

RUDRANI HEALTH CARE SERVICES LIMITED
(IN LIQUIDATION)

AUCTION PROCESS DOCUMENT

dated 08.09.2023

Invitation for bids for auction of the assets of **RUDRANI HEALTH CARE SERVICES LIMITED (In Liquidation)** under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code")

Date of Announcement: 08th September 2023

Date of E-Auction: 06th October 2023

Issued by: Sachin Shrinivas Bhattad, Liquidator

IBBI Reg. No: IBBI/IPA-001/IP-P00680/2017-2018/11159

RUDRANI HEALTH CARE SERVICES LIMITED

(A company under liquidation process vide NCLT order dated 27th January 2023)

Registered Office: 267/3, Anandmayee Marg, Taluka Udgir, District Latur, Maharashtra - 413517.

Email for the purpose of sale of the Company with all its assets: rudrani.liq@gmail.com

Mr. Sachin Shrinivas Bhattad has been appointed as the Liquidator of Rudrani Health Care Services Limited by the Hon'ble National Company Law Tribunal (NCLT) Mumbai Bench vide order dated 27.01.2023.

Regd. Address: Flat No. 1A, Vijay Towers, 139, Railway Lines, Solapur, Maharashtra – 413001.

Regd. email: sachinbhattadca@gmail.com

Mobile No: 9422067294

Contact person on behalf of the Liquidator: Mr. Aditya Mishra
(aditya@stresscredit.com)

Notes:

1. This Auction Process Document is issued only for the Interested Bidders.
2. Terms and conditions, deadlines, etc. for participating in the electronic auction are provided in the Auction Process Document.
3. The timelines, notifications, updates, and other details for the E-Auction process are also available on the E-Auction website www.eauctions.co.in
4. Bidder(s) desirous to submit their bid must submit the same on the E-Auction portal www.eauctions.co.in or email the same to rudrani.liq@gmail.com

DISCLAIMER

1. *This Auction Process Document is issued by Mr. Sachin Shrinivas Bhattad, the Liquidator appointed by Hon'ble NCLT, Mumbai Bench, in the matter of Rudrani Health Care Services Limited (in liquidation) for general information purposes only.*
2. *The purpose of this document is to lay out the process for submitting the E-Auction Bids for the assets of Rudrani Health Care Services Limited (in liquidation) in accordance with the Insolvency and Bankruptcy Code, 2016.*
3. *This document has not been approved or registered with any regulatory or statutory authority of the Government of India or any State Government. Nothing herein or in material relating to the Auction Process Document should be construed as legal, financial, accounting, regulatory, tax, or any other advice by the Liquidator.*
4. *It is to be noted that no information provided in this Auction Process Document claims to be comprehensive. Independent due diligence of the intended user of this document or the Bidder is highly recommended.*
5. *This Auction Process 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. *Neither the Liquidator nor his team, consultants, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may*

arise from or in connection with the use of this Auction Process Document, including for the 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 Auction Process Document, the E-Auction Participant 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 Auction Process Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this Auction Process Document and part of all the other terms and conditions of this Auction Process Document.*
- 9. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the company or its past employees, consultants, etc., until the Liquidator gives his written permission.*
- 10. The property 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 the 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/immovable assets of the Company.*
- 11. The E-Auction Participant shall bear all the 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 Auction Process Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidder(s) or any other person. The objective of this Auction Process 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 Auction Process 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 Auction Process Document and may get independent advice from appropriate sources.

13. *Information provided in this Auction Process 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 Auction Process Document.*

A. INFORMATION TO BE READ BEFORE BIDDING

1. This Auction Process Document has been issued for the purpose of carrying out an electronic auction (E-Auction) of assets of **Rudrani Health Care Services Limited** (in liquidation) under the provisions of the Insolvency and Bankruptcy Code (“IBC”), 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, as amended from time to time (“Liquidation Process Regulations”).
2. The information provided in this Auction Process Document should be read together with the provisions of IBC and the Liquidation Process Regulations. In the event of a conflict between this Auction Process Document and IBC or the Liquidation Process Regulations, the provisions of IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.
3. The information contained in this Auction Process 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 Auction Process 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 Auction Process Document.
5. The issuance of this Auction Process 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 (even if the Bid is above the Reserve Price).

