility Documents/EOI and EMD, within the scheduled timeline in Clause 3.

**The EOI Documents shall be submitted only in the BAANKNET Portal.
Under NO circumstances, the EOI documents shall be sent to the Court
Commissioner, nor any confirmation shall be given about the payment of
the EMD.**

8. AFFIDAVIT UNDER IBC 2016

The bidder shall submit an affidavit eligibility undertaking u/s 29A of the IBC, 2016 in prescribed format (Annexure B) which should be duly notarized by a notary public.

ELIGIBILITY/ PRE-BID QUALIFICATIONS

As per the proviso to section 35(1)(f) of the IBC, (as amended from time to time) the Court Commissioner shall not sell the immovable and movable property or actionable claims of the Corporate Debtor to any person who is not eligible to be a Resolution Applicant. Accordingly, an Auction Participant who is not eligible to be a Resolution Applicant in terms of section 29A of IBC shall not be eligible to submit a Bid for purchase of the Assets of the Corporate Debtor.

As on date, as per Section 29A of the IBC,

"A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person –

- (a) is an undischarged insolvent;
- (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- (c) at the time of submission of the resolution plan has an account,] or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 3[or the guidelines of a financial sector regulator issued under any other law for the time being in force,] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan;

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I– For the purposes of this proviso, 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 4[or completion of such transactions as may be prescribed], prior to the insolvency commencement date

Explanation II.— For the purposes of this clause, where a resolution applicant 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 and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;]

(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 the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;]

(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 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;

[Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;]

(h) has executed 6[a guarantee] in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code 3[and such guarantee has been invoked by the creditor and remains unpaid in full or part];

(i) 7[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 8[I].— 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 resolution applicant; or

(ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or

(iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

9[Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant 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 4[or completion of such transactions as may be prescribed], 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 Organisation 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 registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (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.]

9. Bidding through designated e-auction platform on the appointed day.

The sale of the assets of the company shall take place through online e-auction via website <https://baanknet.com/> on **-01/10/2026 from 11 am onwards** with unlimited extension of “5 minutes” i.e. the end time of the e-auction will be extended by 5 minutes each time if bid is made within the last 5 minutes before closure of auction.

The e-Auction of the assets of CD would be conducted exactly on the schedule Date & Time (as mentioned above) by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of “Bid Increment Amount” against asset.

The Bid Increment Amount is of Rs. 10,00,000/- (Rupees Ten Lakh only)/-

In case, a bid is placed in the last 5 minutes of the closing time of the E-auction, the closing time will be automatically get ex-tended for 5 minutes with unlimited extension. The bidder who submits the highest bid amount (not below the reserve price) on closure of E-Auction process shall be declared as the successful bidder and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Court Commissioner.

10. Manner of Payment and Transfer of Property

- 10.1 As per schedule I of Regulation 33 of IBBI (Liquidation Process) Regulations, 2016 the balance of the sale consideration (after adjustment of EMD) shall be paid as per mentioned Timeline, wherein payment made after stipulated Time Period, the same shall attract Interest at the rate of 12%. If the payment is not Made within stipulated Time Period, the sale shall stand cancelled and the amounts paid including the EMD will stand forfeited automatically.
- 10.2 On payment of the full amount, the sale shall stand completed and certificate of sale shall be executed and the subject matter of the sale shall be delivered to the successful bidder in the manner specified in the terms of such Certificate of Sale/ Sale Deed.
- 10.3 The Certificate of Sale/ Sale Deed will be issued in the name of the purchaser (s) /applicant (s) only and will not be issued in any other name(s).

10.4 The purchaser shall bear the applicable stamp duties/additional stamp duty/transfer charge, fees, transportation charges etc. and all the statutory/ non-statutory dues, including GST, taxes, rates, assessment charges, fees etc. owing to anybody.

10.5 The sale shall be subject to provisions of IBC 2016 and Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016.

11. 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 Court Commissioner shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

For purpose of abundant clarity, it is hereby clarified that the auction process applicant is expected to 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 auction process Applicant.

All expenses incurred towards movement / shifting of plant & machinery (ies) or any asset of the Company post the e-auction process should be borne by the successful auction applicant. The Court Commissioner shall not be held responsible / liable to pay any expenses towards such transfer / movement of any asset of the Company.

