

E- AUCTION PROCESS INFORMATION DOCUMENT

Invitation for Bids for eAuction of Properties given below of **M/s. Hallmark Living Space Pvt. Ltd. (“Under liquidation”)** situated at “EMERALD SITE” (Property/Asset) under the provisions of The Insolvency and Bankruptcy Code, 2016 (“Code”) by an Order of Honorable National Company Law Tribunal (“NCLT”) **dated 17th August, 2018.**

Date of Paper Announcement

26th February, 2020 & 28th February, 2020

Date of E- Auction

24th March, 2020

(With unlimited extensions of 5 minutes each)

Online e-Auction portal <http://ncltauction.auctiontiger.net>.

ISSUED BY -

S.Dhanapal

Liquidator

Suite No.103, First Floor, Kaveri Complex,
96/104, Nungambakkam High Road,
(Next to NABARD & ICICI Bank),
Nungambakkam, Chennai – 600034.

Tel.No:044-45530256/0257

Email ID – csdhanapal.ibc@gmail.com

IBBI Reg. No.: IBBI/IPA-002/IP-N00060/ 2017-18/10112

S. Dhanapal is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-002/IP-N00060/ 2017-18/10112. S. Dhanapal has been appointed as Liquidator of Hallmark Living Space Private Limited (Under Liquidation) by Hon'ble National Company Law Tribunal (NCLT) Chennai Bench vide order dated **17.08.2018** to manage, protect, sell and liquidate the property, Assets, business and others affairs of Hallmark Living Space Private Limited (Under Liquidation).

S.Dhanapal

Suite No.103, First Floor, Kaveri
Complex,

96/104, Nungambakkam High Road,
(Next to NABARD & ICICI Bank),
Nungambakkam, Chennai – 600034.

Tel.No:044-45530256/0257

Email ID – csdhanapal.ibc@gmail.com

Notes:

1. This E- Auction Process Information Document is issued only for the Interested Bidders subject to and in addition to the terms specified in the public eAuction sale notice dated **26.02.2020 & 28.02.2020.**
2. Terms and conditions, deadlines etc. for participating in the Electronic Auction are provided in the E- Auction Process Information Document as well as in the public eAuction sale notice dated **26.02.2020 & 28.02.2020.**

3. The timelines, notifications, updates, if any and other details for e-auction process are available on the website <http://www.hallmarklivingspace.co.in> and <http://ncltauction.auctiontiger.net>;
4. Bidders desirous to submit their bid have to submit their Bid form(s) to the Liquidator as per details provided and on e-Auction portal <http://ncltauction.auctiontiger.net>.

DISCLAIMER

1. This E-Auction Process Information document is issued by **S.DHANAPAL**, the Liquidator appointed by the Honorable NCLT, Chennai Bench, in the matter of liquidation of **Hallmark Living Space Pvt. Ltd. (Under liquidation)** for specific information purposes and enforceable by Liquidator and binding on bidder.

2. The purpose of this document is to lay out the process for submitting E-Auction bids for the assets of **M/s. Hallmark Living Space Pvt Ltd. (Under liquidation) (the "Company" or "HLSPL")** in accordance with the Insolvency and Bankruptcy Code, 2016 ('IBC') and The Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ('IBC') as amended from time to time.

3. This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials / information relating to the E-Auction Process Information Document should be construed or taken as legal, financial, accounting, regulatory, tax assurance and advice for any other purpose by the Liquidator.

4. It is to be noted that no information provided in this E- Auction Process Information Document claims it to be comprehensive. Independent due diligence of the intended user of this document or the proposed bidder is hereby highly insisted.

5. This E-Auction Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the liquidator.

6. Neither the Liquidator nor any of his Partners, Legal Associates, Connected persons 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 E-Auction Process Information Document, including for the E- Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator whatsoever.

7. Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant (bidder) 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 of land including property laws in force that are or may be applicable to the applicant or the sale process or transaction and for obtaining requisite regulatory approvals whatsoever required in connection with the assets/properties of the company hereby e-auctioned.

8. It is to be noted and understood that by reading / procuring a copy of this E-Auction Process Information Document or participating in the e-auction process, the recipient/bidder accepts the terms of this disclaimer (forming an integral part of this E-Auction Process Information Document) and part of all other terms and conditions of this E-Auction Process Information Document and aware legally binding on the bidder in all respects and the sale will be done to the bidder subject to all these conditions.

9. Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with any person until the Liquidator gives his Written Permission.

10. The Property / Asset of the Company are proposed to be sold on **“As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse”** basis and the proposed sale of assets of the Company does not entail transfer of any other title except the title which the Company had/has on its assets at EMERALD site as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets/properties situated in the Emerald Project of the Company or its title or interest thereon which are purely the obligation and responsibilities of Bidder / Auction Participant to verify the legal validity and marketability and to get it confirmed by legal and other experts on valid, clear and marketable title to the properties of the company before participating in the e-Auction and the Liquidator shall not be in any manner responsible / liable whatsoever in relation to any encumbrances or issues in relation to title or ownership of any assets of the company namely land and buildings at Emerald site..

11. The Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.

12. This E-Auction Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document and shall get independent advice from appropriate sources/persons.

13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no responsibility for the accuracy or otherwise for any statement contained in the E-Auction Process Information Document.

