E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for bids for auction of

M/S APEX BUILDSYS LIMITED

("In Liquidation"), as a going concern in totality
under the provisions of Insolvency and
Bankruptcy Code, 2016 ("Code" or "IBC")
by an order of Hon'ble National Company Law Tribunal ("NCLT")
dated 9th January 2020.

Date of Public Announcement
22nd January 2021

Date of E-Auction
15th February 2021

Issued by: -

Gian Chand Narang - Liquidator
IBBI Reg. No: IBBI/IPA-002/IP-N00362/2017-18/11031
M/s APEX BUILDSYS LIMITED. – IN LIQUIDATION
(CIN: L45400DL1993PLC051603)

(A company under liquidation process vide Hon'ble NCLT order dated 9th January 2020)

Registered office of the Company/ Corporate Debtor: B-292, Chandra Kanta Complex, Shop No. 7, Near Metro Pillar No. 161, New Ashok Nagar, New Delhi- 110096.
Corporate Office: C-56/41 (Fourth Floor), Sector-62, NOIDA-201303, Uttar Pradesh

Gian Chand Narang is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-002/IP-N00362/2017-18/11031. Gian Chand Narang has been appointed as Liquidator of M/s APEX BUILDSYS LIMITED (In Liquidation) by Hon'ble National Company Law Tribunal (NCLT), Principal Bench, Delhi vide order dated 09.01.2020 to manage, protect, sell and liquidate the property, assets, business and other affairs of M/s APEX BUILDSYS LIMITED (In Liquidation).

Gian Chand Narang
Partner in ARCK RESOLUTION PROFESSIONALS LLP

IBBI Regd. Details:
Email: narangcg58@gmail.com;
Address: B-2/214, Varun Apartment, Sector-9, Rohini, opposite N K Bagrodiya School
Reg. No. IBBI/IPA-002/IP-N00362/2017-18/11031
Contact No.- 8860040302

Correspondence Details:
Office Address: 409, Ansal Bhawan, 16, K.G. Marg, Connaught Place, New Delhi-110001 Contact No. 011-45101111
Email: insolvency@arck.in

Notes**:**

1. This E-Auction Process Information Document is issued only for the Interested Bidders.

2. Terms and conditions, deadlines etc. for participating in the Electronic Auction are provided in this E-Auction Process Information Document.

3. The timelines, notifications, updates and other details for the e-auction process are available on the websites http://www.arck.in, of the Insolvency Professional Entity of the Liquidator, https://ncltauction.auctiontiger.net and www.apexbuildsys.com

4. Bidders desirous to submit their bid have to submit their Bids on E- Auction Portal https://ncltauction.auctiontiger.net.

DISCLAIMER

1. This E-Auction Process Information Document is issued by Mr. Gian Chand Narang, the Liquidator appointed by the Hon'ble NCLT, Principal Bench, New Delhi, in the matter of liquidation of M/s APEX BUILDSYS LIMITED for general information purposes only.

2. The purpose of this document is to lay out the process for submitting the E-Auction Bids for sale of M/s APEX BUILDSYS LIMITED – in Liquidation (the "Company") as going concern in totality along with its employees/workers in accordance with The Insolvency and Bankruptcy Code, 2016 ("Code" or "IBC") and The Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (" Liquidation Regulations").

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 E-Auction 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 E-Auction Process Information Document claims it to be comprehensive. Independent due diligence of the intended user of this document or the bidder is highly recommended.

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

6. Neither the Liquidator nor his Insolvency Professional Entity, ARCK Resolution Professionals LLP, his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document, including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.

7. Further, apart from the provisions set out in this E-Auction Process Information Document, the E-Auction process applicant shall be responsible for fully satisfying the requirements and Provisions of the Code and of the Liquidation Regulations as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory approvals.

8. It is to be noted that by procuring a copy of this E-Auction Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this E-Auction Process Information Document and part of all the other terms and conditions of this E-Auction Process Information Document.

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

10. The Company is proposed to be sold as going concern in its totality along with employees/workers on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “Without any recourse basis” and the proposed sale of the Company does not entail transfer of any other title, except the title which the Company has on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.

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

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

13. Information provided in this E-Auction Process Information Document to the Bidder(s) has been collected and collated from several sources. The information given, 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 E-Auction Process Information Document.

