

**PROCESS INFORMATION DOCUMENT FOR
EXPRESSION OF INTEREST FOR ASSIGNMENT OF NRRA
(In view of Regulation 37A of IBBI Liquidation Process Regulations 2016)**

Invitation for submission of Expression of Interest for Assignment or transfer of NOT READILY REALIZABLE ASSETS (NRRA) of M/S CONCAST STEEL & POWER LIMITED -In Liquidation (“Corporate Debtor” or “Company” or “CD”), under Regulation 37A of the IBBI (Liquidation Process) Regulations, 2016 made under the Insolvency and Bankruptcy Code, 2016 (“Code”) by the order of Hon’ble National Company Law Tribunal, (“NCLT”) Kolkata dated 26th September, 2018.

Date of Public Announcement: 26th April, 2025

Issued by: -

Kshitiz Chhawchharia - Liquidator M/s CONCAST STEEL & POWER LIMITED - IN LIQUIDATION

Kshitiz Chhawchharia has been appointed as Liquidator of **M/S CONCAST STEEL & POWER LIMITED - In Liquidation** by Hon’ble National Company Law Tribunal (NCLT), Kolkata vide order dated 26th September, 2018 to manage, protect, sell and liquidate the property, assets, business and other affairs of the Corporate Debtor

Liquidator in the matter of **CONCAST STEEL & POWER LIMITED**

Kshitiz Chhawchharia

(IBBI/IPA-001/IP-P00358/2017-18/10616)

AFA Valid till June 30, 2026

Address:

C/O B. Chhawchharia & Co, 8A & B, Satyam Tower

3, Alipore Road, Kolkata – 700027

Email:Lq.Concast@in.gt.com,

Note: - The issuance of this EOI does not imply that the Liquidator is bound to select an applicant/assignee/transferee or to appoint the Preferred applicant/assignee/transferee as successful applicant/assignee/transferee for the assets of the company on offer and the Liquidator reserves the right to reject all or any of the offers in consultation with Stakeholders.

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1. PREFACE, DISCLAIMER & MUST-READ INFORMATION

This detailed Expression of Interest Information Document is issued by Kshitiz Chhawchharia, the Liquidator appointed by the Hon'ble NCLT, kolkata in the matter of liquidation process of M/s CONCAST STEEL & POWER LIMITED- In Liquidation (hereinafter referred to as the "Corporate Debtor" or "CD" or "Company"), under Insolvency and Bankruptcy Code, 2016 ("Code"), for the purpose of assignment or transfer of Not Readily Realizable Assets (hereinafter referred to as "NRRA") of the company in accordance with Regulation 37A of IBBI (Liquidation Process) Regulations, 2016 (hereinafter referred to "Liquidation Regulations").

It is an endeavor of the Liquidator to assign or transfer the NRRA comprising in the liquidation estate of the Corporate Debtor in the manner specified under Regulation 37A of the Liquidation Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the Code or the Liquidation Regulations, as the case may be, and as per directions, if any, from the NCLT in respect of the liquidation process of the Company and in the manner specified in this Process Information Document.

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. The content herein, or in any materials or documents related to the Process Information Document, should not be interpreted as legal, financial, accounting, regulatory, or tax advice by the Liquidator.

All information provided in this Process Information Document should be read together with the provisions of the Code and the Liquidation Regulations. In the event of a conflict between this Process Information Document, the Code or the Liquidation Regulations, the provisions of the Code will prevail and if the related information is not there in the Code, the Liquidation Regulations shall prevail.

The assets proposed are being assigned/sold/transferred on "**As is where is basis**", "**As is what is basis**", "**Whatever there is basis**" and "**Without any recourse basis**". The proposed assignment or transfer of assets of the Corporate Debtor does not entail transfer of any other title/right, except the title/right which the Corporate Debtor had on its assets as on date of assignment or transfer.