6. Linkstar Infosys Pvt. Ltd., 9-C, Vardan Exclusive, Near Vittahalbhai Patel colony, Near Lakhudi Talavadi, Navrangpura, Ahmedabad-380014, Ahmedabad, India (“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 company 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: Mr. Sachin Shrinivas Bhattad (Liquidator of *Rudrani Health Care Services*); Website of E-Auction service provider: www.eauctions.co.in; Service Provider: Linkstar Infosys Pvt. Ltd., 9-C, Vardan Exclusive, Near Vittahalbhai Patel colony, Near Lakhudi Talavadi, Navrangpura, Ahmedabad – 380014; Contact person: Mr. Jinesh Jariwala, Email id: admin@eauctions.co.in; Phone No. +917926566588.
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, Hon’ble National Company Law Tribunal (NCLT), and in accordance with the provisions of applicable laws. The Liquidator shall exercise all rights with respect to the 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 compliance with provisions of IBC, so as to enable the sale of the assets.
8. The Annexures to this Auction Process Document shall form an integral part hereof and this Auction Process Document shall always be read in conjunction with the Annexures appended hereto.
9. The title document relating to the properties shall be available on request to be made to the Liquidator by email at rudrani.liq@gmail.com

B. KEY DEFINITIONS

“Adjudicating Authority” or **“NCLT”** shall mean the Hon’ble Mumbai Bench of the National Company Law Tribunal.

“Applicable Laws” shall mean all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations

thereto, judgments, decrees, injunctions, writs, and orders of any court, arbitrator, or governmental agency, or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to IBC, Liquidation Process 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 Auction Process Document or thereafter and each as amended from time to time.

“E-Auction Agency” or **“E-Auction Service Provider”** or **“Linkstar”** means Linkstar Infosys Private Limited.

“Bid” means, any bid submitted by the Bidder(s) as required in terms of this Auction Process Document and in accordance with the provisions of IBC read with the Liquidation Process Regulations and any other 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 a majority of the directors on the board of another company or the ability of a company to direct or cause the direction of the management and policies of another company, whether by operation of law or by contract or otherwise.

“E-Auction Process Participant” or **“E-Auction Process Applicant”** or **“E-Auction Participant”** or **“Bidder”** shall mean, a person or persons who has submitted a bid as per the Auction Process Document; and shall include an Eligible Bidder or the Successful Bidder, as the case may be, and as the context requires.

“Auction Process Document” means this document including all the annexures and appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of IBC and shall include all 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.

“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” includes an individual, a Hindu undivided family, a company, a trust, a partnership, a limited liability partnership, and any other entity established under a statute and also includes a person resident outside India.

“Seller” shall mean Mr. Sachin Shrinivas Bhattad acting as Liquidator of the company under the supervision of Hon’ble NCLT.

“Successful Bidder” or **“Successful E-Auction Process Participant”** or **“Successful E-Auction Process Applicant”** means, the Bidder whose bid is approved and who is declared successful by the Liquidator.

C. INTRODUCTION

1. The Company’s Liquidation Process has been initiated under the provisions of IBC and the Liquidation Process Regulations by an order of the Hon’ble NCLT, Mumbai Bench, with effect from 27th January 2023 (order received by the Liquidator on 1st February 2023). Further, as per the order dated 27.01.2023, Mr. Sachin Shrinivas Bhattad has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the company as a going concern with all its assets and properties comprising the liquidation estate of the company through an E-Auction of Land & Building, Plant & Machinery, Furniture & Office equipment , in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under 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 Auction Process Document. The liabilities of the Company would be settled by the Liquidator as per the provisions of the IBC, 2016 and the buyer under the auction process would not be responsible for any claim(s) arising from the liability holders/creditors.
3. The E-Auction would be conducted in the manner specified in Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications, or the like, issued pursuant to or under

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 Auction Process Document.

4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications, or the like, issued pursuant to or under IBC or the Liquidation Process Regulations, as the case may be.

D. OVERVIEW OF THE COMPANY / BRIEF BACKGROUND:

Rudrani Health Care Services Limited is a Private Limited Company incorporated on 14th November 2008. Its registered office is situated at 267/3 Anandmayee Marg, Udgir, Maharashtra 413517. Rudrani Health Care Services Limited, formed under the guidance of Dr. Archana Patil in association with 12 other renowned practicing medical consultants, has helped set up a very modern, super specialty tertiary care hospital by the name of Lifecare Hospital & Research Centre to provide rural healthcare services for the needy.

It is a 300-bed hospital, which is a state-of-the-art hospital at Udgir Taluka, Dist. Latur, Maharashtra. It is situated about 65 km from Latur city on the west side and 85 km from Bidar on its northwest side. The nearest airports are Latur and Nanded (120 km) and the international airport at Hyderabad (220 km). The hospital is in good condition but presently working with skeleton staff and only the OPD & Diagnostic sections are working. The hospital, when successfully run, can cater to the local population of three states namely, Maharashtra (Marathwada division), Karnataka, and Telangana. The objective was to set up a modern, super specialty tertiary care hospital with state-of-the-art facilities to provide rural healthcare services.