14. *The purpose of this document is to set out the process for submitting auction bids only for the asset at Emerald site of M/s. Hallmark Living Space Pvt. Ltd. (Under liquidation) in accordance with the Insolvency and Bankruptcy Code, 2016 ('IBC'). This E-Auction Process Information Document is personal and specific to each auction process participant. Neither this E-Auction Process Information Document nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This E-Auction Process Information Document does not solicit any action based on the material contained herein.*

15. *The information in this E-Auction Process Information Document, which does not purport to be comprehensive, is provided by the Company and has not been independently verified by the Liquidator. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, the Company or by any of its officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this E-Auction Process Information Document or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed. In so far as the information contained in this E-Auction Process Information Document includes current or historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this E-Auction Process Information Document, the bidder / e-auction process participant shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator. This document has not been filed, registered or approved and will or may not be filed, registered, reviewed or approved by any statutory or regulatory authority in India or by any other bodies in India or any other jurisdiction. This E-Auction Process Information Document has not been approved, reviewed or recommended by any statutory/regulatory authority/ body.*

16. *This E-Auction Process Information Document and information contained herein or disclosed pursuant to the terms of this E-Auction Process Information Document or any part of it does not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without prior written approval from the Liquidator. Distributing or taking/sending/dispatching/transmitting this E-Auction Process Information Document in certain foreign jurisdictions may be restricted by law, and Persons into whose possession this E-Auction Process Information Document comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, employees, agents, representatives or managers of the process shall be liable for any damages, whether direct or indirect, incidental, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*

17. *The Liquidator has no responsibility towards the authenticity of the trademark registration of the brand / name 'Emerald / Hallmark Living Space Private Limited (Under Liquidation) (HLSPL)' and this document does not constitute advice on the same. Successful auction applicant (s) is/are advised to conduct their own legal diligence towards continuing with the same name. The Liquidator should not be held responsible for any sort of claim on the name*

Emerald / HLSPL by any constitution / party (including related party (ies)), Hallmark Living Space Private Limited (Under Liquidation). The Liquidator hereby excludes any warranty, express or implied by any party on the name Emerald / HLSPL. No responsibility is taken by the Liquidator regarding any implications on the future usage of the name Emerald / Hallmark Living Space Private Limited (Under Liquidation).

18. The Liquidator and/or the Company give no undertaking to provide the recipient with access to any additional information or to update this E-Auction Process Information Document or any additional information, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any auction process applicant. The issue of this E-Auction Process Information Document shall not be deemed to be any form of commitment on the part of the Liquidator or the Company to proceed with any transaction.

In addition to the provisions set out in this E-Auction Process Information Document, the auction process applicant / bidder shall be responsible for fully satisfying the requirements of the I & B Code and related Regulations as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory or other approvals, if any, that are or may be required under applicable law and nothing contained in this E-Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the auction process applicant/ bidder from compliance with the IBC and related Regulations as well as any other law in force, and/ or any instrument having the force of law as may be applicable and nothing in this E-Auction Process Information Document shall be construed as, or operate either, wholly or in part, as exempting the auction process applicant/ bidder from complying with all such laws, as are or may be applicable.

19. No one including the Bidder /e-Auction Participant shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Information Document and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document, and the Liquidator, Company, and their advisors, affiliates, employees, agents, representatives or managers do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

20. In no circumstances shall the e-Auction Participant or its directors, officers, employees, agents and professional advisers make any contact, direct or indirect, by any mode whatsoever, with the management, employees, customers, agents or suppliers of the Company until the Liquidator specifically gives permission to do so in writing.

21. This E-Auction Process Information Document is neither transferable nor assignable.

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1. INFORMATION THAT MUST BE READ AND UNDERSTOOD AND AGREED BEFORE BIDDING

1.1 This E-Auction Process Information Document is issued for the purpose of carrying out electronic auction (**E-Auction**) of assets in the EMERALD Site of **M/s. Hallmark Living Space Pvt. Ltd. (Under Liquidation)** (the “**Company**” or “**HLSPL**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (**IBC**) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**) and in the context of public eAuction sale notice dated **26.02.2020 & 28.02.2020**.

1.2 The information provided in this E-Auction Process Information Document should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this e- Auction Process information Document and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall prevail and binding.

1.3 The information contained in this E-Auction Process Information Document or any other information subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Liquidator, is or deemed to be provided to Bidder(s) only subject to and only on such the terms and conditions set out in this E-Auction Process Information Document.

1.4 The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document.

1.5 The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever and in which case the Liquidator does not own any responsibilities in any form towards Bidder or any other person in relation to.

1.6 The Liquidator makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Information Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the E-Auction Process Information Document and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document or arising in any way from participation in this auction process.

1.7 The Liquidator also accepts no liability of any nature and in any form howsoever or whatsoever caused by, or arising from reliance of, any Bidder upon the statements contained in this E-Auction Process Information Document.

1.8. Each Bidder shall bear all its costs and charges associated with or relating to the preparation and submission of its bid and/or participation in the e-auction, including but not limited to 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.