14. The list of properties/plant and machinery/ office equipments/ inventory/ spares / consumables etc. provided in this document or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the corporate debtor. The liquidator, however, neither guarantees the accuracy or completeness of the list nor confirms the availability of the individual items at the site. The sale will be on "As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, condition, usefulness, availability and any other related aspects. For this the prospective bidders can conduct physical visit of the units of the company. The liquidator will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

INDEX

PARTICULARS	PAGE NO.
A. INFORMATION MUST BE READ BEFORE BIDDING	6
B. KEY DEFINITIONS	9
C. INTRODUCTION	11
D. THE COMPANY AND IT'S OVERVIEW	12
E. ELIGIBILITY	13
F. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER	16
G. PHYSICAL VERIFICATION AND SITE VISIT	17
H. DUE DILIGENCE	18
I. CORPORATE DEBTOR TO BE AUCTIONED AND RESERVE PRICE	19
J. EARNEST MONEY DEPOSIT (EMD) AMOUNT	20
K. DECLARATION OF SUCCESSFUL BIDDER	23
L. FRAUDULENT AND CORRUPT PRACTICES	24
M. COSTS, EXPENSES AND TAX IMPLICATIONS	26
N. GOVERNING LAWS AND JURISDICTION	27
O. TIMETABLE	27
Terms And Conditions	29
Format A	33
Annexure I	35
Annexure II	37
Annexure III	38
Annexure IV	40
Annexure V	41
Annexure VI	42
Annexure VII	47
Annexure VIII	50

A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document has been issued for the purpose of carrying out electronic auction (**e-Auction**) for sale of M/s APEX BUILDSYS LIMITED (in liquidation) (the "**Company**" or "Corporate Debtor" or "CD") as a going concern under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC" or "Code"**) and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).

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

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

5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the company as a going concern and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

6. E-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (**E- Auction Service Provider**") has been appointed as the E-Auction Service Provider. The sale of Company as a going concern shall be undertaken by the E- Auction Service Provider for and on behalf of the Seller/Liquidator through an e-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the e- auction are as follows:

Type of Bid	E-Auction
Seller	Gian Chand Narang (Liquidator for M/s APEX BUILDSYS LIMITED-in liquidation)
Website of E-Auction service Provider	https: //ncltauction.auctiontiger.net
Service Provider	E-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006 Gujarat (India) Contact person — Mr. Praveenkumar Thevar, Email id - nclt@auctiontiger.net / support@auctiontiger.net Mobile No. – 9722778828 - 079 6813 6854/55/51 079-6813 6800
Annexures and Formats	**Format A:** Format of letter for submission of EMD by Associate/Associate Company **Annexure 1-** Affidavit and Undertaking **Annexure 2 -**Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded) **Annexure 3-**Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid form) **Annexure 4-** Technical Terms and Conditions of E-Auction **Annexure 5-** Description of Assets **Annexure 6-** Broad list of Assets **Annexure 7-** Financial Highlights of the Corporate Debtor **Annexure 8-** Summary of Operations of the Corporate Debtor
Special Instructions	Please note that this bidding is a serious matter and last-minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Bidders.

7. All terms and conditions with respect to the sale of the company as a going concern shall be governed by the directions of the Liquidator, 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 sale of the company as a going concern 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, so as to enable the sale of the company as a going concern.

8. The Annexures to this E-Auction Process Information Document shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.

9. The title documents (if any) relating to the properties of the company shall be available on request to be made to the Liquidator at insolvency@arck.in

10. Two appeals bearing Company Appeal (AT) (Insolvency) No. 274 of 2020 and Company Appeal (AT) (Insolvency) No. 291 of 2020 had been filed by Mr. Amit Bharana, erstwhile Director of Corporate Debtor and Seven employees of corporate Debtor i.e. Nitin Sharma & Ors. respectively, with broadly the identical prayers against the order dated 09-01-2020 passed by Hon'ble Adjudicating Authority initiating Liquidation process against CD. These appeals since stand dismissed as per the Judgement of Hon'ble NCLAT vide its orders dated 12.01.2021.

B. KEY DEFINITIONS

"**Adjudicating Authority**" or "**NCLT**" shall mean the Hon'ble New Delhi Bench, New Delhi of the National Company Law Tribunal;

"**Applicable Laws**" shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Process Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;

"**Bid"** means, any bid submitted by the Bidders as required in terms of this E- Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

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

"E-Auction Process Participant" or **"Bidder"** mean, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

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

"**IBC"** shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time.