The hospital is spread over an area of about 8.5 acres. The building has provisions for rainwater harvesting and water recycling along with biogas for energy. The hospital has 1) Modernized ICU's with 50 beds 2) IVF Centre 3) Emergency Trauma Care & Cardiology Centre 4) 5 most advanced OT's for regular to most complex surgeries 5) Well-equipped Radiology and Imaging Centre 6) Oncology department 7) Pathology & Laboratory medicine 8) Blood Bank 9) Physiotherapy & Rehabilitation 10) Endoscopy 11) Day Care 12) Dialysis Centre 13) Pharmacy 14) Ambulance 15) Orthopedics 16) IVF 17)

Gynaecology 18) Emergency & trauma care (12 beds) 19) Ophthalmology 20) Urology 21) ENT 22) Dentistry etc.

The company is non-operational and is currently undergoing a liquidation process by order of NCLT, Mumbai Bench dated 27th January 2023.

E. ELIGIBILITY

An E-Auction Process Applicant shall not be eligible to submit a bid for the 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 29A 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 undischarged 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 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 a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 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: 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 the bid form. 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, 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 a such person or of whom such person is a promoter, classified as a 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 for two years or more under any Act specified under the Twelfth Schedule; or for seven years or more under any law for the time being in force.

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 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 Bidder 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 Bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction.

- h. has executed an enforceable guarantee in favors 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. has been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j. has a connected person not eligible under clauses (a) to (i)

Explanation 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 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 Explanation I 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 the 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 BY THE BIDDER

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 Process Applicant / Bidder, proof of identification, current address proof, PAN card, valid email ID, landline, and/or 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. Declaration as per the format prescribed in **Annexure III**

Please note that the Bidder(s) will gain access to documentation, and additional information required for due diligence only after due submission of the required documents. Further, it should be noted that at any stage of the E-Auction process, the Liquidator may ask for any documents from the prospective Bidder(s) to evaluate their eligibility and capability. The Liquidator, at his discretion, may disqualify the prospective Bidder(s) for non-submission of the requested documents or for any other reason.

The Bidder will be notified to participate in the E-Auction for the property (ies)/asset(s) and such Bidder shall hereinafter be referred to as “Eligible Bidder”.

G. EARNEST MONEY DEPOSIT

Submission of Earnest Money Deposit (“EMD”)

All the E-Auction Process Applicants shall mandatorily provide an EMD as per the table below, along with the EOI in order to participate in the bidding process.

Land & Building, Plant & Machinery, Furniture & Office equipment	Rs. 1,00,00,000 (Rupees One Crore Only)
------------------------------------------------------------------	-----------------------------------------

The EMD shall be non-interest bearing and can be submitted by way of RTGS into the liquidation bank account of the Company.

The EMD shall mandatorily be provided at least up to two days before the date of auction i.e., on or before 03rd October 2023. Non-submission of EMD up to such date shall render the Bidder ineligible to participate in the E-Auction Process.

The said EMD shall not bear any interest and the impact of any losses on account of foreign exchange fluctuation, if any, shall be borne by Bidder without any recourse to Liquidator/Corporate Debtor.

The following shall be beneficiary bank details for any remittance towards EMD:

Account name	Rudrani Health Care Services Limited
Account number	054020110000102
Bank & Branch	Bank of India, Pune LCB
IFSC Code	BKID000MPST

The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder or its associate, as the case may be in compliance with the conditions mentioned above. The Bidder shall preserve the remittance challan and shall produce the same in front of the Liquidator as and when demanded.

It may be noted that the Bidder(s) may request the Liquidator for submission of the Earnest Money through its Associate or Associate Company. On approval of the Liquidator, such payment of the Earnest Money Deposit by an Associate or Associate Company of the Bidder shall be made and the same shall be accompanied by a letter in the format set out in Format prescribed in **Annexure II** (EMD by an Associate / Associate Company). Such an Associate or Associate Company must also be eligible to be a Bidder as per the requirements specified in this Auction Process 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.

All the payments to be made by the Bidder under the E-Auction shall be intimated to the Liquidator at the process-specific email id - rudrani.liq@gmail.com on an immediate basis.

It is hereby clarified that non-submission of the EMD along with the EOI, by the Bidder(s), shall render the said Bidder ineligible to participate further in the process and the EOI submitted by the said Bidder shall be futile and liable to be disqualified/rejected.

Encashment, Refund, and Forfeiture of EMD from the Bidder

In case of the Bidder whose bid is approved and who is declared as the successful Bidder by the Liquidator, the EMD provided by such Bidder shall be adjusted towards total sale consideration as per its Bid, and the balance consideration shall be paid by the Successful Bidder as per the terms of its Bid.

The EMD shall be returned/refunded to the unsuccessful Bidder within 15 (Fifteen) days from the date of declaration of Successful Bidder and/or within 15 (Fifteen) days to all the Bidder(s) where the auction fails.

It is to be noted that the EMD furnished shall be liable to be forfeited, upon the occurrence of any of the following events:

- i. if there is a breach of any of the conditions under this Process Document by the Bidder or in case the Bidder is found to have made any misrepresentation.
- ii. if the Bidder is found to be ineligible to submit the Bid 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).
- iii. if the Successful Bidder fails to make the complete sale consideration as per the terms of the Letter of Intent issued by the Liquidator and the Bid submitted by the Successful Bidder.