Neither the Liquidator, nor his Professional Advisor, his Partners, Legal Associates, employees 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 Process Information Document, including to the prospective applicant not being selected as a Successful applicant/ assignee/transferee or on account of any decision taken by the Liquidator. The Liquidator also accepts no liability of any nature howsoever arising from reliance of any applicant upon the statements and/ or information contained in this Information Document and/ or provided at any time in relation to the Process Information Document.

This Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective applicants/assignees/transferees or any other person. The objective of this Process Information Document is to provide interested parties with information that may be useful to them in expressing their interest in assignment/transfer of assets of the company on offer. It may be noted that the assumptions, assessments, statements and information contained in the Process Information Document may not be complete, accurate, adequate or correct. Each applicant 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 Process Information Document and may get independent advice from appropriate sources.

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 Process Information Document. The issuance of this Process Information Document does not imply that the Liquidator is bound to select an applicant/assignee/transferee or to appoint the Preferred applicant/assignee/transferee as successful applicant/assignee/transferee for the assets of the company on offer and the Liquidator reserves the right to reject all or any of the offers without assigning any reason whatsoever.

The Annexures to this Process Information Document shall form an integral part hereof and this Process Information Document shall always be read in conjunction with the Annexures appended hereto and the available documents relating to the assets on offer shall be made available for inspection on request to the Liquidator at

LQ.Concast@in.gt.com.

This Process Information Document is neither transferable nor assignable.

2. ABOUT THE COMPANY

2.1. Brief Background:

CONCAST STEEL AND POWER LIMITED- In Liquidation, a company registered under the Companies Act, 1956 was previously known as SPS STEEL AND POWER LIMITED and was originally incorporated as Vinayak Steels Private limited on Eighth day of June Nineteen Hundred Ninety Five. The Company's name was changed to CONCAST STEEL AND POWER LIMITED vide the order SRN B08477952 dated 30/03/2011 by the Ministry of Corporate Affairs, Registrar of Companies, West Bengal. The Company was dealing and manufacturing of Iron & Steel and Allied Products.

2.2. Present Status of the company:

1. the Hon'ble National Company Law Tribunal, Kolkata Bench ("NCLT") vide its order dated November 07, 2017 had admitted the Corporate Insolvency Resolution Process ("CIRP") of Concast Steel & Power Limited.
2. Pursuant to the Order of the Hon'ble National Company Law Tribunal, Kolkata Bench on January 04, 2018, Mr. Kshitiz Chhawchharia, was appointed as the Resolution Professional replacing the Interim Resolution Professional, Mr. Sanjay Kumar Agarwal.
3. Upon expiry of CIRP period, liquidation for the Company had commenced with effect from September 26, 2018 pursuant to a liquidation order passed by the Hon'ble NCLT, Kolkata Bench. Pursuant to the said order, the undersigned has also been appointed as the Liquidator of the Company.

3. POWER OF LIQUIDATOR FOR ASSIGNMENT/TRANSFER

In view of the difficulties faced for realisation of some of the assets of the Corporate Debtor which may not be readily convertible into cash and distributed among the stakeholders of the Corporate Debtor and/or may require an indefinite time for their realisation on account of peculiar nature of such assets or special circumstances, the Liquidator has invited offers for assignment or transfer of Not Readily Realizable Assets of the corporate debtor, list of which is attached at **Annexure III**, in terms of **Regulation 37A** which provides as under:

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37A. Assignment of not readily realisable assets.

(1) A liquidator may assign or transfer a not readily realisable asset through a transparent process, in consultation with the stakeholders' consultation committee in accordance with regulation 31A, for a consideration to any person, who is eligible to submit a resolution plan for insolvency resolution of the corporate debtor.

Explanation. — For the purposes of this sub-regulation, “not readily realisable asset” means any asset included in the liquidation estate which could not be sold through available options and includes contingent or disputed assets and assets underlying proceedings for preferential, undervalued, extortionate credit and fraudulent transactions referred to in sections 43 to 51 and section 66 of the Code.]

