

## **PROCESS INFORMATION DOCUMENT**

**Invitation for submitting Offers for Assignment or transfer of Not Readily Realisable Assets of M/S NCML INDUSTRIES 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 an order of Hon’ble National Company Law Tribunal (“NCLT”) dated March 08, 2019.**

**Date of Public Announcement:30.10.2021**

Issued by: -  
Gian Chand Narang - Liquidator  
**M/s NCML INDUSTRIES LTD.- IN  
LIQUIDATION**  
(CIN-U65923DL1996PLC082284)

Gian Chand Narang has been appointed as Liquidator of **M/S NCML INDUSTRIES LIMITED-In Liquidation** by Hon’ble National Company Law Tribunal (NCLT), Principal Bench, New Delhi vide order dated 08.03.2019 to manage, protect, sell and liquidate the property, assets, business and other affairs of the Corporate Debtor

*Registered office of the Company/ Corporate Debtor:* 1818, Naya Bazaar, Delhi- 110006  
*Corporate Office Company/ Corporate Debtor:* II- A/17, Nehru Nagar, Ghaziabad, Uttar Pradesh- 201001

Sd/-

Gian Chand Narang

IBBI Regn. Details:

Address: B-2/214, Varun Apartment, Sector-9, Rohini, New Delhi-110085

Email: [narangcg58@gmail.com](mailto:narangcg58@gmail.com)

Reg. No.: IBBI/IPA-002/IP-N00362/2017-18/11031

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Office Address: 409, Ansal Bhawan, 16, K.G.Marg, Connaught Place, New Delhi-110001

Contact No. 011-45101111

Email: [insolvency@arck.in](mailto:insolvency@arck.in)

Notes:

1. This Process Information Document is issued only for the Interested Investors.
2. Terms and conditions, timelines etc. for participating are provided in the Process Information Document.
3. The timelines, notifications, updates and other details for the process are available on the websites <http://www.arck.in>, of the Insolvency Professional Entity of the Liquidator.
4. Investors desirous to submit their offer/interest may have to contact the liquidator.

## **DISCLAIMER & PREFACE**

- 1.** This Process Information Document is issued by Gian Chand Narang, the Liquidator appointed by the Hon'ble NCLT, Principal Bench, New Delhi in the matter of liquidation process of M/S NCML INDUSTRIES LIMITED- In Liquidation, under Insolvency and Bankruptcy Code, 2016, for the purpose of assignment or transfer of not readily realizable assets of the company.
- 2.** The purpose of this document is to lay out the process for submitting the offers for the assignment or transfer of such receivables and Trade Debtors which are being considered as not readily realisable assets of M/S NCML INDUSTRIES LIMITED- In Liquidation (hereinafter referred to as the "Corporate Debtor" or "CD" or "Company") in accordance with Regulation 37A of IBBI (Liquidation Process) Regulations, 2016 (hereinafter referred to "Liquidation Regulations"), framed under the Insolvency and Bankruptcy Code, 2016 ("Code").
- 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 relating to the Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.
- 4.** It is to be noted that no information being provided in this Process Information Document claims it to be comprehensive. Doctrine of "Caveat Emptor" applies and therefore, independent due diligence of the intended user of this document or the interested investor is highly recommended.
- 5.** This Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, assigned or transferred, distributed, or published by the recipient, without prior written approval from the Liquidator.
- 6.** Neither the Liquidator, nor his Insolvency Professional Entity (ARCK Resolution Professionals LLP), 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 for the prospective investor not being selected as a Successful investor/assignee/transferee or on account of any decision taken by the Liquidator.
- 7.** Further, apart from the provisions set out in this Process Information Document, the prospective investor shall be responsible for fully satisfying the requirements and Provisions of the Insolvency and Bankruptcy Code, 2016 and of the Liquidation Regulations as well as all laws in force that are or may be applicable to the assignment or transfer process and for obtaining requisite regulatory approvals.
- 8.** It is to be noted that by procuring a copy of this Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this Process Information Document and part of all the other terms and conditions of this Process Information Document.