The forfeiture shall be without prejudice to the other rights and remedies of the Liquidator/Corporate Debtor available in law for the time being in force.

H. PHYSICAL VERIFICATION AND SITE VISIT

Prospective Bidder(s) 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 Prospective Bidder(s) in advance. The Liquidator reserves the right not to arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Bidder. The Liquidator may coordinate a site visit for Prospective Bidder(s) at any time prior to the closure of the E-Auction process, following a request for such a visit by the Bidder(s). The Liquidator shall communicate, in advance, to such 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 Bidder.

I. DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduct of due diligence by the interested Bidder(s). 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 the transfer of any title, except the title which the Company had on its assets as on date of transfer. All

local taxes/maintenance fees/electricity/water charges/ stamp duties/any statutory or other dues etc., outstanding as on a date or yet to fall due in respect of the relevant asset should be ascertained by the E-Auction Process Applicant on its own and would be borne by the Successful Bidder.

J. ASSETS TO BE AUCTIONED AND RESERVE PRICES

Basic Description of Assets and Properties for Sale:

The assets of the Company shall be sold in two blocks i.e., (i) Land and Building along with Plant and Machinery and (ii) Plant and Machinery, in accordance with Regulation 32 of the IBBI (Liquidation Process) Regulations, 2016. The details of the blocks of assets are provided as under:

Asset	Reserve Price (INR)	EMD (Earnest Deposit Money)	Incremental Value
Land & Building, Plant & Machinery, Furniture & Office equipment	Rs.15,34,92,375/- (Rupees Fifteen Crores Thirty-Four Lakhs Ninety-Two Thousand Three Hundred and Seventy-Five Only)	1,00,00,000/- (Rupees One Crore Only)	1,00,000/- (Rupees One Lakh Only)

Details of the assets and location:

Land & Building, Plant & Machinery, Furniture & Office equipment - Freehold land of 22990.06 sqm located at 267/3, Anandmayee Marg, Kaulkhed Road, Village Kaulkhed, Taluka Udgir, District Latur, Maharashtra 413517 with “Life Care Multi Specialty Hospital”, a 300 bedded hospital built thereon having a built-up area of 17338.92 sqm. Plant and machinery include medical machinery and equipment, elevator, fire-fighting system, central air conditioning system, canteen & laundry system, office equipment and furniture, etc. A detailed list has been provided in **Annexure IV**.

The Prospective Bidders must note that certain machinery and equipments do not belong to the Corporate Debtor, even though lying at the hospital site. Such machinery and equipment must be excluded by the Bidders. The list is as under:

- a) Philips Brilliance 16 Slice CT Scanner
- b) Fujitsu General Split AC Non-Inverter (2 qty)

- c) R.O. Water Plant
- d) Empty Cylinder – 50
- e) BPL Oxygen Concentrat
- f) LS19/31ID LLOYD AC 1.5TON
- g) BTS Semi-Automatic Analyzer
- h) one unit of 5-part differential analyzer model H-560
- i) one unit of fully automated biochemistry analyzer model EM-200

It is also to be noted that the Bidder(s) cannot place a bid at a value below the reserve price. Further, the Bidder(s) can increase their bid by a minimum incremental amount of Rs. 1,00,000/- or in multiples thereof for Block A and Rs. 12,000/- or in multiples thereof for Block B respectively.

K. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator, at the end of the E-Auction phase, shall declare the Successful Bidder for the assets. The Successful Bidder shall be determined on the basis of the highest bid received for the assets by the Liquidator via the E-Auction process. In case of any dispute/discrepancy, the Liquidator shall assess the E-Auction documents and declare the Successful Bidder offering maximum value for the auctioned assets. This right to select and declare the Successful Bidder shall solely rest with the Liquidator at all times. In case of any default of any terms & conditions of the E-Auction process including default in payment by the Successful Bidder, the Liquidator may declare the next highest Bidder as the Successful Bidder or put to re-auction.

The Successful Bidder, within defined timelines, shall be required to execute a Letter of Intent (LOI) provided by the Liquidator within 24 hours of its issuance. Upon acceptance of the LOI, the Successful Bidder shall be required to pay Rs. 15% of the bid amount within 48 hours of such acceptance, and the balance amount shall be payable within 30 days from the acceptance of the LOI. Upon receipt of the entire consideration and execution of the LOI, a sale certificate and/or conveyance document and/or sale deed and/ or transfer documents and/or Lease deed, etc. for the relevant asset/assets shall be issued/executed between the Successful Bidder and the seller.

In case of a stay of proceedings by the competent authority, the E-Auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation, or cost for such postponement or cancellation.

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 Auction Process 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 beneficiary may forfeit any money received, without prejudice to any other right or remedy that may be available to the Liquidator under this Auction Process 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 the 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 or associate 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 or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidder(s).