4. ELIGIBILITY

The Applicant (hereinafter also referred to as “Process Applicant”) for the purposes of assignment or transfer of not-readily realisable assets of the Corporate Debtor as being offered under Regulation 37A of Liquidation Regulations, shall not be eligible to submit a bid/offer for assignment or transfer of those assets on offer, if such person, or any other person acting jointly or in concert with such person, nor any other person acting jointly or in concert with the Applicant, nor any ‘connected person’ (as defined under Section 29A of the Code of (a) the Applicant or (b) any person acting jointly or in concert with the Applicant):

- (a) is an undischarged insolvent;
- (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- (c) is at the time of submission of the submission of the bid a person who, (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or (ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force; and such classification has continued for a period of one year or more from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor and all such overdue amounts along with interest, costs and charges thereon have not been fully repaid at the time of submission of resolution plan.

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:

Provided further that nothing in this clause shall apply to an 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 ¹—
- (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
 - (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment;
- (e) is disqualified to act as a director under the Companies Act, 2013;
- (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (g) has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the 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 the Code and such guarantee has been invoked by the creditor and remains unpaid in full or in part; and
- (i) is subject to any disability, corresponding to the aforesaid conditions under any law in a jurisdiction outside India.
- (j) has a connected person not eligible under clauses (a) to (i).

¹ Provided that clause 3(iv) (a) & (b) 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 the restriction hereof shall not apply in relation to a connected person sought to be excluded from the ambit of Section 29A (d) of the Code.

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)

Note: The aforementioned ineligibility criteria is set out based on the Section 29A of the Code as applicable on the date of issuance of the Process Information Memorandum and are subject to changes pursuant to the amendments to the Code from time to time. The Applicant is required to stay updated on the amendments to the Code from time to time and any modifications to the ineligibility norms set out under Section 29A of the Code shall also apply to this invitation, without the requirement of any further communication to be issued to the Applicant.

5. SUBMISSION OF DOCUMENTS: -

The Prospective Applicant or Process Applicant would need to submit the documents for participation in this process in two phases: -

5.1. Initials Documents to be submitted by Interested Applicants

1. Basic KYC Documents ranging from Ownership Structure and Composition of the Applicant, Proof of Identification, Current Address- Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number etc. as and when required.

Based upon the initial document, the liquidator will give access to detailed Process documents detailing about the process put forward for assignment and related facts.

5.2. Additional Documents to be submitted along with Detailed EOI

1. Authorization to the Signatory (in case the Applicant is a legal entity)
2. Affidavit and Undertaking by the prospective Applicant/process applicant (through Authorized Signatory in case the applicant is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure I**.
3. An eligible applicant will need to submit the duly filled, signed and stamped Interest Application Form along with EOI attached vide' **Annexure II**.
4. NOTE THE LIQUIDATOR MAY ADD OR MAY ASK FOR ANY OTHER DOCUMENT FOR THE SAID PROCESS.

Please note that only the eligible applicants will gain access to documentation, additional information required for due diligence, after due submission of the documents required and declaration form.

Further, it should be noted that at any stage of the assignment/transfer process, the Liquidator may ask for any additional documents from the prospective applicants to evaluate their eligibility. The liquidator, at his sole discretion, may disqualify the prospective applicant/process applicant for non-submission of the requested documents. Note: - The issuance of this EOI does not imply that the Liquidator is bound to select an applicant/assignee/transferee or to appoint the Preferred applicant/assignee/transferee as successful applicant/assignee/transferee for the assets of the company on offer and the Liquidator reserves the right to reject all or any of the offers in consultation with Stakeholders.

6. DUE DILIGENCE

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

The assets of the Company on offer are proposed to be assigned or transferred on “**As is where is basis**”, “**As is what is basis**”, “**Whatever there is basis**” and “**No recourse basis**” and the proposed assignment or transfer of assets of the Corporate Debtor does not entail transfer of any title/right, except the title/right which the Corporate Debtor has on the assets, as being offered, as on date of assignment/transfer.

Eligible Applicant may request the Liquidator to arrange for verification of documents/records (as is available) pertaining to the assets as engraved in this process document of the company on offer for assignment/transfer under Regulation 37A of Liquidation Regulations if any.