1.9. E- Procurement Technologies Limited, A-801, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat, India. (E-Auction Service Provider”) has been appointed as the E-Auction Service Provider. The sale of the Assets and Property of the company shall be undertaken by the E-Auction Service Provider for and on behalf of the Liquidator 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	
Liquidator	S.DHANAPAL (Liquidator for M/s. Hallmark Living Space Pvt. Ltd.)	
Details of E-Auction service provider	E-Procurement Technologies Limited, A-801, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellisbridge, Ahmedabad – 380006, Gujarat, India. Contact person — Mr. Prabakaran.Mob:7010067800 E- Mail ID tamilnadu@auctiontiger.net https://ncltauction.auctiontiger.net	
	Format A	Format for letter for submission of EMD by Associate Company
	Annexure I	Affidavit and undertaking(to be duly signed by the Bidder and to be submitted)
	Annexure II	Bid form (to be duly filled in and signed by the Bidder and to be submitted)
Formats and Annexures	Annexure III	Declaration by the Bidder (to be duly signed by the Bidder and to be submitted along with the Bid form)
	Annexure IV	Technical Terms and Conditions of E-Auction
	Annexure V	Description of Property/Assets
ALL ANNEXURE SHALL BE FORMING PART AND PARCEL OF THIS DOCUMENT		
Special Instructions	Please note that this bidding is a serious matter and last minute bidding may lead to lapses. Neither the E-Auction Service Provider nor the Liquidator/representatives will be responsible for any lapses on part of the Bidders.	

1.10. All terms and conditions with respect to the sale of the Property shall be governed by the terms and instructions of the Liquidator appointed by Hon’ble National Company Law Tribunal (**NCLT**) and in accordance with the provisions of applicable laws. As mandated by the Hon’ble NCLT, the Liquidator shall exercise all rights with respect to sale of the Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons and to set up process as the Liquidator might think necessary, in consultation with Hon’ble NCLT if required, so as to enable the sale of the assets and Property under I & B Code 2016.

1.11. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-auction Process Information Document shall always be read in conjunction with the Annexures appended hereto as forming part of this main document.

1.12. The Photocopies of Title and other related documents to the Properties as available with the Liquidator shall be arranged on request to be made to the Liquidator at csdhanapal.abc@gmail.com upon bidder fulfils the requirements as provided herein.

2. KEY DEFINITIONS

“Adjudicating Authority” or **“NCLT”** shall mean the Hon’ble National Company Law Tribunal, Chennai Bench, Chennai;

“Applicable Laws” means, all applicable laws, 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, directions and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 2013 , Competition Act, 2002, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Indian Stamp Act, Registration Act Foreign Exchange Management Act, 1999 as applicable whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;

“Bid” means, any bid submitted by the Bidders as required in terms of and compliance with and subject to this E- Auction Process Information Document and in the context of public eAuction sale notice dated **26.02.2020 & 28.02.2020** and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“Control” shall mean a Person holding more than **26% (twenty six percent)** of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;

“E-Auction Process Participant” or **“Bidder”** means, Person or Persons who submitted a bid as per and in compliance with the E-Auction Process Information Document; and shall include an Eligible Bidder or the Successful Bidder, as the case may be, and as the context requires;

“E-Auction Process Information Document” means this document including all the annexures hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

“IBC” shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations, circulars, notifications, orders issued there under, as amended from time to time.

“Liquidation Process Regulations” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;

“Liquidator” means Mr. S. Dhanapal, insolvency professional appointed as a liquidator in accordance with Section 34 of the IBC for M/s. Hallmark Living Space Pvt Ltd (Under Liquidation) by the Order passed by the Honourable NCLT;

“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;

“Eligible Bidder(s)” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document read with Public eAuction notice and other terms and conditions of this document in the opinion of the Liquidator.

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

Capitalized terms used herein but not defined otherwise shall have meaning prescribed to them under the provisions of the IBC and the rules and regulations there under.

3. INTRODUCTION

3.1 The liquidation process for the Company has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an Order of the Honourable NCLT with effect from **17th August, 2018**. As per the said order, **S.Dhanapal** has been appointed as the **Liquidator**.

3.2 It is the endeavor of the Liquidator to sell the property/assets comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.

3.3. The E-Auction would be conducted in the manner specified in Schedule I as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the Honourable NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.

3.4 The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules,

regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

4. THE COMPANY AND IT'S ASSETS OVERVIEW

Brief background:

Hallmark Living Space Private Limited (Under Liquidation) is a Private Limited Company incorporated on 08th February, 2012 with Corporate Identification Number U45400TN2012PTC084362 and its registration number 084362. It is classified as a Non-Govt. Company and is registered with Registrar of Companies, Chennai. Its authorized share capital is Rs. 35, 00, 00,000/- and its paid up capital is Rs. 10, 00,000/-. It is involved in the business of construction of Buildings /Apartments and selling it to the Home Buyer].

Directors of Hallmark Living Space Private Limited (Under Liquidation) are (i) Mr. Anil Pathak (DIN 00758349), (ii) Ms. Aarthi Anand Jain (DIN 05227223) (iii) Mr. Anand Jain (DIN 01818530) (iv) Mr. Pulliattu Chandrasekharan nair Sasikumar (DIN 02291821) (v) Mr. Sureshkumar Heeralal (DIN 01758614).

Registered Office address is Suite A, No-43, Old No.62/2, United Plaza, Usman Road, T. Nagar, Chennai- 600017. Current status of Hallmark Living Space Private Limited is Under Liquidation.

Project Hallmark Emerald:

Hallmark Emerald is set amidst 7.62 acres of beautifully planned and elegantly landscaped terrain with semi finished Buildings to the extent of semi finished built up area of 8,98,137 sq. ft. approximately in Hallmark "Emerald" which is located on Chettipunniyam, GST Road NH45 before the Toll Gate and Chengalpattu, next to the RTO office and it is within walking distance of Paranur Railway Station and right opposite Mahindra World City. Construction by L&T (Larsen & Toubro). Details of property namely Land and Buildings and its extent are provided by the Liquidator only based on and relying upon the documents made available to the Liquidator and same need to be verified and ascertained by the bidder with help of experts independently and area specified herein is only indicative.