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 the conduct of diligence/site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.

M. COSTS, EXPENSES, AND TAX IMPLICATIONS

The E-Auction Process Applicant/Bidder 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 E-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 reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction Process.

It is to be noted that all taxes applicable (including stamp duty implications and registration/transfer charges) on sale 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 asset (s)/property (ies) in his / her/its name
- iii. The payment of all statutory / non-statutory dues, taxes, rates, assessments, charges, fees, maintenance, utility bills etc. owed by the company to anybody in respect of the Asset(s)/Property(ies) shall be sole responsibility of Successful Bidder.
- iv. The successful Bidder has to bear the cess or other applicable taxes i.e., Goods and Service Tax (GST), TDS, TCS etc.
- v. The Successful Bidder will bear all expenses for removal of asset(s), delivery including loading, unloading, transport, weighment, labour, manpower charges etc.
- vi. The Successful Bidder will be responsible for any damage to assets/properties of the company during the process of removal, delivery of asset(s) and will make good the cost of damage to the company. The amount of damage decided by the Liquidator will be final.

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 over and above the bid amount.

The E-Auction Process Applicant shall be responsible for fully satisfying the requirements of 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.

It is expressly stipulated that there are no implied obligations on the part of the Liquidator, and it shall be solely the obligation of the Successful Bidder, at his cost, to do all acts, things, and deeds whatsoever for the completion of the sale. The entire responsibility for completion of all procedures, formalities, compliances, approvals etc. required for completion of the sale shall be that of the Successful Bidder

N. GOVERNING LAW AND JURISDICTION

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

O. TIMETABLE

Sl. No.	Event	Timeline
1	Public Announcement of Auction	08 th September 2023
2	Opening of E-Auction Portal and this Auction Process Document made available on websites as per terms and conditions	08 th September 2023

3	Documents submission, KYC declaration, Due diligence	From 08 th September 2023 until 30 th September 2023
4	Site Visits, Discussion Meeting	From 08 th September 2023 until 30 th September 2023
5	Submission of EMD	From 08 th September 2023 until 03 rd October 2023
6	E-Auction	06 th October 2023, 10:30 am to 04: 30 pm
7	Announcement of successful Bidder/ Acceptance of bid price by the Liquidator/Issuance of LOI	07 th October 2023
8	Signing the Letter of Intent (LoI)	From 07 th October 2023 to 09 th October 2023
9	Payment of 15% of the sale consideration	Within 48 hours of acceptance of LOI i.e., on or before 11 th October 2023
10	Payment of consideration by the successful Bidder	Balance consideration on or before 30 days from acceptance of LOI by the Bidder. The Liquidator may give additional time under such conditions as he may deem fit and at his discretion. But he is not under the obligation to do so.

**While the timeline for submission of bid documents extends from 08th September 2023 to 22nd September 2023, please note that access to documentation, and additional information will be granted only once the Bidder submits the necessary documents.*

Note - The timetable may be amended by the Liquidator through the issuance of an addendum to the Auction Process Document.

The timeline for payment of final sale consideration may also be extended at the sole discretion of the Liquidator, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit the money already received, if any, and call for a re-auction.

The consideration shall be paid in the account of the company as provided under:

Account name	Rudrani Health Care Services Limited
Account number	054020110000102
Bank & Branch	Bank of India, Pune LCB
IFSC Code	BKID000MPST

All the payments made by the Bidder under the auction shall be intimated to the Liquidator at rudrani.liq@gmail.com on an immediate basis.

P. TERMS AND CONDITIONS OF E-AUCTION

In addition, the 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 “Online”. The auction will be conducted through the service provider Linkstar Infosys Private Limited on the web portal www.eauctions.co.in. The Auction Process Document containing the declaration and general terms and conditions of an online auction is available on websites – www.stresscredit.com and www.eauctions.co.in
2. Interested Bidder(s) can register online, bid, and receive confirmation of their bid by electronic means. The requisition of additional information, if any, be sent to E-mail ID: rudrani.liq@gmail.com
3. Any asset lying at any premises/property of the company and not part of Liquidation Estate shall not be covered in any Block under this document and

will not be available for sale/transfer. The details of such assets are provided as follows:

- a) Philips Brilliance 16 Slice CT Scanner
- b) Fujitsu General Split AC Non-Inverter (2 qty)
- c) R.O. Water Plant
- d) Empty Cylinder – 50
- e) BPL Oxygen Concentrat
- f) LS19/31ID LLOYD AC 1.5TON
- g) BTS Semi-Automatic Analyzer
- h) one unit of 5-part differential analyzer model H-560
- i) one unit of fully automated biochemistry analyzer model EM-200

Hence, the above assets shall not be available for sale.

