

7514
19



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh



e-Stamp

Locked

Certificate No.

: IN-UP06077349582046R

Certificate Issued Date

: 16-May-2019 04:58 PM

Account Reference

: SHCIL (FI)/ upshcil01/ MATHURA/ UP-MTH

Unique Doc. Reference

: SUBIN-UPUPSHCIL0107244866653145H

Purchased by

: CALPRO SPECIALITIES PVT LTD

Description of Document

: Article 18 Certificate of Sale

Property Description

: VILLAGE BARHANA TUMEHRA ROAD KOSI KALAN TEHSIL
CHHATA DISTRICT MATHURA

Consideration Price (Rs.)

: MAHAAN PROTEINS LTD BY LIQUIDATOR MR ARVIND GARG

First Party

: CALPRO SPECIALITIES PVT LTD

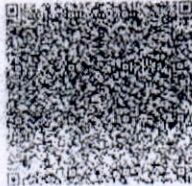
Second Party

: CALPRO SPECIALITIES PVT LTD

Stamp Duty Paid By

: 56,00,000
(Fifty Six Lakh only)

Stamp Duty Amount(Rs.)



.....Please write or type below this line.....



For Calpro Specialities Pvt. Ltd.

Authorised Signatory

0011515353

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH




CERTIFICATE OF SALE



CW 487776

(In respect of Immovable Assets and Movable Assets of Mahaan Proteins Limited-in-liquidation)

In exercise of the powers conferred under Section 35(1)(f) of the Insolvency and Bankruptcy Code, 2016 [hereinafter referred to as "the Code"] read with Regulations 32, 33 and Schedule I of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 [hereinafter referred to as the "Liquidation Regulations"], the undersigned, **Mr Arvind Garg** (Insolvency Professional registered with Insolvency and Bankruptcy Board of India bearing Registration No. IBBI/IPA-003/IP-N00029/2017-2018/10189 having registered address as 302-A, Pal Mohan Plaza Deshbandhu Gupta Road, Karol Bagh, New Delhi-110005 in the capacity as **Liquidator** of Mahaan Proteins Limited (in liquidation) [hereinafter referred to as the "Corporate Debtor"], appointed by the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi, through its order dated January 23, 2018 sold the Land and Building located at Khasra No. 637/3 and 638 in the Revenue Estate of Village Barhana, Tomhera Road, Kosi Kalan-281403, Distt Mathura [hereinafter referred to as the "Immovable Asset"] [more particularly described in the **Schedule - I** attached hereto] and the Movable Assets, such as Plant & Machinery, Vehicles, Furniture & Fixtures and other Office Equipment's [hereinafter referred to as the "Movable Assets"] [more particularly described in the **Schedule - II** attached hereto] of the Corporate Debtor and was in the custody of the Liquidator in terms of as Section 35(1)(b) of the Code, through Public/e-Auction held on October 18, 2018 in


ARVIND GARG
Regn. No.
IBBI/IPA-003/
IP-N00029/
2017-18/
10189

For Calpro Specialties Pvt. Ltd.

Authorized Signatory

क्रमांक 1670

पृष्ठ सं.

दिनांक 17 MAY 2019

राष्ट्रिय प्रयोजन

मराठी रु० ₹5000

कृता का नाम व पद.

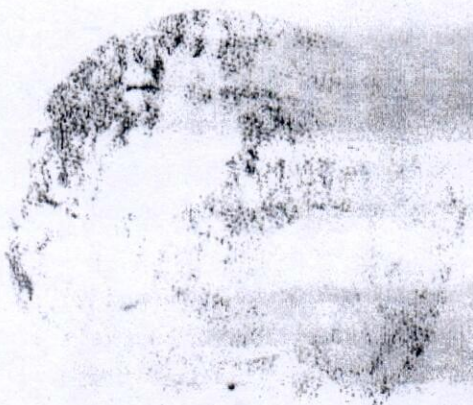
का. लक्ष्मी स्वेडालीज फर्नीचर

निलकण्ठे व. शम्भुकाय पाठे

रु० लक्ष्मी

पुराचार वाष्णीय, स. नं० 10

प्राप्त्य दिनांक १७/५/१९



Authorised Signatures

Authorised

Official stamp and signature area at the bottom right, containing some illegible text and a signature.