The auction process applicant shall not be entitled to receive re-imbursement of any expenses which may have been incurred carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the auction process plan.

All taxes applicable (including stamp duty implications and registration charges) on sale/transfer/assignment of assets would be borne by the successful bidder

- i. The sale attracts stamp duty, registration charges etc. as per relevant laws
- ii. 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 or any other tax and/or obligation pertaining to the Asset
- iii. The payment of all statutory / non – statutory dues, taxes, rates, assessments, charges, fees, etc. owned by Corporate Debtor to anybody in respect of the Property (ies) shall be sole responsibility of successful bidders
- iv. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS, etc.

It is expressly stated that the Court Commissioner 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 assets in the name of the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.

The auction process applicant shall be responsible for fully satisfying the requirements of the IBC and related Regulations as well as all Applicable Laws that 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.

12. Other Terms and Conditions

- 12.1 The Court Commissioner will not 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 interest bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-Auction event.
- 12.2 The Court Commissioner reserves the right to alter, modify or relax any of the terms and conditions mentioned in this document in the interest of the Company. Any such alteration, modification or relaxation shall be binding on the interested bidder.
- 12.3 Tenders with conditional offer will be treated as invalid. Correspondence about any change / modification in the offer after submission of tender will not be entertained. If such tenderer wishes to give a fresh offer for a property before the last date prescribed for submission of the tender in the concerned advertisement, he/she may file a fresh tender appropriate Earnest Money Deposit (EMD), that too with prior permission from the Court Commissioner.
- 12.4 Bids not received in the prescribed bid form or Below Reserve Price or incomplete in any respect or unsigned or not accompanied by NEFT/RTGS for the requisite EMDs are liable to be summarily rejected at the sole discretion of COURT COMMISSIONER.
- 12.5 The advertisement is valid as per Timelines mentioned above.

Schedule – 1

List of Machineries

Sr. No.	Process	Major Machinery list	Key Capacity / Specification	Major Make / Brand Observed
1	Syrup Preparation	Recovery Tanks, Raw Syrup Tanks, Precooling Tank, Heat Exchanger, Filter Press, Piping System, Cleaning Machine, Pumps	Tanks up to 18 KL; Precooling 500 L; Pumps 7.5 HP	Karchar, Vijay Engineers
2	Water & Cleaning System	Fresh Water Tanks, Recovery Tanks, Recirculation Tanks, Hot Water Tanks, Caustic Tank, Casting Tank, Monitoring System, Piping, Pumps	Tanks generally 500 L-5 KL; Pumps 7.5 HP	Climate Engineers
3	Final Syrup Preparation	Simple Syrup Tank, Final Syrup Tanks, Mixing Trolley, CIP Panel, LCIP, Transfer Pumps, Weighing Machine	Tanks generally 12 KL; Pump capacities 2-10 HP	Vijay Engineers, Goonj
4	Blending Preparation	Compact Scrubber Dryer, Boiler, Simple Syrup Tank, Blending Tanks, Beverage Final Tanks, CIP Panel, Harmonizers, Pulp Dumping Tank	Tanks up to 14 KL; Pump capacities 2,500 LPH / 3-10 HP	GEA / Tetra-related equipment as listed
5	Bottle Blowing – Line 1	Sidel Blower, Open Tank, Conveyor, Monitoring Panel, Air Dampers, Compressor, Booster Pump	Blower listed at 378 kW	SIDEL
6	Bottle Blowing – Line 2	Sidel Blower, Open Tank, Conveyors, Monitoring Panel, Air Dampers, Compressor, Booster Pump	Blower listed at 378 kW	SIDEL / Beta
7	Bottle Blowing – Line 3	Sidel Blower, Open Tank, Conveyor, Monitoring Panels, Air Dampers, Compressors, Submersibles, Booster	Blower listed at 378 kW	SIDEL
8	PET Filling – Line 1	Filler Machine, Tanks, Monitoring Panels, Main Panel, Conveyor, Air Damper, Pressure Pump	Complete filling line assembly	KHS
9	PET Filling – Line 2	Filling Machine, Tanks, Panels, Conveyor, Air Dampers, Pressure Pump, Foam Cleaning Machine, Vacuum Cleaning Machine	Complete filling line assembly	KHS
10	PET Filling – Line 3	Filling Machine, Tank, Pump, Conveyor, Air Dampers, Air Pump, Monitoring Panel, Inkjet Printer	Complete filling line assembly	Markem-Imaje
11	Thermal Processing	Pasteurisation Control System, Pump, Tank, Booster Pump, Panel, Boiler Header	—	TMB / HRS
12	Post-Filling Processing	Lifter, Warmer, Cooling Tunnel, Air Washer, Heat Exchanger, Labeller, Conveyors, Shrink Wrapping Machine, Inkjet Printer, Wrapping Machine	Multiple integrated packaging sections	JIEH HONG, SMI, SIDEL, Markem