4. The Prospective Bidder(s) 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 Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property/asset is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. The Liquidator shall not be responsible in any way for any third-party claims/ rights/ dues.
5. The information in respect of the property/asset has been stated to the best of knowledge of the Liquidator, however, he shall not be responsible for any error, misstatement, or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity, or adequacy or otherwise of any information pertaining to the asset nor does he provide any guarantee or warranty as to the ownership of property/asset or the conditions of the asset or its quality for any specific purpose or use.
6. The Prospective Bidder(s) should submit a Request Letter for participation in the E-Auction, self-attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport/Aadhar Card 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 Liquidator by 22nd September 2023 via email on rudrani.liq@gmail.com

7. Name of the Eligible Bidder(s) will be identified and conveyed by Liquidator to participate in the online auction on the portal www.eauctions.co.in. The E-Auction Agency will provide a User ID & Password to the Bidder(s) after due verification of KYC of the Bidder(s).
8. It is the responsibility of the interested Bidder(s) to inspect and satisfy themselves about the property/asset before submission of the bid.
9. The Liquidator has the right to demand documents from the Bidder for the process and in case the documents are not provided, the Liquidator may disqualify the bid.
10. The E-Auction/bidding of the assets of “*Rudrani Health Care Limited*” would be conducted exactly on the scheduled date & time as mentioned against the property/asset by way of inter-se bidding amongst the Bidders. The Bidder may improve their bid by a minimum incremental amount as given in the table below for respective blocks or in multiples of these amounts.

Block No.	Minimum Incremental amount or in multiples of this amount
Land & Building, Plant & Machinery, Furniture & Office equipment	Rs. 1,00,000/-

11. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The successful Bidder shall have to deposit 15% of the sale price within 48 hours of acceptance of the LOI through NEFT/RTGS and the balance on or before 30 days from acceptance of LOI through NEFT/RTGS. Default in depositing the amount by the successful Bidder would entail the forfeiture of the entire amount already deposited. The Liquidator may give additional time at such conditions as he may deem fit and at his discretion. But he is not under the obligation to do so.
12. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty, transfer charges, registration charges, fees, taxes, GST, etc., and all the statutory/non-statutory dues, taxes, rates, assessment charges, fees, maintenance, utility bills, etc. owing to anybody.
13. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) (even if the Bid is above the Reserve Price) or adjourn/postpone/ cancel the E-Auction or withdraw any

property/asset or portion thereof from the auction proceedings at any stage without assigning any reason there for.

14. The sale certificate and/or conveyance document and/or sale deed and/ or transfer documents and/or Lease deed etc., will be issued and such relevant document as applicable will be 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).
15. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions, and regulations thereunder.
16. The interested Bidder(s) may give offers either for one or more than one asset block, as applicable.
17. The decision of the Liquidator on the declaration of Successful Bidder shall be final and binding on all the Bidders.

Sd/-

Sachin Shrinivas Bhattad

Reg. No. IBBI/IPA-001/IP-P00680/2017-2018/11159

Liquidator of Rudrani Health Care Services Limited (In Liquidation)

Date: 08/09/2023

Mr. Sachin Shrinivas Bhattad has been granted a certificate of registration to act as an Insolvency Professional (IP) by the Insolvency and Bankruptcy Board of India. His registration no. is IBBI/IPA-001/IP-P00680/2017-2018/11159. The affairs and assets of Rudrani Health Care Services Limited (in Liquidation) are being managed by the Liquidator, Mr. Sachin Shrinivas Bhattad, who only acts as an agent on behalf of Rudrani Health Care Services Limited without any type of personal liability.

ANNEXURE I

AFFIDAVIT AND UNDERTAKING

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

Date:

To

Mr. Sachin Shrinivas Bhattad, Liquidator,

Rudrani Health Care Services Limited (In Liquidation)

Having its registered address at – Flat No. 1A, 1st Floor, Vijay Towers, 139, Railway Lines, Solapur, Maharashtra – 413001.

Sub: Disclosure and Undertaking on eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016.

Dear Sir,

- A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”), as amended from time to time:

I have understood the provisions of section 29A of the Code. I confirm that neither *[insert name of Bidder]* nor any person acting jointly with *[insert name of Bidder]* or any person who is a promoter or in the management or control of *[insert name of Bidder]* or any person acting jointly with *[insert name of Bidder]*:

- 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 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 a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 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: 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 form. 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.
- d. has been convicted for any offence punishable with imprisonment for two years or more under any Act specified under the Twelfth Schedule; or for seven years or more under any law for the time being in force; 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 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 Bidder 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 Bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction.
 - h. has executed an enforceable 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. has been subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

j. has a connected person not eligible under clauses (a) to (i)

I, therefore, confirm that [insert name of Bidder] is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as amended to submit its bid for Rudrani Health Care Services Limited (In Liquidation).