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

"**Liquidator**" means an insolvency professional appointed as a liquidator in accordance with section 34 of the IBC by Hon'ble NCLT;

"**Person**" shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

"**Qualified Bidder(s)**" shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.

"**Successful Bidder" or "Successful E-Auction Process Participant"** means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase.

C. INTRODUCTION

1. The Company's Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT dated 09.01.2020. As per the said order, Mr. Gian Chand Narang has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the company in its entirety as a "going concern" alongwith its employeesin the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case maybe.

D. THE COMPANY AND ITS OVERVIEW

Brief Background:

M/s Apex Buildsys Ltd ("Corporate Debtor" or "CD") was originally incorporated on 06th Jan 1993 under the name and style of "Era Financial Services (India) Ltd." In September 2006, its name was changed to Era E-Zone Ltd. Era E-Zone was engaged in the business of Multiplexes/cineplexes and had then planned to enter the real estate sector as well. On the other hand, the promoters had incorporated "Era Metal Building Systems Ltd." (EMBSL) as a subsidiary of Era Infra Engineering Ltd. ("EIEL") in 2005 to start manufacturing of pre-engineered buildings ("PEBs"). The promoters changed name of EMBSL from time to time and in September 2013 amalgamated Era E-Zone in it. Finally, the name of the merged entity was changed to the present one, Apex Buildsys Ltd. ("Apex") on 25.08.2014 to show its own identity as a separate company since its promoter/group company, Era Infra Engineering Ltd., had undergone restructuring under CDR mechanism during March 2014.

The company is engaged in the business of manufacturing of Pre-engineered buildings (PEBs): from idea, design, engineering, fabrication and erection of pre-engineered buildings for industrial sheds, commercial sheds & buildings, warehouses, and heavy fabrication of structural steel. It has two manufacturing and processing plants located at

a) Plot no. D-3 in the Umred Industrial Area, within the village limits of Belgaon and Kunbhari, outside Municipal limits, Chandrapur Road, Taluka Umred and District Nagpur, Maharashtra. (Operational)
b) Plot no 11, Sector-9, IIE Pantnagar, Rudrapur, Uddham Singh Nagar, Uttarakhanad, (activity ceased at this unit since January 2017)

Present Status:

Vide Order dated 20th September 2018, the National Company Law Tribunal, Principal Bench, New Delhi admitted Corporate Insolvency Resolution Process (CIRP) for the Company on the application of ICICI Bank Ltd 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 9th January 2020 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.

E. ELIGIBILITY

Any person who is not eligible to be a resolution applicant as per provisions of IBC is not eligible to submit a bid for purchase of the company. Thus, an E-Auction Process Applicant shall not be eligible to submit a bid for purchase of the Company as a going concern 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, 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.]

F. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

The E-Auction Process Applicant or the Bidder would need to submit the following forms, documents and authorizations as part of the Auction Plan by the bidder(s):

1. Ownership Structure and Composition of the E-Auction Applicant / Bidder, Proof of Identification, Current Address-Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone numbers et al;
2. Authorization to the Signatory (in case the bidder is a legal entity);
3. Affidavit and Undertaking by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure I**;
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide **Annexure II**, and duly filled, signed and stamped **Declaration by Bidders** attached vide **Annexure III**.

Please note that only the eligible bidders will gain access to documentation, additional information required for due diligence, after due submission of the required bid form and declaration form. Further, if needed, the site visits for only the eligible bidders may also be coordinated by the Liquidator.

Further, it should be noted that at any stage of the E-Auction process, the liquidator may ask for any documents from the prospective bidders to evaluate their eligibility. The liquidator, at his discretion may disqualify the prospective bidder for non-submission of the requested documents.

G. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the Liquidator to arrange for physical verification and site visit of the units, Properties and Assets of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the e-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible Bidder in advance. The Liquidator reserves the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

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

H. DUE DILIGENCE

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

The Company is proposed to be sold as a "going concern" in its totality along with its employees/workers on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse basis" and the proposed sale of the Company as a going concern does not entail transfer of any title, except the title which the Company has on the assets/properties as on date of transfer. All taxes / maintenance fee / transfer fee/outstanding rentals / electricity / water charges/ annual lease rentals/ unearned income in case of leasehold properties, etc., if any outstanding as on date or yet to fall due in respect of the relevant assets/properties should be ascertained by the E-Auction process applicant and would be borne by the successful bidder.