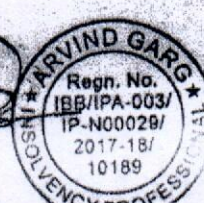
उत्तर प्रदेश UTTAR PRADESH

CW 487777 CW 487777

favor of Calpro Specialities Private Limited, having corporate office at A-5, Saraswati House, Naraina Industrial Area, Phase II, New Delhi 110028 [hereinafter referred to as "Purchaser"].

The Liquidator hereby acknowledges that the above mentioned Immovable Assets and Movable Assets of the Corporate Debtor have been sold to the Purchaser for consideration of Rs. 8,04,50,000 (Rupees Eight Crore Four Lakh and Fifty Thousand only) [hereinafter referred to as "Sale Price"]. The entire sale consideration has been received in the liquidation account of the corporate debtor with Corporation Bank by way of electronic transfers (DD/RTGS/NEFT) on 15.10.2018, 01.11.2018 and 02.11.2018. The payment details are as under:-

S. No.	Amount (In INR)	Mode	Date	Drawn Bank
1	80,04,000.00	DD	15.10.2018	Kotak Mahindra Bank
2	90,55,750.00	RTGS	01.11.2018	-do-
3	90,55,750.00	RTGS	01.11.2018	-do-
4	90,55,750.00	RTGS	01.11.2018	-do-
5	90,73,000.00	RTGS	02.11.2018	-do-
6	90,50,000.00	RTGS	02.11.2018	-do-
7	91,00,000.00	RTGS	02.11.2018	-do-
8	90,55,750.00	RTGS	02.11.2018	-do-
9	90,00,000.00	RTGS	02.11.2018	-do-
TOTAL	8,04,50,000.00			

For Calpro Specialities Pvt. Ltd.

Authorised Signatory

1671
17 MAY 2019
न्याय प्रयोजन

बराशि रु.
₹ 5000

पुनरावृत्ति का नोट नं० 10
न्याय प्रयोजन के लिए

आवेदन सं०: 201900761010136

विक्रय का प्रमाणपत्र

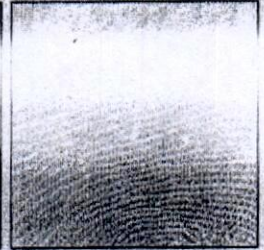
बही सं०: 1

रजिस्ट्रेशन सं०: 7514

वर्ष: 2019

प्रतिफल- 80450000 स्टाम्प शुल्क- 5632010 बाजारी मूल्य- 80450000 पंजीकरण शुल्क- 20000 प्रतिलिपिकरण शुल्क- 60 योग: 20060

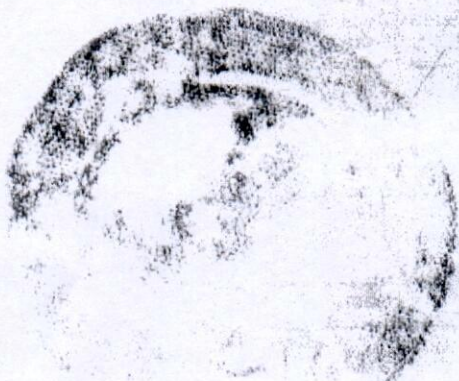
श्री महान प्रोटीन्स लि द्वारा
अरविन्द गर्ग अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री आर के गर्ग
व्यवसाय अन्य
निवासी: बी 604 राजस्थान अपार्टमेंट प्लॉट नं० 36 से 4 द्विदिरिका दिल्ली



श्री महान प्रोटीन्स लि द्वारा

अरविन्द गर्ग अधिकृत
पदाधिकारी प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
17/05/2019 एवं 03:37:33 PM बजे
निबधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