- B. I undertake on behalf of *[insert name of Bidder]*, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the Regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) Regulations, 2016, shall be engaged in the management and control of corporate debtor.
- C. I declare and undertake that in case the *[insert name of Bidder]* becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.
- D. I also further undertake that my winning bid amount will remain binding unless rejected by the Liquidator.
- E. I confirm that the said declaration and disclosure is true and correct.
- F. I am duly authorized to submit this declaration by virtue of *[mention your relationship with the Bidder and attach proof of authority]*

(DEPONENT)

VERIFICATION

I, 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

EARNEST MONEY DEPOSIT BY AN ASSOCIATE/ ASSOCIATE COMPANY

Date:

To

Mr. Sachin Shrinivas Bhattad, Liquidator,
Rudrani Health Care Services Limited (In Liquidation)
[Insert name of the Bidder with address]

Sub: Payment of the Earnest Money Deposit on behalf of *[name of the Bidder]* in relation to the auction of assets of Rudrani Health Care Services Limited (in liquidation).

Dear Sir,

In light of the bid for Rudrani Health Care Services Limited (in liquidation) submitted by *[Insert name of the Bidder with address]* ("Bidder") in accordance with and subject to the provisions of the E-Auction Process Document dated 08th September 2023 in relation to the captioned transaction ("Process Document"), issued by the Liquidator, *[Insert name and address of the Associate Company and address of the head office]* hereby declares and confirms it is [an / the] *[Insert relationship of the Associate Company with the Bidder]* of the Bidder ("Associate Company"), and the payment of the Earnest Money Deposit vide *[Insert mode of payment]* ("Payment") is on behalf of the Bidder.

The Associate Company acknowledges that such amounts paid as Earnest Money Deposit shall be subject to the terms of the Process Document and hereby waives any right to claim any refund or adjustment of the amounts of such payment except in accordance with the terms of the Process Document. The Associate Company acknowledges that they are eligible to be a Bidder as per the requirements specified in this Process Document.

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with Applicable Law. Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Document.

Thanking You,

Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Associate Company]

Rubber stamp/seal of the Associate Company

ACKNOWLEDGMENT

We hereby acknowledge and confirm the statements set out above by the Associate Company.

Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Bidder]

Rubber stamp/seal of the Bidder

ANNEXURE III

DECLARATION BY BIDDER

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

Date:

To

Mr. Sachin Shrinivas Bhattad

The Liquidator

Rudrani Health Care Services Limited (In Liquidation)

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / we have read the entire terms and conditions for the sale of assets as specified in the Auction Process Document and have understood them fully. I / We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-Auction process.
2. I / We further 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, 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.
3. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies)/asset(s) 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 fulfill any / all the terms and conditions of the auction and offer letter, any monies paid by me / us 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 the amount already received, if any, call for re-auction.

4. I / We confirm that our participation in the E-Auction process, submission of bid or acquisition of the property(ies) /asset(s) pursuant to the provisions of the Auction Process 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.
5. 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.
6. I/We also 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(ies) /asset(s) being offered for sale.
7. I/We confirm that the Seller/Liquidator/ company and their employees, associates, consultants etc., shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-Auction portal due to any unforeseen circumstances before or during the auction event.
8. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with STAMP)

Name:

Address:

Email:

Mobile:

ANNEXURE IV

LIST OF PLANT & MACHINERY, FURNITURE & OFFICE EQUIPMENT

Sr. No.	Description	Qty
1	Patient bed	165
2	Patient bed (Electrical)	35
3	Examination Bed	11
4	Patient Monitor	43
5	Syringe Pump	37
6	Infusion Pump	8
7	Ventilators	12
8	BIPAP	5
9	ECG machine	4
10	Crash cart trolley	11
11	Medicine/dressin trolley	17
12	Suction Machine(elect/manual)	7
13	IV stand	81
14	Nebulizer	5
15	Fridge	8
16	Weight Machine	9
17	GYNAC bed	4
18	Defibrillator	3
19	OT Table	6
20	OT light	5
21	Cautery Machine	3
22	Warmer	14
23	Phototherapy	10
24	Anesthesia Machine	3
25	Manman Drill	2
26	Bedside locker	80
27	X-ray machine	3
28	USG Machine	2
29	Opg Machine	1
30	2D Eco Machine	1
31	Cathlab Machine	1

32	Dialysis Machine	5
33	Sofa	41
34	Central Air conditioners	4
35	Split Air conditioners	31
36	Television	9
37	Steel chairs - 3-Seater	40
38	Steel chairs - 4-Seater	30
39	Steel chairs - 2-Seater	25
40	Table	12
41	Dining table	1
42	Pendant	69
43	Mammography Machine- Make allengers	1
44	Steel Cabinet	1
45	Phaco Machine	3
46	Vision Check machine	11
47	Ophthalmic microscope	2
48	Dental Machine	1
49	Compressor	1
50	Dental Equipments	1
51	Currency counter	1
52	Reception desk	2
53	MRI Printer - Make Drystar	1
54	X Ray printer CR30- XM	1
55	X Ray printer AGFA - Drystar	1
56	Biochemistry machine - Blood, urine, sugar	1
57	Lab machine	3
58	Treadmill - Allengers make	1
59	Physiotherapy equipments	Lot
60	Aquele 5 (Automatic blood testing machine)	1
61	Hot air oven	2
62	Hot air oven	1
63	Autoclave	2
64	Siemens -ADVIA Centaur CP Immonausus	1
65	Siemens - Rapid Lap	1

