

# NRC LIMITED

67, Ground Floor, 75 - Surajmal Building Nakhoda Street, Pydhonie, , Mandvi, Mumbai- 400003

CIN: L17120MH1946PLC005227

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**REFERING TO THE ADVERTISEMENT ISSUED ON 06.04.2019 IN FREE PRESS JOURNAL (ENGLISH) AND NAVSHAKTI ( MARATHI ) HOSTED ON THE WEBSITE OF NRC LIMITED IN RESPECT OF E-AUCTION OF ASSET.**

## **E-Auction Document**

### **In respect of auction of asset of NRC LIMITED**

Date of Advertisement	06.04.2019
Schedule of Inspection	10.04.2019 to 13.04.2019, Time from 11.00 A.M. to 4.00 P.M.
Last date/ time for submission of tenders	On or before 16.04.2019 up to 3.00 P.M
Schedule of opening tenders and auction	On 18.04.2019, from 11:00:00 AM to 05:00:00 PM
Venue for opening tenders	NRC Factory, Post Mohone, Taluka Kalyan, Dist. Thane.
Contact Details of officials	Sampada Shivalkar- +91-8850591540

This auction document consists of following:

1. Official Copy of Advertisement
2. Terms and Conditions
3. Tender Form
4. Deed of Indemnity

Date: 06.04.2019

Place: Mumbai

**Sd/-**

Vikas Prakash Gupta  
Resolution Professional  
(NRC Limited)

Registration No: IBBI/IPA-001/IP-P00501/2017-18/10889

# NRC LIMITED

67, Ground Floor, 75, Surajmal Building Nakhoda Street, Pydhonie, , Mandvi, Mumbai- 400003

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## Sale Notice

Notice is hereby given to the effect that the Asset mentioned herein, is for sale bye-Auction as per particulars given below:

Sr. no.	Asset	Approx Quantity (tones)	Location of the assets	Reserved Price (Rs.in Lakhs)	EMD Amount (Rs.in Lakhs)
1	Lead	30	NRC Factory, Post Mohone, Taluka Kalyan , Dist.Thane	80.36	8.04
2	Copper	4			
3	SS Materials, Pipes	10			
4	MS Scrap	20			
5	Assorted electric armoured cables.	Lot			
6	Lead with MS bars	5			

## Terms and Conditions of Sale

1.	Bid's for	Sale of Asset	
2.	Location	Reserved Price (Rs.in Lakhs)	EMD (Rs. in Lakhs)
See Annexure 'Sale Notice' for Details			
3.	Basis	"AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS"	
4.	How to Submit Tender	E-Auction will be conducted "Online". The auction will be conducted through the RP's approved service provider NPA <b>Source Helpline No. 9016641848</b> , Email: <a href="mailto:eauction@npasource.com">eauction@npasource.com</a> , <a href="mailto:atishya@npasource.com">atishya@npasource.com</a> at the web portal <a href="https://eauction.npasource.com/E-auction">https://eauction.npasource.com/E-auction</a> . Tender document containing online E-auction form, declaration, general terms and conditions of on online sale are available on the website <a href="https://eauction.npasource.com">https://eauction.npasource.com</a>	
5.	Mode of Payment of EMD (Earnest Money Deposit)	The EMD money shall be payable through NEFT/RTGS to the HDFC bank account in the name of NRC Ltd bearing Account no. 01942380000191, IFSC Code : HDFC0000194. Please note that the Cheques will not be accepted as EMD.	
6.	Refund of EMD	Within 7 working days of opening of tenders .The tenderers will not be entitled to claim any interest for any reason whatsoever.	
7.	Adjustment of EMD	The successful bidder shall pay 25% of the amount (inclusive of EMD) immediately on sale being knocked in bidder's favor and balance amount within 15 days without giving an further notice. Amount of EMD and/or initial deposit as above shall be forfeited on failure to pay the balance amount as mentioned above.	
8.	Forfeiture of EMD	For Bidders not complying with the terms and conditions specified in the tender - cum - auction documents, the EMD amount shall be forfeited.	

9.	Rejection of tenders/bids	Tenders not received in the prescribed tender form or incomplete in any respect or unsigned or not accompanied by DD/PO for the requisite EMD are liable to be summarily rejected.
10.	Type of offer and manner of payment	<p>The purchaser shall immediately on the date of sale confirmation, pay a deposit of 40% (inclusive of EMD) by way of NEFT/RTGS on the amount of sale price to the authorized officer conducting the sale.</p> <p>The balance amount of the purchase price payable shall be paid by the purchaser within 15 days from the date of confirmation of sale. Account details as mentioned in clause 5 above.</p>
11	Presence of bidders	Bidders through their authorized representatives will be allowed to remain present at the time of opening of tenders subject to submitting authority letters & valid proof of identity.
12	Selection of best offer	Shall be decided by the RP.
13	Liability of the purchaser	The purchaser shall bear the applicable stamp duties, Transfer charges, lifting fees, in addition to statutory/statutory dues, taxes owing to anybody. The successful purchaser shall not deduct any TCS from the served price amount. GST will be applicable as per the prevailing rates.
14.	Inspection of assets	The interested parties are advised to submit their tenders after inspection of the asset. The prospective bidder shall visit/inspect the asset at their own cost.
15	Disputes/Litigations	In case of disputes in tender/auction, the decision of RP shall be final and binding on all, and any litigation shall be subject to jurisdiction of NCLT- Mumbai Bench.