***E Auction Process Document/ Xalta
Food and Beverages Pvt. Ltd.***

13	CSD Processing	Deaerator Tank, Carbonation Tank, Pumps, Heat Exchangers, Carbonisation System, Filling Machines, Conveyors, Panels	Integrated carbonation system	KHS
14	CSD Packing & Secondary Packaging	Shrink Wrapping Machines, Wrapping Machines, Labellers, Conveyors, Control Panels, Inkjet Printers	Integrated secondary packaging	DIMAC, SMI, SIDEL, KHS
15	Juice Processing	PET Stretch Blow Moulding Machine, Juice Packing Machine, Mixing Tank, Homogeniser, Oven, Conveyor, Printing Machine, Cooling Tunnel, Heat Exchanger, Boiler	Homogeniser 4,000 LPM	GOMA / Parkson
16	Quality Control – Production Laboratory	Refractometers, Polariscopes, CO ₂ Purity Tester, Dead Weight Tester, Vernier Calipers, Micrometer, Turbidity Meter, pH Meter, Water Bath, Distillation System, Weighing Scale	Laboratory testing equipment	Anton Paar, Presto, Karcher
17	Utilities – Compressed Air	Screw Air Compressors, Refrigeration Dryers, Air Dryers, Air Receivers, Compressor Panels	Compressors up to 132 kW; dryers up to 200 CFM	Kaeser, Chicago Pneumatic, Friulair
18	Utilities – Water Treatment	WTP, RO Tanks, ACF Tank, MGF Tank, Water Treatment Plant, Pumps, Water Tanks	RO Tanks 35 KL	Climate Engineers / Sheetal
19	Utilities – Boiler & Steam	Boiler, Steam Header, Hopper System, ID/FD Fans, Chimney, Boiler Control Panel, Steam Headers	Boiler 4.5 Ton	Forbes Marshall
20	Utilities – Chilling unit	Chiller Plant, Chillers, Cooling Towers, Heat Exchangers, Pumps, Water Coolers	Chiller approx. 289–339 kW	Carrier
21	Utilities – Electrical Power	DG Sets, Power Transformer, HT/LT Panels, UPS, Battery Banks, Synchronisation Panels, Main LT Panels	DG Sets 1,010 kVA × 2; Transformer 5 MVA	Caterpillar, ABB, Schneider
22	Utilities – CO ₂ System	Liquid CO ₂ Storage Tank, Heat Exchangers, Pumps, Carbonation Equipment	CO ₂ tank approx. 49,860 L	Super Cryogenic
23	Material Handling	Lifters, Conveyors, Slat Conveyors, Belt Conveyors, Bottle Conveyors, Pallet/Handling Equipment	Multiple capacities	Beta, Selvel, etc.
24	Fire & Safety Systems	Fire Cylinders, Fire Hydrant System, Safety Equipment	Factory-wide	—
25	Factory Services / Piping & Electrical Infrastructure	Factory Piping, Ground Electrical Cable, Cable Trays, Busbars, Ducting, Hydraulic Valves, Electrical Panels	Factory-wide infrastructure	Various

**Annexure-A
TENDER FORM
(Format on submitting EMD)**

To,
Mr. Pankaj Gupta (Chartered Accountant)
Court Commissioner
Xalta Food and Beverages Pvt. Ltd (**Under CIRP**)
Address- 1, Anand Vihar, Pitampura Delhi-110034]
Email Id.- pankajgupta.pgc@gmail.com

**REF. ADVERTISEMENT ISSUED IN NEWSPAPERS ON September 5, 2026 read with
publication dated 18/09/2026 FOR DISPOSAL OF ASSETS OWNED BY XALTA FOOD
AND BEVERAGES PVT. LTD (IN CIRP)**