34 निवृत्त पदाधिकारी

मथुरा

17/05/2019

न्याय सिंह
निबधक लिपिक

34 निवृत्त पदाधिकारी

मथुरा





उत्तर प्रदेश UTTAR PRADESH

CW 487778

The total consideration amount bifurcation is Rs.2,59,79,442 (Rupees Two Crore Fifty Nine Lakh Seventy Nine Thousand Four Hundred Forty Two only) towards cost of Land, Rs.77,39,700 (Rupees Seventy Seven Lakh Thirty Nine Thousand Seven Hundred only) towards cost of Building and balance amount Rs. 4,67,30,858/- (Rupees Four crore Sixty-Seven Lakh Thirty Thousand Eight Hundred and Fifty Eight only) towards Plant & Machinery, Vehicles, Furniture & Fixtures and other office equipment lying at Plant. Apart from the above the Purchaser also paid GST @18% amounting to Rs. 84,11,554/- (Rupees Eighty Four Lakh Eleven Thousand Five Hundred and Fifty four only) on Movable Assets.

The sale of the aforesaid Immovable Asset and Movable Assets has been made in terms of letter of intent dated October 22, 2018 and subject to the terms and conditions attached herewith as Annexure 1 to the Sale Certificate (hereinafter referred to as "Terms and Conditions"). The Schedule along with Annexure 1 forms part and parcel of this 'Certificate of Sale' and shall be read in conjunction with the Certificate of Sale.

ANNEXURE 1

TERMS AND CONDITIONS

1. The Liquidator confirms to the Purchaser that he has not entered into any agreement for sale, Hypothecation, Charge or lien whatsoever with any other person relating to the Immovable Asset and Movable Assets.
2. The Purchaser has undertaken and confirmed his eligibility under Section 29 A of the Insolvency and Bankruptcy Code, 2016 and fulfilled the eligibility criteria described in



For Calpro Specialities Pvt. Ltd.

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17 MAY 2019

व्यापक प्रयोजन

वही सं०: 1000

रजिस्ट्रेशन सं०: 7514

वर्ष: 2019

धनराशि रु०

₹5000

धन का नाम व फर.

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

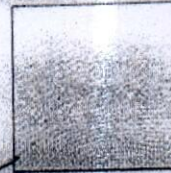
पुरनचर काण्व, लॉ नं० 11 प्रहान प्रोटीन्स लि के द्वारा अरविन्द गर्ग, पुत्र श्री

अरविन्द गर्ग के गर्ग

निवासी: बी 604 राजस्थान अपार्टमेंट प्लॉट नं 36 से
4 द्विदिरिका दिल्ली

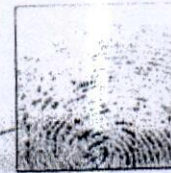
व्यवसाय: अन्य

द्वितीय पक्ष: 1

श्री कलप्रो स्पेशलिस्ट प्रा लि के द्वारा विक्रम पाण्डेय,
पुत्र श्री आर पी पाण्डेय

निवासी: जे आर 18 से 0 81 फरीदाबाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री अमित वर्मा, पुत्र श्री विपनि कुमार वर्मा

निवासी: 62 एच सी बी आई कार्लोनी वसन्त विहार नई
दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री अशोक, पुत्र श्री देवीराम