I. CORPORATE DEBTOR TO BE AUCTIONED AND RESERVE PRICE

SALE NOTICE FOR SALE OF APEX BUILDSYS LIMITED AS A GOING CONCERN

(Sale under Insolvency and Bankruptcy Code, 2016)

Lot	Details of Assets of Corporate Debtor i.e. Apex Buildsys Limited	Location	Reserve Price (Amount in INR Crore)	EMD (Amount in INR Crore) (10% of Reserve Price
1	Sale of Corporate Debtor as Going Concern in its totallity along with its employees /workers	Regd. Office: B-292, Chandra Kanta Complex, Shop No. 7, Near Metro Pillar No. 161, New Ashok Nagar, New Delhi- 110096 Units (manufacturing Facilities): 1. MIDC Plot No. D-3, Umred Industrial Area, Chandrapur Road, Taluka Umred, Distt Nagpur-441203 2. Industrial Plot No. 11, Sector-9, Industrial Integrated Estate (IIE), Pantnagar, Rudrapur post office, Udham Singh Nagar, Uttrakahnd - 263153	119.36	11.94

Please find appended, the indicative list of the Assets of the company in Annexure V

E-Auction date **15th February 2021**, from 12 PM to 2PM.

Last date to apply **12th February 2021**, till 5 PM.

For Detailed Terms:

Visit: www.arck.in , www.ncltauction.auctiontiger.net
Contact No.: Mr. Pratham Sethi at 8860090652, 011-45101111
Office E-Mail: insolvency@arck.in; narangcg58@gmail.com

Gian Chand Narang
Liquidator — M/s APEX BUILDSYS LIMITED
IBBI Reg. No: IBBI/IPA-002/IP-N00362/2017-18/11031
Correspondence Address: 409, Ansal Bhawan, 16 K G Marg,
New Delhi-110001

#It is to be noted that the bidder cannot place a bid for the company at a value below the Reserve Price.
Further, the bidders can increase their bid by a minimum incremental amount of Rs. 1,00,000/-

It must also be noted that the liquidator does not give any assurance or warranty of the physical condition of assets of corporate debtor and their suitability for any sort of operation that the bidder envisages.

J. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, prior to submission of their auction bids, an amount which is equal to the 10% of Reserve Price as **earnest money deposit.**

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

Provided that, the Liquidator reserves the right to accept such a request at 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.

a. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.
b. Through RTGS / NEFT to the account number of the company as provided under:

Name	APEX BUILDSYS LIMITED– IN LIQUIDATION
Account No.	135905001342
Bank Name	ICICI Bank
Branch	G-4,19 Arunachal Building, Barakhamba Road, New Delhi- 110001
IFSC Code	ICIC0001359

c. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.
d. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator as and when demanded.

e. All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at insolvency@arck.in or narangcg58@gmail.com

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

It is to be noted that the Earnest Money Deposit 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 E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or

b) if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time);or

c) if the Bidder is identified as the Successful bidder and it fails to pay balance sale consideration within the stipulated time as per the clauses of this E auction document (Terms & Conditions of e-auction) after being intimated as successful bidder by the Liquidator.

d) if the Successful Bidder, after being intimated by the liquidator as successful bidder, fails to make the complete payment as per the terms of E- auction documents.

e) In any of the above event, all the amounts deposited till that date shall be forfeited and the company will be offered to the next highest bidder.

Set-off of Earnest Money Deposit of the Successful Bidder

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

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

In case the auction fails, then the Earnest Money Deposit paid by the e-auction process applicant shall be returned (without interest) to such applicant within 7 (seven) days of the date of closure of e-auction process.

For successful bidders, a mail confirmation will be given for being successful bidder at the end of auction on the same day and shall be invited to provide balance sale consideration amount within ninety days of the date of such demand. Sale confirmation letter will be issued after the close of the E-auction. Successful bidder will submit the balance of final sale amount within 90 days of the close of Auction date. Also, it may be noted that payments made after thirty days shall attract interest at the rate of 12%, as per the provisions of the Code.

A sale certificate and / or conveyance document and/ or transfer documents for the relevant assets/properties shall be issued / executed between the Successful Bidder and the Liquidator after receipt of the balance sale consideration amount.