I/We/ M/s __, the tenderer/s, do hereby state that, I/we/ M/s__have read the Tender Document and the terms and conditions of tender and the above advertisement and understood them fully. I/We/ M/s hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the property as appearing in the Tender Document is as under:

1	(a)	Full Name of the Tenderer with Telephone Nos. Mobile Nos. Email ID.			
	(b)	Address of the Tenderer along with the address proof			
		(I)	Office		
		(II)	Residence		
	(c)	(III)	Identity Proof (Self Attested)		
			(i)	Pan Card*	
			(ii)	Aadhar Card*	
			(iii)	Passport#	
			(iv)	Voter ID Card	
			(v)	GST Certificate, if any	

			(vi)	Driving License	
			*	Compulsory for Indians	
			#	Compulsory for NRIs	
				(Provide Authority letter in case of Firm/Company/LLP/HUF)	
2.	Constitution (Sole Proprietary/ Partnership/ Company/ HUF /LLP) (In case of Company/firm/LLP/HUF also give name of Directors/Partners/Members with contact numbers)				
3.	Details of EMD				
	(i)	Mode of Payment			RTGS/NEFT
	(ii)	UTR No. in case of RTGS/NEFT			
	(iii)	Date			
	(iv)	Bank & Branch Name			
	(v)	Amount Deposited			

1. I/We/ M/s _____ further declare that I/We/ M/s _____ intend to purchase the above referred assets from the Court Commissioner for our own use / business and that the information revealed by me/us in this Tender Form is true and correct to the best of my/our knowledge and belief.
2. I/We/ M/s _____ certify that I/We am/are eligible to be a Resolution Applicant, under Section 29A read with Section 35(f) of the Insolvency and Bankruptcy Code, 2016 and the Affidavit for the same is enclosed herewith.
3. I/We/ M/s _____ agree if any of the statement / information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and, in such case, the Earnest Money Deposit paid by me/us is liable to be forfeited to the Court Commissioner and the Court Commissioner is at liberty to annul the offer made to me/us at any point of time.

I/We/ M/s _____ also agree that after my/our offer given in my/our tender for purchase of a machinery/equipment is accepted by the Court Commissioner if I/We/ M/s fail to accept the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfill any/all the terms and conditions of the tender and offer letter, the Earnest Money Deposit paid by me/us along with the tender is liable to be forfeited to the Court Commissioner and that the Court Commissioner has also a right to proceed against me / us for specific performance of the contract

4. I/We/ M/s _____will not claim any interest from the date of submission of offer in case the process of sale is delayed for any reason.
5. The general terms and conditions of sale are received, read and acceptable to me /us.

NOTE: Each page of this form shall be duly signed by tenderer.

Name and Signature of the tenderer
Designation
(M/s. _____)

[Rubber stamp of the Proprietor/ Company/Firm/LLP/HUF]

Enclosures:

- i. NEFT/RTGS UTR No. _____dated: _____
- ii. Address Proof given under point 1(B)(I) and 1(B)(II)
- iii. Self-attested copy of Identity Proof given under point 1(C)(III).
- iv. Authority Letter of the authorized representative bidding in case of any bidder other than proprietorship firm given under point 1(C)(III).
- v. Affidavit under section 29A.

Annexure- B
FORMAT OF ELIGIBILITY UNDERTAKING BY INTERESTED BIDDER
[On the letter head of the Interested Bidder]

To,
Mr. Pankaj Gupta (Chartered Accountant)
Court Commissioner
Xalta Food and Beverages Pvt. Ltd (**Under CIRP**)
Address- 1, Anand Vihar, Pitampura Delhi-110034]
Email Id.- pankajgupta.pgc@gmail.com

Dear Sir,

Sub: Undertaking under the Insolvency and Bankruptcy Code, 2016

In terms of the terms and conditions of sale of assets of Xalta Food and Beverages Pvt. Ltd (**in CIRP**) in view of the provisions of Section 35 read with Section 29A of the Insolvency and Bankruptcy Code, 2016 (IBC), [I/We] ("Interested Bidder") state, submit and confirm as follows: -