Current Status:

Commercial operations of the Company were discontinued on 1st April 2015. The Corporate Insolvency Resolution process for the Company was initiated under the provisions of the IBC by an order of the Honourable NCLT with effect from 26th September 2017. Subsequently the order for the Liquidation of M/s. Hallmark Living Space Private Limited (Under Liquidation) was passed by the Honourable National Company Law Tribunal, Chennai Bench on 17.08.2018.

5. ELIGIBILITY

A bidder / e-Auction process applicant shall not be eligible to submit a bid for purchase of property / assets of the Company if bidder fails to meet the eligibility criteria set out in

Section 29A of the IBC (as amended from time to time) and in terms of documents submitted herein below to ascertain eligibility of interested bidder or not fulfilling any of the requirements this document.

For the easy reference to the user of this document, the provision of Section 29 A of the IBC is reproduced below;

Quote;

[29A. Persons not eligible to be Resolution Applicant.

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 (10 of 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 (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 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 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 (18 of 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 a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under

this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

- i. is subject to any disability, corresponding to clauses (a) to (h), 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 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):

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 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 register 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.

Unquote

The Bidders / E-Auction Participants are required to refer to Section 29A and related provisions and its related amendments to determine their eligibility under the provisions of the Insolvency and Bankruptcy Code 2016 and if need be, to take appropriate advise from legal experts to understand their present legal position before submitting the details as required to the Liquidator.

6. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE E-AUCTION PARTICIPANT OR BIDDER;

The E-Auction Process Applicant or the Bidder needs to **submit the following forms, documents and authorizations**, as part of the e-Auction Proposal by the bidder(s), on or before **09.03.2020** to the Liquidator in order to ascertain the eligibility of the bidder by the Liquidator and intimate the same to the bidder as to their eligibility to submit Bid and be part of e-Auction process, however, the timeline can be extended by the Liquidator purely at his sole discretion with specific request from interested bidder, but in any case not later than **20.03.2020** (being the last date for submission of Bid form with its annexures and EMD proof as prescribed by eligible bidder):

1. *Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identification, Current Address-proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number and its charter/constitution documents and similar documents pertaining to all "connected persons" as defined in Section 29A of IBC as above;*
2. *Authorization to the Signatory (in case the bidder is a legal entity, a copy of board resolution needs to be provided);*
3. *Affidavit and Undertaking by the Bidder / 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. *Net worth Certificate from an Independent Chartered Accountant by Bidder obtained not earlier than 31st January 2020.*

Upon verification of above documents, an eligible Bidder alone will be permitted by the Liquidator to submit the duly filled, signed and stamped Bid Application Form attached vide Annexure II, and duly filled, signed and stamped Declaration by Bidders attached vide Annexure III and related enclosures.

Documents to be submitted by eligible bidders

As above, an eligible bidder shall submit the duly filled and signed Bid Application Form attached vide Annexure II, and the duly filled and signed Declaration by Bidders attached

vide Annexure III, along with proof of remittance of EMD amount to the tune of 10% of the Bid Value [whatever be the bid value, which shall not be in any case less than reserve price] as provided in this document for demonstration of the financial capabilities of the bidder on or before the closing office hours on 20th March, 2020.

Please note that, after due submission of the required documents as above, notwithstanding anything stated anywhere in the eAuction process related document, only the eligible bidders (who are permitted to bid by the Liquidator as above), will gain access to any information, documentation, additional information required for due diligence and permitted to get any sort of information from Liquidator. Notwithstanding anything stated anywhere in relation to e-auction, the site visit by a Bidder will be permitted by the Liquidator only upon satisfaction of eligibility criteria of Bidder by the Liquidator.

Further, it should be noted that at any stage of the E-Auction process, the liquidator may require for any documents from the prospective bidders to evaluate their eligibility other than documents stated herein above. The liquidator, at his discretion may disqualify the prospective bidder for non-submission of the requested documents. The bidder shall not have any right to object to the same.

7. PHYSICAL VERIFICATION, SITE VISIT AND DISCUSSION MEETING

Eligible Bidders alone may request the Liquidator to arrange for physical verification and site visit of the Property and Assets of the Company but in any case not later than **20.03.2020**.

Upon receipt of such a request, the Liquidator may first arrange a discussion meeting, if required at any time prior to the closure of the e-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right not to arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The Liquidator may coordinate a site visit for Eligible Bidders at any time prior to the closure of the E-Auction process but in any case not later than **20.03.2020**, following a request for such a visit by the Eligible Bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right not to arrange site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder at any point of time.

8. DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduct of due diligence by Eligible Bidders. The information and documents shall be provided by the Liquidator in good faith. However, the bidders may note that the Liquidator may not have verified any of the information, data or documents shared and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data which shall be at sole responsibility of the Bidder.

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 transfer of any title, except the title which the Company has on the assets as on date of transfer. All local taxes / maintenance fee / electricity / water charges etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the Bidder / E-Auction process applicant and would be borne by the successful bidder.

The Liquidator may endeavor to provide necessary assistance upon specific request from Eligible Bidders to verify all Original Title Documents and other related documents pertaining to the Emerald Project of Hallmark Living Space Private Limited (Under Liquidation) which is in the possession of Bank of India as secured creditor, with the prior intimation to Bank of India to permit proposed bidder(s) to verify those originals whenever required in compliance with the provisions of the Insolvency and Bankruptcy Code 2016..