66	Siemens - Microscan Auto scan	1
67	Siemens X Panel Plus	1
68	Sysmenx -XP-100	1
69	Automatic Centrifuge Machine-Remise	2
70	ABG Machine	2
71	Microscope	2
72	Androspin	1
73	Laminar Air flow	1
74	Needle breaking machine	1
75	O2 Concentrate	1
76	O2 Cylinder	40
77	Tool Kit	1
78	Heart Lung machine - Make Maquet	1
79	Surgeon Chair	2
80	Computer	6
81	Computer monitor	40
82	CPU	40
83	Large Servers	2
84	Printer	8
85	Scope	3
86	C Arm Machine Multimobile 5E	1
87	C ARM -Zeid Germany	1
88	C Arm Machine - Siemens	1
89	Opto SM1 Machine	1
90	Cautery Machine (OT)	2
91	Autoclave	2
92	OT Instruments	1
93	Canteen Tables	14
94	Burner	3
95	Idli Maker	1
96	Chimney	1
97	Freezer	2
98	Grinder	5
99	Steel table	2

100	Oven	1
101	Big Burners	3
102	Boiler	3
103	Chapati maker	1
104	Potato peeler	1
105	Burner	2
106	Chimney	1
107	Fridge	1
108	Benmery (Hotpot)	1
109	Insect killer	3
110	Ceiling fan	8
111	Television	1
112	Steel table (Canteen)	5
113	Crashcart trolley	10
114	Instrument trolley	5
115	Dressing / Medicine trolley	17
116	Bedside lockers	73
117	Bedside trolley	14
118	Miscellaneous medical equipment like BP apparatus, Stethoscope, Defibrillator, Laryngoscope, Medical tools, etc.	Lot
119	Lift motor 15 KW	1
120	Chiller - Paharpur	1
121	D.G. Set 500KVA	1
122	D.G. Set 250KVA	1
123	Transformer	1
124	STP Plant	1
125	Electrical Installations	Lot

ANNEXURE V

TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE

In addition, the following terms and conditions apply:

1. Intending Bidder(s) shall have a valid e-mail ID, valid PAN Card, and KYC document to register with the E-Auction Service Provider.
2. Intending Bidder(s) must register with the E-Auction service provider.
3. Only upon verification of the Bid documents, the Eligible Bidder(s) will be permitted to access the platform for bidding for a particular property/asset.
4. The Bidder(s) shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidder(s) are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidder(s) 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. Bidder(s) are advised to change the password immediately upon receipt thereof.
7. The Affidavit and Declaration as per the formats set out in **Annexures I and III** must be executed in accordance with applicable law and it must be 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 the case of the 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 the aforementioned documents are required to be:
 - i. submitted via email to rudrani.liq@gmail.com on or before 22nd September 2023; or

- ii. submitted in hard copies in a sealed envelope such that they reach the below address on or before 22nd September 2023:

Mr. Sachin Shrinivas Bhattad

Liquidator of Rudrani Health Care Services Limited,

Flat No. 1A, 1st Floor, Vijay Towers, 139, Railway Lines, Solapur, Maharashtra – 413001; or

- iii. submitted/uploaded on the E-Auction platform, on or before 22nd September 2023
9. 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.
 10. The highest bid on the auction shall supersede all the previous bids of the respective Bidder(s). The Bidder with the highest offer/ bid does not get any right to demand acceptance of his bid.
 11. After the conclusion of the E-Auction for each property/asset, a message shall be generated automatically by the portal, of the outcome of the E-Auction. A separate intimation shall also be sent by the Liquidator to the Successful Bidder. The date of sending the e-mail will be considered as the date of receipt of the intimation i.e., date of intimation.
 12. Bidder(s) may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at Bidder's end. To avoid losing out on bidding because of the above-mentioned reasons, it is advised not to wait until the last moment.

PHOTOGRAPHS



267/3, Anandmayee Marg,, Venkatesh Nagar, Udgir, Maharashtra
413517, India

Latitude

18.38722674°

Local 01:38:34 PM

GMT 08:08:34 AM

Longitude

77.13814935°

Altitude 558.58 meters

Thursday, 03.30.2023



267/3, Anandmayee Marg,, Venkatesh Nagar, Udgir,
Maharashtra 413517, India

Latitude

18.38659392°

Local 01:31:32 PM

GMT 08:01:32 AM

Longitude

77.13786542°

Altitude 537.08 meters

Thursday, 03.30.2023



