7. PROCESS OF PARTICIPATION AND SELECTION

This Information Process Document is with reference to Expression of Interest that was published in widely spread newspaper Financial Express (All India Edition) and Ekdin (Kolkata edition) dated 26th April, 2025 for invitation of Expression of Interest for the transfer/assignment of assets as mentioned under **ANNEXURE III** in view of Regulation 37A of IBBI Liquidation Regulation.

7.1. Submission of Initial Documents: -

The interested applicant is required to submit the relevant documents in view of paragraph 5.1 at the register E-Mail of the liquidator and the hard copy shall be delivered at *C/O B. Chhawchharia & Co, 8A & B, Satyam Tower, 3, Alipore Road, Kolkata – 700027*. The liquidator will check the basic eligibility and based upon it the liquidator will share a detailed Information /Documents (as is available) of all the assets forming part of NRRA for conducting independent due diligence.

7.2. Submission of EOI

The interested prospective applicant is required to submit detailed Expression of Interest along with the annexures as mentioned in this detail process document for taking over the assignment of NRRA by the prospective applicant. The Liquidator will check the basic eligibility of the interested party and based upon it they will be regarded as Qualified Bidder and will be eligible to file/submit their offer for assignment of NRRA.

LAST DATE FOR SUBMISSION OF EOI IS 10th MAY, 2025

7.3. SUBMISSION OF FINAL EOI AND DETAILED PROCEDURE: -

The Qualified Bidder is required to submit their final offer with a detailed procedure to be adopted for assignment of debt and related task. The Qualified Bidder can proceed ahead as per following options: -

OPTION NO. 1

The Qualified Bidder can propose to pay a lumpsum amount based upon their assessment and the said amount is required to be deposited in the Liquidation Account

of the Corporate Debtor. The said amount will be distributed to the stakeholders in view of Section 53 of Code. The aforesaid option is governed by following terms and conditions: -

- The Qualified Bidder is required to evaluate the assets and the Qualified Applicant will place an offer for a lumpsum amount that will be negotiated, accordingly and finalized thereafter
- The detailed terms and condition will form part of Assignment Deed that will be executed with the successful applicant and the applicant is bound by such terms and conditions.
- The recovery, if any, from such NRRA will be taken care of by the applicant only and all the expenses to be incurred has to be borne by the applicant only.

OPTION NO. 2

The Qualified Bidder can enter into a sharing agreement on the basis of recovery if any. The detailed terms and condition related to this form of options can be as follows:

-

- The Qualified Bidder will negotiate with the Liquidator for sharing ratio of recovered amount, if any.
- The litigation expenses for pursuing the litigation or expenses to be incurred on recovery of debt will be borne by the Qualified Bidder.
- The Qualified Bidder cannot withdraw the application, if any (assigned to them as a part of NRRA) at any point of time.
- The detailed terms and conditions will form part of Assignment Deed that will be executed with the Qualified Bidder and the Qualified Bidder is bound by such terms and conditions.
- The Qualified Bidder cannot claim any expenses in case no recovery is made.

OPTION NO. 3

Any other option explored by the Qualified Bidder (subject to approval of Liquidator) or the liquidator and in consonance with the relevant provision of Code. The detailed terms and condition will form part of Assignment Deed that will be executed with the successful applicant.

***Note:** - These option and related terms and condition are indicative in nature, the Qualified Bidder and Liquidator is free to make amendments as and when required*

subject to final approval of NCLT. The Liquidator reserves his right to place the said EOI/Option before lenders for swiss challenge method to explore the maximization of realization from the NRRA assets by way of transparency.

It is pertinent to mention that following liquidation account will be used for the purpose of the carrying on the said assignment of NRRA.