9. Under no circumstances shall the investor make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.

10. The Assets (i.e. receivables/trade debtors) of the Company are proposed to be assigned or transferred under Regulation 37A of the Liquidation Regulations 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 (receivables/trade debtors) of the Company does not entail transfer of any other title/right, except the title/right which the Company had on its assets (receivables/trade debtors) as on date of assignment or transfer.

11. The investor shall bear all its costs and charges associated with or relating to the preparation and submission of its offer 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 offer.

12. This Process Information Document is neither an agreement nor an offer by the Liquidator to the Prospective investors/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 investor 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.

13. Information provided in this Process Information Document to the Investor(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the Process Information Document.

14. The list of assets including debtors / receivables provided here with this process information document or otherwise uploaded on the specified website has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items up for assignment or transfer. The liquidator, however, neither guarantees the accuracy or completeness of the list nor confirms the availability/realisability of the individual items. The assignment or transfer under Regulation 37A of the Liquidation Process Regulations, 2016 will be on “**As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis**” and the prospective investors/assignees/transferees are cautioned to exercise their own diligence in respect of the usefulness, availability, realisability and other related aspects. For this purpose, a verification of available records of the company, if required, may be arranged for investors on best efforts basis by

the Liquidator. Further, the assets (receivables/trade debtors) for which the assignment/transfer is being contemplated are those assets which, in opinion of the Liquidator, are not readily realisable due to number of reasons. The assignment/transfer means that the liquidator will assign or transfer all rights & obligations pertaining to such assets to the prospective investor/assignee/transferee. Due to the inherent uncertainty surrounding their realisation the transaction of assignment/transfer will be at solely at the risk & responsibility of the investor/assignee/transferee. The prospective investors are requested to exercise their wisdom before making any decision as once the offer of such investors is accepted, the liquidator will not be responsible for any shortcomings/shortfall/realisability or any other consequences arising out of the assignment or transfer.

**15.** It must be noted that this Process Information Document does not create any obligation on the part of the Liquidator or the Stakeholders Consultation (Financial Creditors) Committee or the financial creditors or the lenders to accept the offer. The Liquidator, being guided by the overall principle of maximization of value to stakeholders, would be free to accept / reject / seek modification / suggest amendments / negotiate all / any offer received including negotiating for the terms / consideration / tenure or any other aspect etc. of the offer, cancelling the current process and/or start process afresh or any other action as it deems fit. Further, the Liquidator also reserves the right to extend the timeline for submitting offer or may even consider an offer made beyond the original / extended timeline. In case of multiple offers for assets (Receivables/Trade Debtors) on offer, the liquidator may accept the offer for a part or parts of assets / class of assets and may even resort to steps which among others may include open negotiations / inter-se bidding etc. for maximization of value. It may be noted that the current process may also be a part of preliminary price / value discovery mechanism and further process may be conducted taking the value discovered in the process as base value / price.

**16.** Without prejudice, the Liquidator reserves the right to seek a legal opinion in any matter during the process and proceed accordingly.

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## **A. INFORMATION MUST BE READ BEFORE INVESTING**

- 1.** This Process Information Document has been issued for the purpose of carrying out assignment or transfer of assets (receivables/trade debtors) of M/S NCML INDUSTRIES LIMITED- In Liquidation under the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC” or “Code”) and Regulation 37 A of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“Liquidation Regulations”).
- 2.** The information provided in this Process Information Document should be read together with the provisions of the IBC and the Liquidation Regulations. In the event of a conflict between this Process Information Document and the IBC or the Liquidation Regulations, the provisions of the IBC or the Liquidation Regulations, as the case may be, shall always prevail.
- 3.** The information contained in this Process Information Document or subsequently provided to Investor(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Investor(s) on the terms and conditions as set out in this Process Information Document.
- 4.** The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Process Information Document.
- 5.** The issuance of this Process Information Document does not imply that the Liquidator is bound to select an investor/assignee/transferee or to appoint the Preferred investor/assignee/transferee as successful investor/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.
- 6.** All terms and conditions with respect to the assignment or transfer under Regulation 37A of the Liquidation Regulations of the assets (receivables/trade debtors) of the company shall be governed by the directions of the Hon’ble National Company Law Tribunal (NCLT) and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to assignment or transfer under Regulation 37A of the Liquidation Regulations of the Assets and it would be open to the Liquidator to appoint such experts, professionals, or other persons, as the Liquidator might think necessary, in consultation with NCLT or Stakeholders (Financial Creditors) Consultation Committee, so as to enable the assignment or transfer of the assets.
- 7.** 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 [narangg58@gmail.com](mailto:narangg58@gmail.com) or [insolvency@arck.in](mailto:insolvency@arck.in).