16	Miscellaneous	<ul style="list-style-type: none"><li>• Tenders with conditional offer will be treated as invalid.</li><li>• Correspondence about any Change/modification in the offer after submission of tender will not be entertained.</li><li>• If any tenderer wishes to give a fresh offer for the asset before the last date prescribed for submission of the tender in the concerned advertisement, they may file a fresh tender with appropriate EMD.</li><li>• The RP reserves the right to postpone/cancel or vary the terms &amp; conditions of auction without assigning any reasons thereof.</li><li>• No bids/offers below reserve price shall be entertained.</li><li>• Incase the quantity of scrap is more than the above mentioned quantity, the amount in excess shall be paid for the difference quantity as per the unit rate.</li><li>• The auction will be conducted under supervision of the authorized officer of the RP</li></ul>
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## TENDER FORM

To,  
The Resolution Professional  
NRC Limited  
67, Ground Floor, 75 -Surajmal Building,  
Nakhoda Street, Pydhonie,  
Mandvi, Mumbai 400003

**Ref: REFERINGTO ADVERTISEMENT ISSUED ON 06.04.2019 IN FINANCIAL EXPRESS (ENGLISH) AND NAVSHAKTI (MARATHI) HOSTED ON THE WEBSITE OF NRC LIMITED IN RESPECT OF E-AUCTION OF ASSET**

### **E-Auction Document** **In respect of auction Asset of NRC Limited**

- I/We, the tenderer(s) do hereby state that, I/We have read the E-Auction Document and the terms and conditions of tender and the above advertisement and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the bid conditions. My/Our offer for purchase of the assets as appearing in the E-Auction Document is as under:

1.	Details of the Firm/Company/Organization: Constitution details, Corporate Address, Registered Address, Telephone No, Fax, Email etc	
2.	Address of the Tenderer / Bidder , along with the proof of office/ residential address.	
3.	Identification Proof to be enclosed (self attested PAN card/Passport/ Driving License)	
4.	Details of the BID offer	
5.	Detailsof EMD	Draft No.:            Dated: Drawn on: Payable at: OR Detailsof NEFT/RTGS:

- I/We further declare that, I/We intend to purchase the above mentioned Asset(s) for our own/business use and that the information revealed by me/us in this document is true and correct to the best of my/our knowledge and belief.
- I/We agree if any of the statement/information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case the Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited by the seller and also he is at liberty to annul the offer made to me/us at any point of time.
- I/We agree, that in the event of acquisition of the assets , not to engage in any activity of hazardous/prohibited items as specified by Government of India from time to time.
- I/We also agree that after my/our offer given in my/our tender for purchase of Asset is accepted, and if I/We fail to accept the terms and conditions of the offer letter, or am/are not able complete the transaction within the time limit specified in the offer letter, the Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited and seller has also a right to proceed against me/us for specific performance of the contract.
- I/We will not claim any interest till three months from the date of submission of offer.

Yours Faithfully,

Signature of the Tenderer  
Authorised Signatory M/s.

**Enclosures:**

1. Demand Draft OR Details of NEFT/RTGS
2. Address Proof

## DEED OF INDEMNITY

(Stamp duty for Deed of Indemnity as applicable in the state of Maharashtra) (This forms part of terms and conditions of invitations and sale)

This **DEED OF INDEMNITY** is executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2018 by Mr. \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "The Purchaser" which expression shall unless it be repugnant to the subject or context thereof, includes its successors, nominees and assigns).

### **IN FAVOUR OF**

CA Vikas Prakash Gupta, the Resolution Professional ('RP') of NRC Limited, 67, Ground Floor, 75-Surajmal Building, Nakhoda Street, Pydhonie, Mandvi, Mumbai - 400003, hereinafter referred to as the "The Seller" (which expression shall unless it be repugnant to the subject or context thereof, includes its successors, nominees and assigns)

- A. Whereas the RP, pursuant to Insolvency & Bankruptcy Board of India (Corporate Insolvency Process) Regulations, 2016, has taken the possession of the assets for sale through E-auction of National Rayon Corporation Limited under CIRP.
- B. Whereas the RP confirmed offer in favour of the Purchaser \_\_\_\_\_ and subject to terms and conditions contained in the sale notice.
- C. Whereas as covenants of the documents of terms and conditions of sale state that "The adjudication of the stamp duty, payment of stamp duty, registration charges, uncovered transfer charges, if any, and all other incidental costs charges and expenses in connection with sale of the said Asset(s) shall be borne by the Purchaser.
- D. Whereas the documents of terms and conditions of sale and the sale notice further state that, the sale of Asset(s) is on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS". Further the Seller does not accept/undertake any responsibility for, nor shall the sale proceeds be subject to, any pending/outstanding statutory dues and any other dues such as water/electricity/ services charges/ transfer fees/dues of statutory authorities/taxes/duties, if any. The Asset is being sold under all known or unknown encumbrances.
- E. Further all the dues stated in clause D above, along with any additional dues or claims



attached to the Asset(s) or sale proceeds from its sale, shall be sole responsibility of the Purchaser.

F. The Seller has accepted the offer upon execution of the following indemnity:

**NOW THIS INDEMNITY WITNESSTH:-**

In consideration of the movable & immovable properties, the Purchaser .....hereby unconditionally, absolutely and irrevocably agree to indemnify and keep the Seller indemnified and save harmless, against any and all losses, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by the Seller for enforcement of indemnity)which the seller shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned above or any claim made by any person, entity, firm in respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of the Seller.

IN WITNESS whereof the Purchaser has put their hands on the day and year first hereinabove written.

Signed and Delivered by: The Purchaser

Date:

Place: Mumbai