Account Name	Concast Steel & Power Limited- In Liquidation
Account Number	694605600844
IFSC Code	ICIC0006946
Bank and Branch	Ganesh Chandra Avenue Branch, Kolkata

8. DECLARATION OF QUALIFIED BIDDER & ASSIGNMENT/TRANSFER DEED

The Liquidator after receiving the offers for assets, will evaluate the same and may engage in discussions/negotiations with the Qualified Bidder /s to explore the best price. The Qualified Bidder /s may have to amend/cure/modify their offers taking into consideration the suggestions / requirements specified by the Liquidator. On being satisfied that the offer of the applicant is acceptable, the liquidator shall declare the successful applicant for the assets on offer. This right of selecting and declaring the successful applicant shall solely rest with the Liquidator at all times with the approvals from Hon'ble NCLT or lenders etc., if so required.

The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the process of assignment of NRRA.

Subsequent to the approval of the Offer submitted by the Qualified Bidder, the Liquidator would issue a letter of intent in favour of the Qualified Bidder. Further, the Qualified Bidder would be required to make necessary arrangements and bear all the cost for the handover of NRRAs. The details related to the letter of intent and handover process would be included in the Offer Document or assignment deed as the case may be, which would be shared with the Qualified Bidder separately.

9. ISSUANCE OF LETTER OF INTENT AND TRANSACTION DOCUMENTS

If the offer of any applicant is found acceptable to the Liquidator/lenders, the Liquidator shall issue a Letter of Intent ('LOI') to the successful applicant. The Qualified Bidder, within a period of 2 business days from issuance of LOI by liquidator, is required to unconditionally accept & acknowledge the LOI issued by the Liquidator, the terms of which shall be binding on him.

An Assignment Agreement/Deed of Assignment or any other document of similar nature like a special power of attorney etc. to give effect to the assignment or transfer contemplated under Regulation 37A of Liquidation Regulations, shall be executed between the Qualified Bidder and the Liquidator of upon receipt of the complete consideration amount in pursuance of assignment of assets on offer.

10. FRAUDULENT AND CORRUPT PRACTICES

The prospective applicant (i.e. process applicant) shall observe the highest standard of ethics during the process and subsequently during the closure of the Process and declaration of Qualified Bidder. Notwithstanding anything to the contrary contained in this Process Information Document, or in the Letter of Intent, the Liquidator shall reject an offer, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the applicant, if the Liquidator, at his discretion, determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law/s including the Prevention of Corruption Act, 1988. 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 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 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 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 process); or

- (ii) engaging in any manner whatsoever, during the 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 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 process;

“restrictive practice” shall mean forming a cartel or arriving at any understanding or arrangement among the process participants with the objective of restricting or manipulating a full and fair competition in the 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 process; or (ii) having a Conflict of Interest.

The prospective applicant/process applicant shall not involve himself for any of his representatives in price manipulation of any kind directly or indirectly by communicating with other prospective applicant/process applicant.

The prospective applicant/process applicant shall not divulge either his offer or any other details provided to him by the Liquidator or during the due diligence process in respect of the assets on offer to any other party. Prior to conduct of due diligence, the Liquidator may require the prospective applicant/process applicant to execute confidentiality agreement with the Company /Liquidator.

11. COSTS, EXPENSES AND TAX IMPLICATIONS

The Prospective Applicants shall be responsible for all the costs incurred by it on account of its participation in the Process, including any costs associated with participation in the discussion Meeting (if any), etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Process. For purpose of abundant clarity, it is hereby clarified that the Prospective Applicants is expected to make its own arrangements including accommodation for the discussion meeting (if organized) and all costs and expenses incurred in that relation shall be borne by the Prospective Applicants. The Prospective Applicants shall not be entitled to receive re-imbursement of any expenses which may have been incurred carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the process plan.

All taxes applicable (including stamp duty implications and registration charges) on assignment or transfer of NRRAs would be solely borne by the Successful Applicant, which inter alia includes but not limited to the following:

- i. Stamp duty, registration charges etc. as per relevant laws;
- ii. The Successful Applicant shall bear all the necessary expenses like applicable stamp duties/ fees, etc. for transfer of property (ies) in his/her name;
- iii. Successful Applicant shall bear the applicable taxes, GST, TDS, etc. with reference to assignment in hand.
- iv. The Successful Applicant will also be responsible for evaluating completeness of applicability of taxes in India at the time of closure, and will be responsible for paying all such taxes.