9. ASSETS TO BE AUCTIONED AND RESERVE PRICE

Asset	Total Area	Reserve Price in INR	Location
Land and Building	7.62 acres of land with semi finished Buildings to the extent of semi finished built up area of 8, 98,137 sq. ft. approximately.	INR 115.43 Crores (Subject to the deposit of 10% of EMD amount on actual bid value)	Chettipunniyam, GST Road NH45 before the Toll Gate and Chengalpattu, next to the RTO office, it is within walking distance of Paralur Railway Station and right opposite Mahindra World City.

Details of assets underlying are annexed as Annexure V

E-Auction date **24.03.2020**, Last date to apply **20.03.2020**

For details: Please visit below websites

<http://www.hallmarklivingspace.co.in>, www.ncltauction.auctiontiger.net

Contact: S.Dhanapal, Mob: 09677022712

Land Line: 044-45530256, 044-45530257

E-Mail:csdhanapal.ibc@gmail.com

S.Dhanapal

Liquidator for Hallmark Living Space Private Limited.

IBBI Reg.No: IBBI/IPA-002/IP-N00060 /2017-18/10112

Suite No.103, First Floor, Kaveri Complex,

96/104, Nungambakkam High Road,

(Next to NABARD & ICICI Bank),

Nungambakkam, Chennai – 600034.

It is to be noted that the eligible bidder cannot place a bid for the assets at a value below the reserve price.

Further, the eligible bidders can only increase their bid by a minimum incremental amount of **Rs. 50, 00,000/-**.

It must also be noted that the liquidator does not give any assurance or warranty of the condition of the property / asset and their suitability for any purpose that the bidder envisages.

10. EARNEST MONEY DEPOSIT (EMD)

All the Eligible Bidder shall remit, prior to submission of their auction bids, an amount which is equal to the 10% of the reserve price for the asset that is to be bided for, as earnest money as provided in this document.

It may be noted that the Eligible Bidder may request the Liquidator to permit the Eligible Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in Format A (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document.

Provided that, the Liquidator reserves the right to accept such a request at his sole discretion and upon such terms and conditions as he may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

The Earnest Money Deposit, which would not be bearing any interest, has to be paid / credited by the Eligible Bidder prior to submitting the bid form, in any case only on or before **20.03.2020** through RTGS / NEFT to the liquidation account number of the company as provided below in order to enable the Liquidator to permit the Eligible bidder to participate in the e-Auction process to be held on **24.03.2020** as specified:

Account Number	000905029871
Beneficiary Name	M/s. Hallmark Living Space Pvt Ltd (In Liquidation)
Bank Name	ICICI Bank Ltd
Branch	Nungambakkam
IFSC Code	ICIC0000009

The details of any remittances in this regard shall be submitted by the Eligible Bidder. The entire EMD amount shall be remitted by the Eligible Bidder (s) from one bank account only that belonging to the Eligible Bidder.

Eligible Bidder shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.

All payment made by the Eligible Bidder under the e-auction shall be intimated to the Liquidator at csdhanapal.ibc@gmail.com

Earnest Money may also be provided in the form of the direct bank deposit which can be deposited by Eligible Bidder by way of direct bank transfer to the bank account as notified by the Liquidator. No interest will be paid to the Eligible Bidder in relation to such Earnest Money amount.

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

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

- a) if there is a breach of any of the conditions under this E-Auction Process Information Document by the bidder in the opinion of Liquidator or in case Bidder is found to have made any misrepresentation or provided false information; or
- b) if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility under Section 29A of the IBC (as amended from time to time); or
- c) The bid once submitted cannot be withdrawn and in case of non participation in e-auction after submission of bid by the eligible bidder, the offer will be presumed to be given at reserve price and failure to participate e-Auction will entail forfeiture of EMD by Liquidator; or
- d) if the Successful Bidder, after intimated by the liquidator, fails to make the complete payment as per the terms of E Auction information documents within 15 days after such intimation to make balance consideration; or
- e) In any of the above events, all the amounts deposited till that date including EMD shall be forfeited and the e-Auction property will be offered to the next highest bidder at the discretion of liquidator.

Set- off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Eligible Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer for the assets of the Company.

The bid once submitted cannot be withdrawn and in case of non participation in e-auction after submission of bid, the offer will be presumed to be given at reserve price. The e auction agency will itself register the bidder in e auction in such event.

In case the e-auction fails due to unforeseen circumstances and not on fault of any eligible bidder, then the Earnest Money paid by the such eligible Bidder shall be returned (without

interest) to such applicant within **10 (Ten) working days** of the date of closure of e-auction process.

For successful bidders, a mail confirmation will be given for being successful bidder at the end of auction.

The highest bidder shall be invited to provide balance sale consideration within fifteen days of the date when bidder is invited by the Liquidator to provide the balance sale consideration.

A sale certificate or conveyance document or transfer document for the relevant property/ asset shall be issued / executed by / between the Liquidator and the Successful Bidder only after receipt of the entire sale consideration by the Liquidator within the timeline as specified in the terms of e-Auction herein..

Default by Successful Bidder and its Results

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

11. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, will declare the successful bidder. The successful bidder shall be determined on the basis of highest bid received for the property / asset by the Liquidator via the E- Auction portal process keeping in view the Terms & Conditions of the E- Auction. In case of any dispute / discrepancy, the liquidator shall assess the E-Auction applications and declare the successful bidder offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder shall solely rest with the Liquidator at all times.

12. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction process applicant shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, the Liquidator shall reject an auction bid, 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 of terms of this document or Applicable Laws including the Prevention of Corruption Act, 1988. In such an event, the liquidator may retain the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

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

“Coercive Practice” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction Process;

“Corrupt Practice” shall mean

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

(ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;

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

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

“Undesirable practice” shall mean (i) establishing contact with any connected person or person 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 Bidders.

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

13. COSTS, EXPENSES AND TAX IMPLICATIONS

The 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 auction Process.

For purpose of abundant clarity, it is hereby clarified that the auction process applicant /bidder is expected to make their/ 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.

The E-Auction process applicant shall not be entitled to receive re-imburement 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.

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

- i. The sale attracts stamp duty, registration charges, GST 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.
- iii. The payment of all statutory / non – statutory demands, claims, dues, taxes, rates, assessments, charges, fees, penalty, compensation etc. pertaining to /owned by **HLSPL** to anybody in respect of the Auctioned Property(ies) shall be sole responsibility of successful bidder.
- iv. Bidder / Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc. For brevity sake, it is hereby clarified that it is the responsibility and obligation of the bidder to bear separately all cost, expenses, government dues and charges and any kind of levy or tax imposed by authorities or any liability on and towards auctioned property before or after the sale of auctioned property to the Bidder.

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 and underlying property in the name of the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.

The bidder / 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.

14. GOVERNING LAW AND JURISDICTION

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

15. TIME TABLE

The following timetable shall apply to the E-Auction Process Information Document subject to the conditions or restrictions as provided in this document. The time table may be amended by the Liquidator through issuance of an addendum to the E-Auction Process Information Document.

S.No.	Event	Timeline
1	Public Announcement of e-Auction	26/02/2020 & 28.02.2020
2	Opening of portal for E-Auction Process Information Document to be made available on the website as per terms and conditions.	28/02/2020
3	Submission of Bid forms, Declaration forms and related documents etc. by eligible bidder with permission of Liquidator	Before 20/03/2020 , till 5 PM
4	Due Diligence	Before 20/03/2020 , till 5 PM
5	Payment up to 10% of total sale consideration by successful eligible bidder (needs to be credited in A/c)	Before 20/03/2020 , till 5 PM
6	Site Visits and Discussion Meeting, if required	Before 20/03/2020 , till 5 PM
7	Bid and EMD submission	Before 20/03/2020 , till 5 PM
8	E-Auction Date and time	24th March 2020 03.00 PM to 04.00 PM with unlimited extension of 5 mins each if bid received in last one minute of closure.
9	Announcement of Successful Bidder	24 th March 2020 (EOD)
10	Issuance of email confirmation as successful bidder	24 th March 2020 (EOD)

11	Return of EMD for unsuccessful bidders	03 rd April 2020
12	Payment of balance consideration by successful bidder	Within Fifteen days from the date of demand by Liquidator

While the timeline for submission of bid forms and declaration forms etc. is before **20.03.2020, till 5 PM, however, please note that access to documentation, additional information and site visits will be entertained only if the eligible bidder submits the bid form and declaration form etc. to participate in the bidding process.*

Note –

1. Please note that only the Eligible Bidder who submits and fulfills all the requirements of E-Auction Process Information Document and other terms as provided by the Liquidator, shall be entitled to participate in this eAuction sale process of Hallmark Living Space Private Limited (Under Liquidation).

2. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD forthwith in such case the bidder shall not have any right to object on the same.

16. ANNEXURES

**FORMAT A
EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE COMPANY**

To
Mr. S. DHANAPAL
Liquidator for M/s. Hallmark Living Space Pvt. Ltd.
Having its registered office at
Suite A, No-43, Old No.62/2,
United Plaza Usman Road,
T. Nagar, Chennai 600017

[Copy to:]
[Insert name of the Bidder with address]

Dear Sir,

Sub.: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the eAuction of assets of **M/s. Hallmark Living Space Pvt Ltd (Under Liquidation)**.

In light of the bid for assets of M/s. Hallmark Living Space Pvt Ltd (Under Liquidation) submitted by [insert name of the bidder with address] in accordance with and subject to provisions of E-Auction Process Information Document dated [.] in relation to the captioned transaction ("E-Auction Process Information Document") issued by the liquidator, [Insert name and address of the Associate Company and address of the head office] hereby declares and confirms that 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 amount vide [Insert mode of payment] ("Payment") is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the E-Auction Process Information 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 E-Auction Process Information 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 Information Document.

Thank 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 by the Associate Company.

Yours Sincerely

(Signature and name of the Authorised Officer of the Bidder)
Rubber stamp / seal of the Bidder

Annexure I
(To be executed on a Stamp Paper of Rs. 200)

AFFIDAVIT AND UNDERTAKING

(To be modified suitably as law stands as on date of execution)

Date:

Mr. S.Dhanapal,
Liquidator.
Hallmark Living Space Private Limited (Under Liquidation).
Suite A, No-43, Old N.62/2, United Plaza Usman Road,
T. Nagar, Chennai - 600017

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

Dear Sir,

I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code"):

(1) I have understood the provisions of section 29A of the Code. I confirm that neither XYZ Limited nor any person acting jointly with XYZ Limited or any person who is a promoter or in the management or control of XYZ Limited or any person acting jointly with XYZ Limited:

(a) is an un-discharged insolvent;

(b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

(c) at the time of submission of the bid has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (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:

(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;;

(e) disqualified to act as a director under the Companies Act,

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management or control of a corporate debtor in which a

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

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

(i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

(k) has a connected person (as defined in Explanation to Section 29 A) who is ineligible under clauses (a) to (i) of Section 29A.