1. [I/We] hereby unconditionally state, submit and confirm that [I/We] are not disqualified from participating in a bid for acquisition of assets of Xalta Food and Beverages Pvt. Ltd pursuant to the order 10.08.2026, of National Company Law Tribunal, New Delhi Bench-II and also pursuant to the provisions of the IBC, as amended from time to time;
2. [I/We] hereby state, submit and declare that none of [me/us] being the interested bidder; any other person acting jointly with [me/us]; any person who is a promoter and/or in the management and/or control of the Prospective Applicant; any person who shall be the promoter and/or in management and/or control of the business of Xalta Food and Beverages Pvt. Ltd pursuant to its sale of assets by E-auction as aforesaid; and/or the holding company, subsidiary company, associate company or related party of any person referred to in (c) and/or (d)
 - a. is an undischarged insolvent;
 - b. has been identified as a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
 - c. is or has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 and period of one year or more has lapsed from the date of such classification and who has failed to make the payment of all overdue amounts with interest thereon and charges relating to non-performing assets before submission of the resolution plan;

- d. has been convicted for any offence punishable with imprisonment for two years or more;
- e. has been disqualified to act as a director under the Companies Act, 2013;
- f. has been prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities market;
- g. has indulged in preferential transaction or undervalued transaction or fraudulent transaction in respect of which an order has been made by the Adjudicating Authority under IBC;
- h. has executed an enforceable guarantee in favor of a creditor, in respect of a corporate debtor under insolvency resolution process or liquidation under IBC; and/or
- i. has been subject to any disability corresponding to (a) to (h) above under any law in a jurisdiction outside India.

Yours sincerely,

.....
[Signature and name of Attorney and authorized signatory of the Interested Bidder] Rubber stamp/seal of the Interested Bidder.

[to be notarized by a notary public]

AFFIDAVIT

I, [insert name of the deponent], being the [insert Director / Authorized Signatory] of [insert name of the prospective applicant] ("Interested Bidder") currently residing at [insert address], do solemnly state on oath, declare and affirm that all that is stated in paragraphs 1 and 2 of Annexure B dated [insert date of Annexure B] is true, correct and complete to my personal knowledge.

Solemnly, affirmed at [insert place] on _____ day, the _____ day of _____ 20 ____

Before me,
Notary / Oath Commissioner

Deponent's Signature

ANNEXURE -C

CONFIDENTIALITY UNDERTAKING
(To be notarized on non-judicial stamp paper)
ON RS. 100/-STAMP PAPER

This Confidentiality Undertaking has been signed by_____ (Name of potential Bidders) having its office at_____ acting through Mr. _____(Name of person authorised by potential Bidder(s)), the authorized signatory/authorized representative ("Bidder"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of CA. Pankaj Gupta, Court Commissioner.

WHEREAS M/s. Xalta Food and Beverages Pvt. Ltd., a Company within the meaning of Company under the Companies Act, 2013 (hereinafter referred as the "Company") is undergoing CIRP vide NCLT New Delhi Bench-("NCLT")order dated 25.07.2018, and vide the NCLT Order dated 10.08.2026. In compliance of the aforementioned order passed by the Hon'ble Supreme Court, appointed Mr. Pankaj Gupta, Chartered Accountant as Court Commissioner to do the exercise of issuing a tender notice in compliance of the aforementioned order of the Hon'ble Supreme Court to for the purpose of sale of plan and machinery of M/s. Xalta Food and Beverages Pvt. Ltd (In CIRP) ("Court Commissioner").

WHEREAS the Court Commissioner has invited prospective Bidders for the purpose of submission of bid through e-auction process in respect of Sale of Assets of Corporate Debtor in accordance with the provisions of Process Memorandum and provisions of Insolvency and Bankruptcy Code, 2016 ("IBC") read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Process Regulations").

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

THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:

1. The Bidder(s) shall not divulge any part of the information received pursuant to the Process Memorandum or accessed through the data room which shall mean the virtual data room maintained by the Court Commissioner, created for the Bidders to access information in relation to the Company ("Data Room") or any other data shared by the Court Commissioner, through oral or written communication or through any mode to anyone and the same shall constitute "Confidential Information". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

2. The Bidder (s) further unconditionally and irrevocably undertake and declare that

a. the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;

b. the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Court Commissioner or any other person;

c. the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;

d. the Bidder (s) shall protect any intellectual property of the Company which it may have access to:

e. the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking;

f. the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, any theft or leakage;

g. the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of Sale of Assets of Corporate Debtor as provided under Process Memorandum and the Liquidation Process Regulations;

h. the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received either pursuant to the Process Memorandum or through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the

Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and

i. the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Court Commissioner for any loss, damages, expenses and costs incurred by the Court Commissioner due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.