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 assignment / transfer of the NRRAs in the name of the Successful Applicant and such dues, if any, will have to be borne / paid by the Successful Applicant.

12. GOVERNING LAWS AND JURISDICTION

This Process Information Document, the Process and the other documents pursuant to the Process Information Document shall be governed by the laws of India and any dispute

arising out of or in relation to the Process Information Document or the Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at Kolkata, India.

13. **TIMETABLE**

The following timetable shall apply to the Process Memorandum. The timetable may be amended by the Liquidator through issuance of an addendum to the process memorandum.

Sr. No.	Event	Timeline (Dates)
1	Date of Publication	26/04/2025
2	Date of Publication on the website of, IBBI or website of corporate debtor.	26/04/2025
3	Last Date for submission of EOI along with Additional Document for due diligence	10/05/2025
4	Date of Declaration of Qualified Bidder	15/05/2025
5	Last Date for inspection and due diligence	22/05/2025
6	Last date of submission of offer	29/05/2025
7	Discussion of relevant EOI with the stakeholders	
8	Declaration by the liquidator or future course of action	X

ANNEXURE I :- AFFIDAVIT AND UNDERTAKING

Date:

Mr. Kshitiz Chhawchharia
Liquidator-Concast Steel & Power Limited (In Liquidation)
c/o B. Chhawchharia & Co
8A & B, Satyam Tower
3, Alipore Road,
Kolkata - 700027

Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting offer under EOI process

Dear Sir,

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

I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither _____ nor any person acting jointly with _____ or any person who is a promoter or in the management or control of _____ or any person acting jointly with _____:

- a) Is an un-discharged insolvent;
- b) Is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c) Has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non- performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
- d) Has been convicted for any offence punishable with imprisonment: For two years or

more under any Act specified under the Twelfth Schedule;

For seven years or more under any law for the time being in force:

- e) Is disqualified to act as a director under the Companies Act, 2013;
- f) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- h) Has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code;
- i) Is subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or
- j) Has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A.

B. I therefore, confirm that _____ is eligible to be applicant in accordance to Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”).

C. I declare and undertake that in case the _____ 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.

I am duly authorized 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)

REALTED PARTY DETAILS

(This forms and internal part of ANNEXURE I)

(Should be A4 size paper and should be self-attested)

List of relatives as per Explanation of section 5(24A) of Insolvency and Bankruptcy Code, 2016 (Please provide DIN No./PAN along with name of director or relatives):

S. No.	Particulars	Director/Partner/(HUF)/Sole Proprietor					
		1	2	3	4	5	6
1.	Members of concerned company/partnership/HUF/ Sole Proprietor						
	PAN Number:						
2.	Husband						
	PAN Number:						
3	Wife						
	PAN Number:						
4.	Father						
	PAN Number:						
5.	Mother						
	PAN Number:						
6.	Son						
	PAN Number:						
7.	<i>Son's wife</i>						
	PAN Number:						
8.	Daughter						
	PAN Number:						
9.	<i>Daughter's husband</i>						
	PAN Number:						
10.	Son's daughter and son						
	PAN Number:						
11.	Daughter's daughter and son						

	PAN Number:						
12.	Grandson's daughter and son						
	PAN Number:						
13.	Granddaughter's daughter and son						
	PAN Number:						
14.	Brother						
	PAN Number:						
15.	<i>Brother's wife</i>						
	PAN Number:						
16.	Sister						
	PAN Number:						
17.	<i>Sister's husband</i>						
	PAN Number:						
18.	Brother's son and Daughter						
	PAN Number:						
19.	Sister's son and Daughter						
	PAN Number:						
20.	Father's father and Mother						
	PAN Number:						
21.	Mother's father and Mother						
	PAN Number:						
22.	Father's brother and Sister						
	PAN Number:						
23.	Mother's brother and Sister						