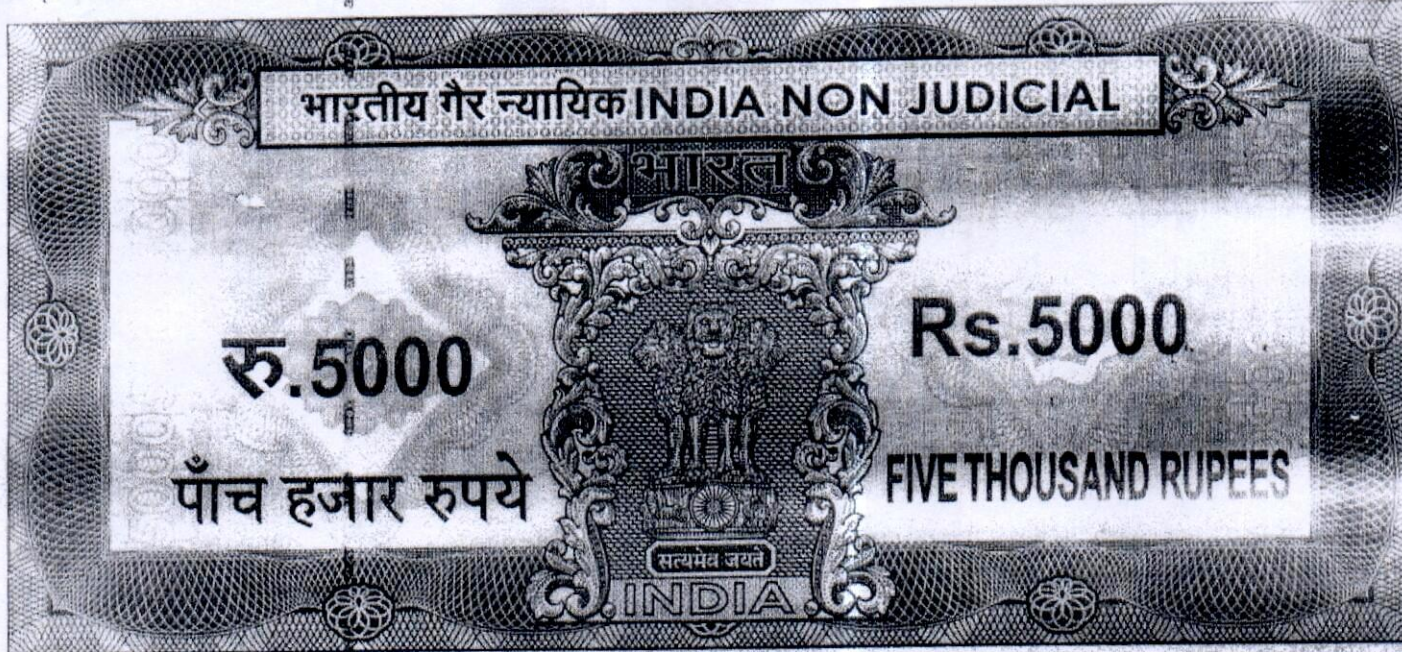
निवासी: जोगी थोक एरोट तह छाता जि मथुरा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:प्रदीपराणा,
उप निबंधक: छाता
मथुरामल सिंह
निबंधक लिपिक

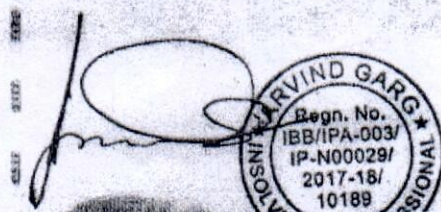


उत्तर प्रदेश UTTAR PRADESH

CW 487768

the e-Auction Process Document for purchase of Immovable Asset and Movable Assets of "Mahaan Proteins Limited-in-Liquidation" at the time of submission of Bid Application Form. However, if the Purchaser is found to be ineligible under section 29A of the Insolvency and Bankruptcy Code, 2016 then the sale of property/assets to the Purchaser shall stand void *ab initio*.

3. The Purchaser will be required to bear all the necessary expenses for transfer of the Immovable Asset in its name. It is expressly stipulated that there are no implied obligations on the part of the Liquidator and it shall be solely the obligation of the Purchaser, at its cost, to do all acts, things and deeds whatsoever for the execution of the sale deed. The entire responsibility for completion of all procedures, formalities,
4. compliances, approvals etc. required for execution of the sale deed shall be that of the Purchaser.
5. The sale of the Immovable Asset and Movable Assets are strictly on "AS IS WHERE IS" and "WHATEVER THERE IS" basis. The information in respect of the Immovable Asset and Movable Assets have been stated to the best of the knowledge of the Liquidator. However, he shall not be responsible for any error, misstatement or omission in the said particulars. It should be noted that the Liquidator does not make any representation as to the correctness, validity or adequacy or otherwise of any information pertaining to the Movable and Immovable Asset nor does he provide any guarantee or warranty as to the ownership of Immovable Asset and Movable Assets or the conditions of the Immovable Asset and Movable Assets or its quality for any specific purpose or use.
6. The Purchaser has conducted due diligence in respect of the Immovable Assets and Movable Assets put on sale and the Liquidator has provided all assistance necessary for the conduct of due diligence. The Purchaser has satisfied itself about the condition and quality of the Immovable Asset and Movable Assets before bidding in the e-Auction. The Purchaser has satisfied himself about its decision of purchasing the Immovable Asset



For Calpro Specialities Pvt. Ltd.