**9.** It is clarified that if any right or interest in any asset devolves upon the Corporate Debtor pursuant to any future orders of Hon'ble NCLT/any other Court or any other Tribunal, the same shall not form part of this assignment or transfer under Regulation 37A of the Liquidation Regulations and shall be dealt separately as per the directions of such Hon'ble NCLT/court or tribunal or as per the provisions of the Code and Regulations made there-under.



## **B. INTRODUCTION**

- 1.** The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Regulations by an order of the Hon'ble NCLT dated 08.03.2019. As per the said order, Mr. Gian Chand Narang has been appointed as the Liquidator.
- 2.** It is an endeavour of the Liquidator to assign or transfer the not readily realisable assets comprising the liquidation estate of the Company 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 IBC or the Liquidation 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 Process Information Document.
- 3.** The assignment or transfer shall be conducted in the manner specified as per Regulation 37A of the Liquidation Regulations 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 Process Information Document.
- 4.** The investors are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Regulations, as the case maybe.

## C. ABOUT THE COMPANY

### **Brief Background:**

**M/S NCML INDUSTRIES LIMITED-in liquidation** (hereinafter referred to as “the Company” or “Corporate Debtor” or ‘CD’) was promoted by the Jain family of Ghaziabad who had been into the business of trading of edible oils since 1940s for last three generations. Its foundation was laid by Mr. Newal Chand Jain. He migrated to India from Pakistan at the time of partition and set up his business in India of trading of edible oil and vanaspati Ghee as a proprietorship firm, which was eventually taken over by his son, Mr. Mohan Lal Jain, in the year 1966. In early 1990s Mr. Mohan Lal Jain was joined in business by his sons Mr. Rajnish Jain & Mr. Manish Jain. On 26th Sep 1996, a new company was promoted to take over the business of this proprietorship firm and the company was named Newal Chand Mohan Lal Jain Pvt. Ltd. The company was renamed as NCML Exim Pvt. Ltd on 19.04.2007 and then NCML Industries Pvt. Ltd on 28.10.2010. It was converted into a public limited company and named as NCML Industries Ltd on 16.12.2010. To start with, they were engaged in trading of edible oils in domestic market only. Later on, they ventured into import of edible oils as well and also processing/packaging thereof at units of related concerns. In 2012 they set up an edible oil refining unit at Village Chajjarasi, Kulich Nagar, Pilakhuwa, District Hapur, Uttar Pradesh. Besides edible oil business, the company also has some assets in the form of windmills in the state of Tamilnadu. It has total 7 wind mills out of which 2 were funded by IREDA and 2 had been financed by Oriental Bank of commerce (now part of Punjab National Bank).

### ***Present Status:***

On 07.11.2017, the National Company Law Tribunal, Principal Bench, New Delhi, initiated the Corporate Insolvency Resolution Process (“CIRP”) of the Company for its failure to repay the debts owed to its lenders, on an application moved/filed by Central Bank of India, and appointed Mr. Gian Chand Narang as its Interim Resolution Professional. The Committee of Creditors resolved in its 1st meeting to continue him as a Resolution Professional, which was subsequently approved by Hon’ble NCLT. After the CIRP Period, Hon’ble NCLT, Principal Bench, New Delhi ordered for liquidation of the Company on 8th March 2019 as resolved/approved by the Committee of Creditors.

Mr. Gian Chand Narang, an Insolvency and Bankruptcy Board of India's (IBBI's) Registered Insolvency Professional, holding IBBI Registration Number: IBBI/IPA-002/IP-N00362/2017-18/11031 and the then Resolution Professional, was appointed as the Liquidator of the Company. Majority of the assets of the company comprising the Liquidation Estate have already been sold by the Liquidator under the Code.