3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:

a. information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or

b. information which, after disclosure to the Bidder(s) becomes publicly available

C. and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

4. The Bidder(s) hereby expressly agrees and acknowledges that the Court Commissioner makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the Process Memorandum/ Data Room. The Bidder(s) further agrees and acknowledges that the Court Commissioner shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Court Commissioner or the Company in relation to any information provided.

5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Court Commissioner that expressly modifies or waives any such term.

6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and the Court Commissioner may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.

7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).

8. The undersigned hereby represents and warrants that it has the requisite power and authority to

execute, deliver and perform its obligations under this Confidentiality Undertaking.

9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the Process Memorandum. I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [insert the name of the Bidder (s)].

Signed on behalf of (Name of Bidder(s))

by Mr. (Name and Designation) Authorised Signatory

Date:

Place: Note- In case of consortium, undertaking to be executed by each of the members

ANNEXURE- D

BOARD RESOLUTION

(On the letter head of the Bidder)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS/ DESIGNATED PARTNER/ PARTNERS ("BOARD") OF _____ (COMPANY/ LLP/ PARTNERSHIP FIRM) AT THEIR MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place].

The Chairman informed the Board/ Designated Partners/ Partners that pursuant to the E-auction Process Memorandum for the sale of Plant and Machinery of M/s. Xalta Food and Beverages Pvt. Ltd. (In CIRP) dated _____, issued by Mr. Pankaj Gupta, Chartered Accountants ("Court Commissioner"), the Court Commissioner of Xalta Food and Beverages Pvt. Ltd. (In CIRP), the Company is desirous of submitting a Bid Application for the purchase of Xalta Food and Beverages Pvt. Ltd (In CIRP) for sale of Assets in accordance with the requirements of the E-Auction Process Memorandum published on Baanknet website, for the abovementioned auction. The Chairman placed before the Board the E-auction Process Memorandum for its perusal

The Board/ Designated Partners/ Partners considered and approved the same by passing the following resolution:

"RESOLVED THAT the draft of the Application Form placed before us is hereby approved for submission to the Court Commissioner of Xalta Food and Beverages Pvt. Ltd., in accordance with the terms of the E- Auction Process Memorandum."

"RESOLVED THAT Mr./Ms. « _____>>, Director of the Company/ Designated Partner/ Partner be and is hereby authorized to take all the steps required to be taken by the Company for the submission of the Bid Application in accordance with the terms of the E-Auction Process Memorandum, including the following:

(a) submit the Application Form and other requisite documents, in accordance with the terms of the E-Auction Process Memorandum;

(b) execute all other agreements, deeds, forms, writings, affidavits and power of attorney as may be required in relation to the E-Auction Process Memorandum, any amendments or modifications thereto as may be suggested by the Court Commissioner of Xalta Food and Beverages Pvt. Ltd., to do any such

executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the Process Memorandum;

(c) submit necessary clarifications or information in relation to the Bid Application, as may be required in accordance with the E-Auction Process Memorandum by the Court Commissioner;

(d) pay such amounts and consideration, in the manner as may be agreed with the Court Commissioner, in accordance with the procedure set out under the E-Auction Process Memorandum;

(e) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard."

"RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of [the Company Secretary/ any two of the Directors of the Company/ any two of the Designated Partner of the LLP/ any two of the Partners]."

//Certified True Copy//

For <Name of company>

Date: < _____ ->

Place: _____

Name of the Director:

Designation:

DIN:

Name of the Director:

Designation:

DIN:

Notes:

- a) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- b) In case of the Board resolution is from a Company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the Company.
- c) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution.

For example, reference to Companies Act, 2013/ Limited Liability Partnership Firm/ Partnership Firm may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company/ LLP/ Partnership Firm and the authorizations granted therein are true and valid.

- d) The Board Resolution is to be certified by the Company Secretary/ Directors/ Designated Partners/ Partners, in accordance with applicable law and the constitutional documents of the Company/ LLP/ Partnership Firm.