1640

कृपया

संख्या

दिनांक

16 MAY 2019

आवक प्रमाण

प्रमाणित रु० **₹5000**

केता का नाम व पते

कालजी स्वेजमिनीज कारोले एन किशोर पाठे
610 शाहजमाद पाठे R6 फादीसला (दा)

कुरशचद बाणाय, सवि० सं० 14

प्रमाणित प्रमाणित प्रमाणित



For Official Use Only



उत्तर प्रदेश UTTAR PRADESH

CW 487769

and Movable Assets with full knowledge of the physical condition of the Immovable Asset and Movable Assets, the facts about all of which have been ascertained, established and verified by the Purchaser by itself. The full payment of the Sale Price is deemed to have been remitted after complete satisfaction of title thereto (including verification of land records with state revenue department) and due and proper inspection of the Immovable Asset and Movable Assets and hence the Purchaser shall not be entitled to make any representation/complaint or raise any query/objection to the Liquidator as to the ownership or condition of the Immovable Asset and Movable Assets or any part thereof.

7. From the date of issue of Sale Certificate, notwithstanding anything to the contrary, the Purchaser shall hold the Immovable Asset and Movable Assets sold at its own risk and cost as regards any loss or damage to the Immovable Asset and Movable Assets by fire or any other natural calamities or due to theft, or from any other cause whatsoever, which shall be that of the Purchaser and the Liquidator shall not be liable for any such loss or damages.
8. The Purchaser will be bound by the regulations of the local / any other authority, as applicable in regard to the use of the Immovable Asset and Movable Assets.
9. Disputes if any shall be within the jurisdiction of Courts and Tribunals in New Delhi exclusively.
10. Words and expressions used hereinabove but not defined herein shall have the same meaning respectively assigned to them under the Insolvency & Bankruptcy Code, 2016 and the rules/ regulations framed hereunder.

SCHEDULE-1



For Calpro Specialities Pvt. Ltd.

Authorised Signatory

1641

कुम्हार

क्र. १६५०

दिनांक 16 MAY 2019

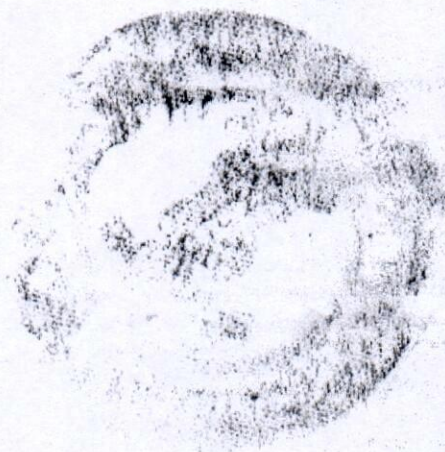
स्थाय प्रयोजन

वरांश रु० ₹5000

कृता का नाम व पद

पुरजचर बाणेश, लॉ. नं० 14

अध्यक्ष विवेका कला मिथुन



श्री 144 अतिरिक्त 107

अतिरिक्त 107



उत्तर प्रदेश UTTAR PRADESH

CW 487770

DESCRIPTION OF THE IMMOVABLE ASSET

Description of Land and Building	
Immovable Asset class	Immovable Asset Description
Free Land	Land at Khasra No. 637/3 and 638 in the Revenue Estate of Village Barhana Tomhera Road, Kosikalan-281403, District Mathura (UP). Area measuring <u>4.686</u> Hectares.
Building	Factory building appurtenant thereto.
The immovable Assets has been sold on "AS IS WHERE IS" and "WHATEVER THERE IS" basis.	

SCHEDULE - II

DESCRIPTION OF THE MOVABLE ASSETS

Description of Movable Assets
Plant & Machinery
Milk Collection Dock / Centre
Main Process Hall
Casein Section
Coagulation - New
Coagulation - Old



For Calpro Specialities Pvt. Ltd.

Authorised Signatory

1642 1640
क्रमांक 16 MAY 2019
स्थाप्य प्रयोजन
नगरीश रु० ₹5000
पेसा का नाम व वर.