However, some assets (receivables/trade debtors) of the company which have been construed as Non-readily Realisable assets owing to several issues, have been contemplated to be assigned or transferred under Regulation 37A of IBBI (Liquidation Process) Regulations, 2016. An enabling order of Hon'ble NCLT dated 12.05.2021 has been obtained.

#### **D. 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, **Regulation 37A has been inserted in IBBI (Liquidation Process) Regulations, 2016**, which provides as under:-

##### ***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.]***

Accordingly, in terms of Regulation 37A of the Liquidation Regulations the Liquidator has invited offers for assignment or transfer of Not Readily Realizable Assets of M/S NCML INDUSTRIES LIMITED- In Liquidation, list of which is attached at **Annexure IV**.

## **E. ELIGIBILITY**

The Investor (hereinafter also referred to as “Process Applicant”) for the purposes of assignment or transfer of not-readily realisable assets of the company 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 of the Company on offer if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (as amended from time to time).

A careful reading of Section 29 A of the IBC states that a person shall not be eligible to submit a bid/offer, 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 nonperforming 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

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.]

***(Note: For complete text of Sec 29A, please refer to the Insolvency and Bankruptcy Code, 2016)***

## **F. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE INVESTOR**

The prospective Investor or process applicant would need to submit the following forms, documents and authorizations to participate in the Assignment/Transfer Process:

- 1.** Ownership Structure and Composition of the Investor, Proof of Identification, Current Address-Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
- 2.** Authorization to the Signatory (in case the Investor is a legal entity)
- 3.** Affidavit and Undertaking by the prospective Investor/process applicant (through Authorized Signatory in case the investor is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure I**.
- 4.** An eligible investor will need to submit the duly filled, signed and stamped Interest Application Form attached vide' **Annexure II**, and duly filled, signed and stamped Declaration by Investors attached vide' **Annexure III**.

Please note that only the eligible investors will gain access to documentation, additional information required for due diligence, after due submission of the documents required and declaration form. Further, if needed, the visit to corporate office of the company for due diligence for only the eligible investors may also be coordinated by the Liquidator on best effort basis subjectto disclaimer clause in the beginning of the Process Information Document.

***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 investors to evaluate their eligibility. The liquidator, at his sole discretion, may disqualify the prospective investor/process applicantfor non-submission of the requested documents.***



## **G. VISIT TO CORPORATE OFFICE FOR DUE DILIGENCE**

Eligible Investor may request the Liquidator to arrange for verification of documents/records pertaining to the assets (receivables/trade debtors) of the company on offer for assignment/transfer under Regulation 37A of Liquidation Regulations.

The Liquidator may coordinate verification of available documents/records of the company pertaining to the assets on offer for assignment/transfer for eligible Investor at any time prior to the closure of the assignment or transfer process, following a request for such verification by the eligible Investor on best effort basis. The Liquidator will communicate, in advance, to such eligible Investor, all the relevant details, terms and conditions, if any, with respect to such verification, if possible. The Liquidator reserves the right to not arrange a visit for verification for any reason whatsoever, irrespective of the request of the eligible Investor.

## H. DUE DILIGENCE

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

The assets (receivables/trade debtors) 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 Company does not entail transfer of any title/right, except the title/right which the Company has on the assets, as being offered, as on date of assignment/transfer. All assignment/transfer charges in respect of the relevant assets should be ascertained by the investor (being process applicant) and would be borne by the successful Investor.

## I. ASSIGNMENT/TRANSFER OF ASSETS

**NOTICE FOR ASSIGNMENT/TRANSFER OF ASSETS OF  
M/S NCML INDUSTRIES LIMITED (In Liquidation)  
(CIN-U65923DL1996PLC082284)**

**[Assignment/Transfer under Insolvency and Bankruptcy Code, 2016 (“IBC, 2016”)]**

Offers are invited for assignment/transfer of not readily realizable assets of NCML INDUSTRIES LIMITED (in liquidation) viz Receivables including Amount receivable from Various Government Authorities and Trade Debtors, under Regulation 37A of IBBI Liquidation Process Regulations, 2016 (Within ambit of IBC, 2016) on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**”

**Interested parties may submit their offers to the undersigned latest by 15th November 2021.**

The assignment/transfer will be subject to the provisions of the IBC, 2016, Regulations made thereunder and the Process Information Document.