Default by Successful Bidder and its Results

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

K. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder for the company as a going concern in its totality along with its employees/workers. The successful bidder shall be determined on the basis of highest bid received for the company as going concern in its totality by the Liquidator via the E-Auction portal process keeping in view the Terms & Conditions of E-auction. In case of any dispute / discrepancy, the liquidator shall assess the E-Auction applications and declare the successful bidder offering maximum value for the auctioned company. This right of selecting and declaring the successful bidder shall solely rest with the Liquidator at all times.

L. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, the Liquidator shall reject an auction bid, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the liquidator may retain the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

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

"**coercive practice**" shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the auction Process;

"corrupt practice" shall mean

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

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

"**fraudulent practice**" shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction Process;

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

"**undesirable practice**" shall mean (i) establishing contact with any 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 auction Process; or (ii) having a Conflict of Interest.

The Bidder shall not involve himself for any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders.

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

M. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, Lifting of Material from the Site etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

It is hereby clarified that the E-Auction Process Applicant shall make its own arrangements including accommodation for the discussion Meeting (if organised) or Site Visit and all costs and expenses incurred in that relation shall be borne by the E-Auction Process Applicant.

The E-Auction Process Applicant shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets/properties and matters incidental thereto or for any purpose in connection with the E-Auction Process.

It is to be noted that all taxes applicable (including stamp duty implications and registration charges, transfer fee etc, indicative list appended below) on sale of the company as a going concern would be borne by the successful bidder

(i) The sale attracts stamp duty, registration charges etc. as per relevant laws;
(ii) The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name;
(iii) The payment of all statutory / non — statutory dues, taxes, rates, assessments, charges, fees, etc. owed by the "Company" to anybody shall be sole responsibility of successful bidder;
(iv) Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder.

The E-Auction process applicant 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 sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

N. GOVERNING LAWS AND JURISDICTION

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

O. TIMETABLE

The following timetable shall apply to the E-Auction Process Information Document. The timetable may be amended by the Liquidator through issuance of an addendum to the E-Auction Process Information Document.

S. No.	Event	Timeline (Days)
1	Public Announcement of Auction	22nd January 2021
2	Opening of Auction Portal and this E- Auction Process Information Document made available on the websites as per Terms and Conditions	22nd January 2021
3	Submission of Bid Forms, Declaration forms	From 22nd January 2021till 12th February 2021 till 5 PM
4	KYC declaration, Due Diligence	From 22nd January 2021till 12th February 2021 till 5 PM
5	Site Visits and Discussion Meeting (after mutual understanding)	From 22nd January 2021till 10th February 2021 till 5 PM (including Discussion Meeting)
6	EMD submission	From 22nd January 2021till 12th February 2021 till 5 PM
7	E — Auction	15th February 2021 (12 PM to 2 PM) with auto extension of 5 minutes each in the event of bids placed in the last 5 minutes, till the auction sale is concluded
8	Announcement of Successful Bidder	15th February 2021 after E-auction
9	Issuance of email confirmation as successful bidder and demand of balance of 25% of sale consideration after adjusting EMD	15th February 2021 after E-auction
10	Payment by successful bidder of balance of 25% of total consideration and issuance of sale confirmation	17th February 2021

11	Payment of balance consideration by successful bidder post sale confirmation **without any interest** (within 30 days of email confirmation as successful bidder and demand of balance)	17th March 2021
12	Payment of balance consideration by successful bidder post sale confirmation **with interest @ 12%** (after 30th day specified in point 11 but within 90th day of email confirmation as successful bidder)	15th May 2021
13	Return of EMD for unsuccessful bidders	On or before 22nd February 2021

*While the timeline for submission of bid forms and declaration forms is from 22.01.2021 to 12.02.2021 **(till 5 PM)**, please note that access to documentation, additional information and site visits will be granted only once the bidder submits the declaration form for his eligibility to participate in the bidding process.

Note –

1. Please note that only the Applicants obtaining User Id from the Liquidator shall be entitled to participate in the auction sale of company as a going concern.

2. The timeline for payment of final sale consideration amount shall not be extended. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD.