Therefore, confirm that XYZ Limited is eligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") to submit its Bid for Hallmark Living Space Private Limited (Under Liquidation).

(2) I undertake on behalf of XYZ Limited, 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.

(3) I declare and undertake that in case the XYZ Limited becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

(4) I also undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Hallmark Living Space Private Limited (Under Liquidation).

(5) I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.

(6) I confirm that the said declaration and disclosure is true and correct.

(7) I am duly authorised to submit this declaration by virtue of

(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

BID FORM

(Please fill up Bid application forms for property)

Date:

Dear Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated In (Name of media journal).

Details of Corporate Debtor:

Name	M/s Hallmark Living Space Pvt Ltd (In Liquidation)
Account Number	000905029871
Bank Name	ICICI Bank Ltd
Branch	Nungambakkam, Chennai
IFSC Code	ICIC0000009
Details of Bidder / Bid Price Offered	
Name of the Bidder	
Constitution of Bidder	
Contact No.	
Email ID	
PAN No.	
Address	

Details of Property / Asset:

Details of eAuction of property towards which EMD deposited	
Land and Building	Land and Building : Hallmark Emerald(Project) located at Chettpunniyam, GST Road NH45 before the Toll Gate and Chengalpattu, right opposite Mahindra World City is set amidst 7.62 acres of Land having partly built up area of 8,98,137 sq ft. in total
Reserve Price of Division as per sales Notice	Rs.115,43,00,000/-

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

Place: Chennai.

Date:

Signature

(Seal in case of company / firm)

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

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

1. The E-Auction will be conducted on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**” through public E-Auction service provider M/s e-Procurement Technologies Limited (Auction Tiger), at the web portal <https://ncltauction.auctiontiger.net>. E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sale are available on Websites <https://ncltauction.auctiontiger.net>. Interested bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, be sent to csdhanapal.abc@gmail.com disclosing the identity of the Applicant.
2. The Prospective Bidders should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own prior to submitting their bid. The e-Auction advertisement or this document does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property is being sold with all the existing and future encumbrances/ claims/ dues/demands whether known or unknown to the Liquidator and subject to security interest in favour of Bank of India which exists as on eAuction date. Liquidator shall not be responsible in any way for any third party claims/rights/dues/demands in any manner whatsoever. The Eligible Bidders can inspect the site with prior permission from Liquidator from **28.02.2020 (Friday) 11.00 AM to 20.03.2020 (Friday) 5.00 PM** provided the bidder satisfy the requirements of this document in the opinion of the Liquidator.
3. The eligible bidders to deposit Earnest Money Deposit (EMD) amount either through NEFT/RTGS in the Current Account No: 000905029871, Bank: ICICI Bank Ltd, Branch: Nungambakkam, Pin code: 600034, IFSC Code: ICIC0000009 or by way of demand draft drawn in the favour of Hallmark Living Space Pvt Ltd (In Liquidation), drawn on any Schedule Bank and send to the Liquidator's office address and should submit to the liquidator the evidence for EMD deposit like UTR number along with the **Request Letter for participation** in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/Driving License/Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid e-mail ID, (v) contact number (Mobile / Landline) of the bidder etc along with the documents as provided in serial no 6 of this information document. to the office of Liquidator before **20st March, 2020 by 5.00 PM** along with duly filled and signed Bid Application Form, and the duly signed Declaration and Affidavit and Undertaking by the Bidder. Interested bidders will have to submit their KYC documents along with EMD submission details as required to be provided as per this document within due date. Scanned copies of the original of these documents also be submitted to e-

mail ID of Liquidator namely csdhanapal.ibc@gmail.com. The liquidator reserve his right to call for further documents in this regard.

4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal <https://ncltauction.auctiontiger.net>, "Auction Tiger". Liquidator will provide User ID & Password after due verification of KYC of the Eligible Bidders.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. Liquidator has right to demand further documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bidder.
7. In case bid is placed in the last 5 minutes of the closing time of the e- auction, the closing time will automatically get extended for 5 minutes with unlimited extension. The bidder who submit the highest bid amount (not below the reserve price) on closure of e-Auction process will be declared as Successful bidder if fulfill all requirements and a communication to that effect will be issued through electronic mode which shall be subject to approval by the Liquidator.

The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within ten working days. The EMD shall not bear any interest. The Liquidator will issue a letter to the successful bidder. The highest bidder shall be invited to provide balance sale consideration within fifteen days of the date when successful bidder is invited by the Liquidator to provide the balance sale consideration.

The successful bidder shall have to deposit the balance consideration (after adjustment of the EMD) of the sale price plus GST. Default in payment of amount by successful bidder would entail forfeiture of the entire money whatsoever paid as on that day.

8. In case of non receipt of Bid or unsuccessful bid, the liquidator reserves the right to cancel the entire e-auction process.
9. In case of the Successful Bidders, the EMD in the form of a Demand Draft will be banked. The EMD shall not bear any interest.
10. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc.