For further details including the List of Receivables and Trade Debtors, please refer to Process Information Document uploaded on the website [www.arck.in](http://www.arck.in).

**Note:** Those who have already submitted their offer for not readily realizable assets of the company, are not required to submit their offer again. However, they may improvise their earlier submitted offer

Pls write or contact at below mentioned Email Id/Contact Number

**Mr Gian Chand Narang**

Liquidator-NCML Industries Limited (In Liquidation)

IBBI RegNo.- IBBI/IPA-002/IP-N00362/2017-18/11031

Reg Add: B-2/214, Varun Apartment, Sector-9, Rohini, New Delhi-110085

E-Mail : [insolvency@arck.in](mailto:insolvency@arck.in)/[narangcg58@gmail.com](mailto:narangcg58@gmail.com)

Mobile No.- 8860040302

Date: 30.10.2021

Place: New Delhi

**Notes:**

- 1. GST as applicable extra.**
- 2. Last Date for submission of offers: 15-11-2021**

## J. EARNEST MONEY DEPOSIT (EMD)

All the investors shall provide, along with or prior to submission of their offers / proposals for assignment or transfer of not readily realisable assets of the company on offer, an amount which is equal to the 10 % of the offered amount for the assets for which the offer is being made, **as earnest money by way of a direct transfer**, in the bank account of M/S NCML INDUSTRIES LIMITED— in liquidation under intimation to the Liquidator at [narangcg58@gmail.com](mailto:narangcg58@gmail.com) or [insolvency@arck.in](mailto:insolvency@arck.in). It should be noted that No Interest will be paid to investors in relation to such Earnest Money Deposit amount.

It may be noted that the investor may request the Liquidator to permit the investor to submit the Earnest Money Deposit through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the investor shall be accompanied by a suitable letter. Such an Associate or Associate Company must also be an Eligible person as per the requirements specified in this Process Information Document at Section E.

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

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

- a) if there is a breach of any of the conditions under this Process Information Document by the investor or in case investor is found to have made any misrepresentation; or
- b) if investor 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 as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
- c) if the investor is identified as the Successful investor and it fails to accept the Letter of Intent issued by the Liquidator.
- d) if the investor fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

### Set-Off of Earnest Money of the Successful investor-

Unless expressly indicated by the investor, the Earnest Money shall be set-off against or used as part of the consideration amount that the successful investor proposes to offer in relation to the assets on offer for assignment or transfer.

In case the offer is not accepted, then the Earnest Money paid by the investor shall be returned (without interest) to it within a reasonable time.

## **K. DECLARATION OF SUCCESSFUL INVESTOR & ASSIGNMENT/TRANSFER DEED**

The Liquidator after receiving the offers for assets on offer will evaluate the same and may engage in discussions / negotiations with the Investor/s. The investor/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 investor/s is acceptable, the liquidator shall declare the successful investor for the assets on offer. This right of selecting and declaring the successful investor shall solely rest with the Liquidator at all times with the approvals from Hon'ble NCLT or stakeholders' (Financial Creditors) consultation committee etc., if so required.

### Issuance of Letter of Intent and Transaction Documents

If the offer of any investor is found acceptable to the Liquidator/Stakeholders' (Financial Creditors) Consultation Committee, the Liquidator shall issue a Letter of Intent ('LOI') to the Successful investor. The Successful investor, within a period of 3 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 Successful investor and the Liquidator of the company upon receipt of the complete consideration amount in pursuance of assignment of assets (receivables/trade debtors) on offer.

### Default by Successful investor and its Results

In the event of the Successful investor withdrawing his offer or failing to comply with the provisions of Code and regulations framed thereunder or Process Information Document or fail to accept or make complete payment within stipulated time, the Liquidator shall have the right to forfeit the Earnest Money furnished or subsequent payment/s made by the Successful investor.