	PAN Number:						
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List of related parties other than relatives as per section 5(24A) of Insolvency and Bankruptcy Code, 2016:

S No.	Particulars						
1.	Limited liability partnership or a partnership firm, in which the individual is a partner.						
	PAN Number:						
2.	Partners of the above LLP / Partnership firm.						
	PAN Number:						
3.	Trust, where the beneficiary is the individual.						
	PAN Number:						
4.	Trustees of above mentioned trust.						
	PAN Number:						
5.	Private company in which the individual is a director and holds along with his relatives, more than two per cent of its share capital.						
	PAN Number:						

6.	Public company in which the individual is a director and holds along with his relatives, more than two per cent of its share capital.						
	PAN Number:						
7.	A body corporate whose board of directors, managing director or manager, in the ordinary course of business, acts on the advice, directions or instructions of the individual whose partners or employees in the ordinary course of business, act on the advice, directions or instructions of the individual.						
	PAN Number:						
8.	A limited liability partnership or a partnership firm						
	PAN Number:						

9.	A person on whose advice, directions or instructions, the individual is accustomed to act.						
	PAN Number:						
10.	A company, where the individual or the individual along with its related party, own more than fifty per cent of the share capital of the company or controls the appointment of the board of directors of the company.						
	PAN Number:						

ANNEXURE II :- EXPRESSION OF INTEREST

[Note: In case of joint applicants, the details set out below are to be provided for each of the entities / groups submitting Joint Application]

Date:

Mr. Kshitiz Chhawchharia
Liquidator-Concast Steel & Power Limited (In Liquidation)
c/o B. Chhawchharia & Co
8A & B, Satyam Tower
3, Alipore Road,
Kolkata - 700027

Dear Sir,

I / We, M/s am/are desirous of submitting an offer/proposal for assignment or transfer of the not readily realizable assets of M/S Concast Steel & Power Limited – In Liquidation, under Regulation 37A of IBBI (Liquidation Process) Regulations, 2016, announced by you in the newspaper publication dated 26.04.2025.

1. Name and Address:

- a) Name of the Firm/Company/Organization:
- b) Address:
- c) Telephone No:
- d) Email:
- e) PAN/CIN:

2. Date of Establishment:

3. Core Area of Expertise:

4. Contact Person:

- a) Name:
- b) Designation:
- c) Telephone No:
- d) Mobile No:
- e) Email:

5. Company/FI Profile:**a) Financial Profile of the bidder (consolidated / standalone as applicable):**

[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to ‘assets under management’ and/or “committed funds’ for the preceding five years or the committed funds available as on March 31, 2025, for investment.]

b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors**c) Experience of the Company in the relevant sector.****d) Names of key lenders, if any, to the Company or its affiliates****e) History if any, of the Company or affiliates of the Company being declared a ‘willful defaulter’, ‘non-cooperative borrower’, ‘non-impaired asset’ or ‘non- performing asset’.****Details of Bank Account of Applicant**

Name of Account Holder	
Name of Bank	
Bank Account Number	
IFSC Code	
Branch Address	

Any other relevant details which are material to be disclosed to the Liquidator prior to submitting offer.

I/We/M/s also enclose copies of the required KYC documents.

Signature:

Date:

Place:

ANNEXURE III DETAILS OF ASSETS

Sl. No.	Description of assets (As per books of account)	Book value of the Asset (INR in Cr)
1.	Trade Receivables	INR 1679.62
2.	Non-Current Investment	INR 12.32
3.	Short Term Loan & Advances	INR 83.49
4.	Long Term Loan & Advances	INR 832.19
5.	Advances to Vendor	INR 20.33

Note:

- 1. The amounts are based on the books of accounts of the Corporate Debtor and may be subject to changes based on further information / reconciliation*
- 2. The above assets cannot be realized / recovered easily and hence are 'Not Readily Realizable Assets' (NRRAs) which are being dealt with as per Regulation 37A of the Liquidation Regulations*