पुरजयव बाणेश, लॉ० न० 11
उपस्थ विनोद उमर मिथुरा



For Cashio Specialities Pvt. Ltd

Authorized





उत्तर प्रदेश UTTAR PRADESH

BC 390436

Casein Dryer 1
Ultra Filtration System
Boiler Section
Chromatography
C.I.P. Yard
DG Set
Effluent Treatment Plant
Evaporation Plant
Fuel Oil Storage Yard
Ghee Powder Packing Room
Lactose Crystallization
Quality Assurance Dept / Lab Equipment's
Refrigeration Section
R.O. Plant
Water Supply System
Weigh Bridge
Work Shop Equipment's
Electric Sub Station
Cap Admin
Boiler
Casein Dryer 2
Coagulation
Cap-Elect
New Lab
Lactose Dryer
Packaging
Pilot Plant
Cap Process/Milk Processing
Refrigeration
RO
Spray Dryer
Wet Blending
Mcc Centre/Vlc



For Calpro Specialities Pvt. Ltd.



Authorised Signatory

1673

17 MAY 2019

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1000

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For Calpro Spec...

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उत्तर प्रदेश UTTAR PRADESH

BC 390437

Mozerilla Plant
Vehicles
Maruti Suzuki Alto LX (2008 model)
Bajaj CT 100 (3 nos) (2006 model)
Furniture & Fixtures
Other Office Equipments, including stores, computers, etc.

The Movable Assets have been sold on "AS IS WHERE IS" and "WHATEVER THERE IS" basis.

Arvind Garg
Liquidator

In the matter of Mahaan Proteins Limited - Liquidator

IBBI Registration No.

IBBI/IPA-003/IP-N00029/2017-2018/10189



Confirmed and Accepted

For Calpro Specialities Pvt. Ltd.

(Authorised Signatures of Purchaser)

Calpro Specialities Private Limited,

A-5, Saraswati House, Naraina

Industrial Area, Phase II,

New Delhi 110028

Date: New Delhi
Place:

Arvind Garg
Sd/- R.K. Garg

B-604 Registar Apartment

Plot No 36 Sector - 4

Dwarka, New Delhi - 110078

Mob: 9717301110

1674

1673

क्रमांक

४४०४

दिनांक 17 MAY 2019

आमंत्रित व्यक्ति

मूल्य रु. ₹1000

केवल का नाम व पता

प्रमाणित किया, क्र. १० १६

आमंत्रित व्यक्ति का नाम (पिता)



For Cairo Specimens Pvt Ltd

Authorised

भारतीय गैर न्यायिक

दस
रुपये
रु. 10



TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

उत्तर प्रदेश

UTTER PRADESH

First party- MAHAAN PROTEINS
LTD THROUGH LIQUIDATOR MR.
ARVIND GARG R/o Vill. BARHANA,
TUMOULA ROAD THE. CHHATA
MATHURA 281401



Second Party
SPECIALITIES PVT LTD R/o Vill.
BARHANA, TUMOULA ROAD THE.
CHHATA MATHURA 281401

For Capro Specialities Pvt. Ltd.



Authorised Signatory

Witness 1 - Amit verma s/o mr.
vipin kumar verma r/o 16A D 378892
colony Vasant Vihar New Delhi -
57

Aadhar Nm.- 2324 2032 4525

Witness 2- Ashok s/o Deviram R/o
Jogi Thok Kharout, Mathura

Aadhar- 5899 9640 3738

392110-9639274814

VIKRAM PANDEY
S/o R.P. PANDEY

JK-18GF
VIP - FLOORS
SECTOR - 81
FARIDABAD

mo No. 99531/10423

1684

17-5-19

प्रमाणित

राशि रु 10

का नाम व पता

गुरजयद दाजोय, सप्ट 70 10

मथुरा जिला मथुरा

कालो प्रेसलेमीज डालि ६२
किरकड ६० शमकक थक ७३
३६ का १००

आवेदन सं०: 201900761010136

वही संख्या 1 जिल्द संख्या 7377 के पृष्ठ 339 से 358 तक
क्रमांक 7514 पर दिनांक 17/05/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रदीपराणा

मथुरा

17/05/2019