## L. FRAUDULENT AND CORRUPT PRACTICES

The prospective investor (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 successful investor. 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 investor, if the Liquidator, at his discretion, determines that the investor 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. In such an event, the Liquidator may forfeit the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this Process Information Document or Applicable Law/s.

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 investor/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 investor/process applicant.

The prospective investor/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 investor/process applicant to execute confidentiality agreement with the Company / Liquidator.

## **M. COSTS, EXPENSES AND TAX IMPLICATIONS**

The prospective investor/process applicant 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), verification, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the process.

It is hereby clarified that the prospective investor/process applicant shall make its own arrangements including accommodation for the discussion Meeting (if organized) or verification and all costs and expenses incurred in that relation shall be borne by the prospective investor/process applicant.

The prospective investor/process applicant shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence and matters incidental thereto or for any purpose in connection with the Process.

It is to be noted that all taxes, duties and charges applicable on assignment or transfer of assets (receivables/trade debtors) would be borne by the successful investor/process applicant. The prospective investor(assignee) has to bear the cess or other applicable tax i.e. GST, TDS etc.

The prospective investor shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the assignment/transfer process.

## **N. 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 Delhi, India



**ANNEXURE I**

**AFFIDAVIT AND UNDERTAKING**

Date:

Mr. Gian Chand Narang

Liquidator- M/S NMCL INDUSTRIES LIMITED (in liquidation)

409, Ansal Bhawan, K.G. Marg, Connaught Place, New Delhi – 110001

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

Dear Sir,

A. I/we ....., 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/we have understood the provisions of Section 29A of the Code. I/we 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 or in concert with .....

- 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:
- 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) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
- f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) has been and/or is 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
- j) has a connected person not eligible under clauses (a) to (i)

B. I/we undertake on behalf of

....., 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 assets being assigned/transferred.

C. I/we declare and undertake that in case ..... becomes ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

D. I/we also undertake that in case ..... 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 M/S NMCL INDUSTRIES LIMITED- In Liquidation.

E. I/we undertake that every information and records provided in Expression of Interest / Proposal is true and correct and discovery of any false information or record at any time will render the applicant/s ineligible to participate in the assignment/transfer process.

F. I/we undertake to maintain the confidentiality of the information and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the provisions of law.

G. I/we also further undertake that my offered consideration Amount will remain binding unless rejected by the Liquidator.

H. I/we confirm that the said declaration and disclosure is true and correct.

I. I/we am/are duly authorized to submit this declaration by virtue of

(DEPONENT) VERIFICATION

I/we, the deponent above, do hereby solemnly declare and affirm that the above statement given by me/us is true and correct to the best of my/our knowledge and belief and nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

**ANNEXURE II**  
**APPLICATION FORM**

Date:

Mr. Gian Chand Narang

Liquidator- M/S NMCL INDUSTRIES LIMITED (in liquidation)

409, Ansal Bhawan, K.G. Marg, Connaught Place, New Delhi – 110001

Dear Sir,

I / We, M/s ..... am/are desirous of submitting an offer/proposal for assignment or transfer of the not readily realisable assets of M/S NMCL INDUSTRIES LIMITED – In Liquidation, under Regulation 37A of IBBI (Liquidation Process) Regulations, 2016, announced by you in the newspaper publication dated 30.10.2021

Details of Corporate Debtor:

Name M/S NMCL INDUSTRIES LIMITED- in liquidation

Account No. 605920110000299

Bank Name Bank of India

Branch Large Corporate Branch, New Delhi-110002

IFSC Code BKID0006059

Detail of Investor/prospective applicant:

Name of Investor/applicant:

Constitution of Investor/applicant

Contact No.

Email ID

PAN No.