11. The Liquidator has the absolute right to accept or reject any or all offer(s) or adjourn/ postpone/ cancel the e-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
12. The sale certificate/agreement will be issued and/or transaction/ sale documents executed in the name of purchaser(s)/ applicant(s) only and will not be issued in any other name(s).
13. The sale shall be strictly subject to provisions/conditions prescribed under the Insolvency & Bankruptcy Code, 2016 and rules and regulations there under and compliance of all e-Auction requirements.
14. The decision of Liquidator on declaration of successful bidder shall be final and binding on all the Bidders.
15. For brevity sake, it is hereby clarified that the property, assets and other affairs of M/s. Hallmark Living Space Private Limited (Under Liquidation) are being managed by the Liquidator, S.Dhanapal, IBBI Regn. No.: IBBI/IPA-002/IP-N00060/ 2017-18/10112, who acts as agent of M/s. Hallmark Living Space Private Limited (Under Liquidation) duly appointed by Hon'ble NCLT, Chennai Bench without any personal liability in any manner whatsoever it may be.

Date: 28.02.2020

Place: Chennai

S.DHANAPAL

Suite No.103, First Floor, Kaveri Complex,
96/104, Nungambakkam High Road, (Next
to NABARD & ICICI Bank), Nungambakkam,
Chennai - 600 034.

Cell Phone : 9677022712

Email:csdhanapal.ibc@gmail.com

Reg.No. IBBI/IPA-002/IP- N00060/2017-
18/10112

S.Dhanapal has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI Reg. No: IBBI/IPA-002/IP- N00060/2017-18/10112. The affairs, business and property of M/s Hallmark Living Space Pvt Ltd are being managed by the Liquidator, S.Dhanapal, who acts as agent of M/s Hallmark Living Space Pvt Ltd only and without personal liability.

IP registration details as under :

IP Registration no IBBI Reg. No: *IBBI/IPA-002/IP- N00060/2017-18/10112*

Annexure III
(To be executed on a Stamp Paper of Rs. 100)

Declaration by Bidder

To,
S.Dhanapal
The Liquidator,
M/s Hallmark Living Space Pvt Ltd (Under Liquidation)

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 property (ies) as specified in the eAuction Sale Notice and Eauction process information 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 subject to the terms therein.
2. I/We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase – price have been made by me/us as against my/our bid and that the particulars of remittance and all other information given by me/us is true and correct.
3. 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, the EMD and / or any monies paid by me/us is liable to be forfeited by the Liquidator and the Liquidator will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of property (ies) is accepted by the Liquidator and if, I/We, fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction 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, the EMD and other monies paid by me/us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator if permitted, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD. We shall not have any right to object the same.
5. I/We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies). I/We, state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.
6. I/We confirm that our participation in the e-auction process, submission of bid or acquisition of the property(ies) pursuant to the provisions of the 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 authorisation or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am / we are a party or by which I am / We are bound and subject to compliance of IBC provisions.

7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. I/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) being offered for sale.
9. I/We confirm that the Liquidator and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/We hereby confirm that I/we are eligible to purchase the Property mentioned in the sale notice dated 26.02.2020 & 28.02.2020 of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature)

Name:

Address:

Email Id:

Mobile:

Annexure IV

Technical Terms & Conditions of e-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider as required.
2. Intending bidders have to register with the e-auction service provider upon receipt of information from the Liquidator after all required eAuction documents are submitted by the bidders as required for eAuction.
3. Only upon verification and satisfaction of all eAuction documents of bidder by the Liquidator and upon getting confirmation of receipt of remittance in the liquidation account of EMD amount by the Liquidator, the Eligible Bidders will be declared and thereafter, permitted to access the Platform for bidding for the e Auctioned Property.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation/concern will be entertained in this regard by the Liquidator. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The declaration as per the format set out in **Annexure III** must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. All the aforementioned documents which are required to be submitted as original physical copies shall be provided by the Bidder to the Liquidator in accordance with the Information Document.
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. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.

11. After the conclusion of the e-auction for each Property, the Successful Bidder shall be informed through a message from liquidator, of the outcome of the e-auction. A separate Intimation shall be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
12. Bidders may encounter certain unforeseen problems like system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

Annexure V
(Description of Assets being sold under e-Auction)

Properties/ Assets	Description	Built up Area (Sq ft)
Land and Building	Land and Building : Hallmark Emerald(Project) located at Chettpunniyam, GST Road NH45 before the Toll Gate and Chengalpattu, right opposite Mahindra World City is set amidst 7.62 acres of Land having partly built up area of 8,98,137 sq ft. in total (partly constructed)	

Details of Land and Extent

Item No.	Survey Number	Extent in Acres	Boundaries			
			North by Survey Nos	South by Survey Nos	East by Survey Nos	West by Survey Nos
1.	65	0.79	395/2	JCB Workshop & Road	RTO office Road	66/1A
	66/A1	2.08	392/B1	67/A	66/3A	66/A2
	67/A	1.67	66/A1	68/A	64&JCB Workshop	66
2.	66A/3A	0.37	395/2&392/B1	66/3B	65	66/A1
3.	395/2	1.91	395/1B	RTO office & TWAD	NH-45	394/A&394/B
4	392/BI	0.80	390/A	Emerald Project	30 ft Road 394/A	RAILWAY LINE

*The Bidders are advised to conduct their own diligence and satisfy themselves in respect of the quantity, quality, completeness, availability or absence thereof for the assets on site, mentioned above and contents of the list. This bid document/ list of assets or any other information provided is as per the records available with the Liquidator and these documents do not confirm / constitute any warranty / guarantee for quantity, quality, completeness, availability or absence of the information / material and title or ownership or interest over property etc. The liquidator or its representatives will not be liable in any respect.