Address

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

Signature

Date:

Place: STAMP

### **ANNEXURE III**

#### **Declaration by Investors (Process Applicants)**

To

Mr. Gian Chand Narang

Liquidator- M/S NMCL INDUSTRIES LIMITED (in liquidation)

409, Ansal Bhawan, K.G. Marg, Connaught Place, New Delhi – 110001

Dear Sir,

1. I / We,-----the Investor (s)/process applicant(s) do hereby state that, I / We have read the entire terms and conditions for the assignment or transfer of the not readily realizable assets of M/S NMCL INDUSTRIES LIMITED– In Liquidation, under Regulation 37A of IBBI (Liquidation Process) Regulations, 2016, announced by you in the newspaper publication dated 30.10.2021, 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 assignment/transfer process.
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards consideration amount for assignment/transfer of assets on offer have been made by me / us as against my/our proposal / offer and that the particulars of remittance and all other information given by me/us in this regard 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 offer/proposal 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 proposal for assignment/transfer of assets on offer is accepted by the Liquidator and if, I / We, fail to acceptor act upon the terms and conditions of the assignment/transfer or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the assignment/transfer and offer letter, the EMD and other monies paid by me / us along with the offer form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended at sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration amount is not paid within timeline, the liquidator shall forfeit amount deposited till the date of default.

5. I / We understand that the EMD of all Investors shall be retained by the Liquidator and returned only after the successful conclusion of assignment/transfer of assets on offer. 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 process, submission of proposal for assignment or transfer pursuant to the provisions of the Process Information Document will not conflict with, or result in breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

7. The decision taken by the Liquidator with respect to the selection of the Successful Investor communicated to us shall be binding on me/us.

8. I / We also undertake to abide by the additional conditions if announced during the process including any announcement(s) on correction of and / or additions or deletions to the details of assets being offered for assignment/transfer.

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 the proposal.

10. I/We hereby confirm that I/we are eligible to for assignment/transfer of assets of the Company on offer under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL) Name:

Address: Email:

**ANNEXURE IV**

**Details of Assets (Receivables/Trade Debtors)**

<b>Particulars</b>	<b>Amount</b>
<b><u>Amount Recoverable</u></b>	<b>INR</b>
Excise Duty Paid - (Under Protest)	275036.00
Security Deposit (FDR) with Sales Tax –Rajkot	15000.00
Security With Sales Tax Ghaziabad (FDR-PNB A/C)	77926.00
Security Deposit (FDR) with Sales Tax –Gandhidham	10000.00
Security Deposit (FDR) with Sales Tax –Delhi	35000.00
Security Deposit (FDR) with Sales Tax –Mumbai	30000.00
Security Deposit (FDR) with Sales Tax –Ghaziabad	62590.00
Security Against Stay Order (Indian Stamp Act)	2304104.00
Security Deposit-EEEUDD GZB(Food India)	84860.00
SECURITY ELECTRICITY(IIA/17)	4600.00
SUNDARAM FINANCE LTD.(TDS)	132773.00
Vat Under Protest- on vehicle seizure	184416.00
Volks Wagen Finance Pvt. Ltd( TDS)	29987.00
<b>Total (A)</b>	<b>3246292.00</b>
<b><u>Recoverable from debtors</u></b>	<b>INR</b>
Ayush Industries	39403.00
Bhawani Traders, Meerut	107218.00
B.L.Agro Oils Ltd.	3061668.00
Bunge India Pvt. Ltd-Rajkot	19940.00
D.K.Chemicals Pvt. Ltd.	282842.35
Fourcee Infrastructure Equipments Pvt. Ltd.	615693.50

Highways Stars	800.00
Kanchan Enterprises- Sale A/C	799165.50
Krishna Corporation-Sale A/C	1063236.10
Maash Agroils-Sale A/c.	2266.10
Narayan Trading Co.-Sale A/C	200000.00
Nimesh Oil Pvt Ltd-Rajkot	1361610.00
R.K. Enterprises, Parwanoo	160326.40
Safal Oil Industries	998884.00
Salasar Foods	7122.00
Sheetal Enterprises	238580.00
Shivam Enterprises	146200.00
Shri Sai Sales Corporation-Sale A/c	1072639.00
Sunny Corporation	64489111.00
Tirupati Impex	68058012.00
<b>Total (B)</b>	<b>142724716.95</b>
<b>Grand Total (A+B)</b>	<b>145971008.95</b>