Terms and Conditions of the E-Auction:

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

1. E-Auction is being held for the company as going concern in its totality on **"AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS"** and will be conducted "**Online**". The auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited, at the web portal https://ncltauction.auctiontiger.net. E-Auction Process document containing E- Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites https://ncltauction.auctiontiger.net Interested bidders can register, bid and receive confirmation of their bid online.
   The requisition of additional information, if any, be sent to **insolvency@arck.in or narangcg58@gmail.com** disclosing the identity of the Applicant.

2. The Prospective Bidders should make their own Independent inquiries regarding the encumbrances, title of assets of the company put on auction as going concern and claims/rights/dues/ affecting the assets and should conduct their own due diligence prior to submitting their bid. The e-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The company is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/dues.

   The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address- Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator by **12th February 2021** 5:00 PM. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator.

3. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online e-auction on the portal https://ncltauction.auctiontiger.net, "Auction Tiger". The Liquidator will provide User ID & Password to the Eligible Bidders after due verification of KY C of the Eligible Bidders.

4. It should be the responsibility of the interested bidders to conduct due diligence, inspect and satisfy themselves before submission of the bid.

5. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.

6. The E-Auction / bidding of the company- Apex Buildsys Limited- in liquidation, as going concern in totality would be conducted exactly on the scheduled Date & Time as mentioned in this Process Document by way of inter-se bidding amongst the bidders. The bidders can increase their bid by a minimum incremental amount of Rs. 1,00,000/-. In case bid is placed in the last 5 minutes of the closing time of the e- auction, the closing time will automatically get extended for 5 minutes.

7. The EMD of unsuccessful bidders shall be refunded within 7 days. The EMD shall not bear any interest.

8. In case of the Successful Bidders, the EMD may be banked. The EMD shall not bear any interest.

9. The Liquidator will intimate through mail to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to pay balance of 25% of sale consideration amount after adjusting EMD and remaining 75% of the sale consideration amount within time stipulated in this document. Any default in payment by the successful bidder would entail forfeiture of amount deposited till that date and Liquidator will be free to do the re-auction and the defaulting bidder shall have no claim / right, whatsoever.

10. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.

11. 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 e-Auction or withdraw the company from the auction proceedings at any stage without assigning any reason thereof.

12. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).

13. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.

14. It is hereby clarified that if any asset devolves upon the Corporate Debtor pursuant to any future orders of Hon'ble NCLT/any other court or tribunal, the same shall not form part of this sale and will be dealt separately as per the directions of such Hon'ble NCLT/court or tribunal or as per the provisions of the Code/regulations.

15. No queries in this regard shall be entertained at the time of opening tenders / holding auction. Post acceptance of bid by the Liquidator, Bidder (s) shall not raise any grievance / complaint and shall not be permitted to withdraw the bid, either on the ground of discrepancy in size/area, defect in title of the assets/properties of the company or on any other ground whatsoever. After the offer of the Bidder is accepted by the Liquidator, such successful Bidder / his or her nominee shall be deemed to have unconditionally accepted all the terms and conditions of sale of the company as going concern and further shall be deemed to have waived all objections as to the title, description, measurements etc. in respect of the Assets/properties of the company.

16. The tenderers/bidders/offerors should carry out their due diligence and satisfy themselves on the title, ownership, and statutory approvals etc. of the assets/properties of the company before participating in the auction. Liquidator shall not be liable for any dues /charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation / local authority / Society / Builder, land & development office dues, statutory dues, taxes and / or dues of any other nature, if any. The Liquidator does not undertake any responsibility to procure any permission / license etc. in respect of company offered for sale as going concern.

17. The Sale Certificate will not be issued pending operation of any stay/ injunction/restraint order passed by the NCLT/NCLAT/High Court/Supreme Court or any other Court/Tribunal against the issue of Sale Certificate/confirmation of sale.

18. The possession will not be handed over to the Successful Bidder pending operation of any stay/ injunction/restraint order passed by NCLT/NCLAT/High Court/Supreme Court or any other Court/Tribunal.

19. Liquidator may, in its sole discretion, decide to waive / amend/modify/delete any condition under the terms of auction.

20. In case of any discrepancy between the publication of sale notice in English & vernacular newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.

21. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

22. The broad list of assets/properties etc. of the company provided here with the bid document or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the company. The liquidator, however, neither guarantee the accuracy or completeness of the list nor confirm the availability of the individual items at the sites of the company. The sale of the company as going concern in its totality will be on "***As Is Where Is, As Is What Is, Whatever There Is And Without Recourse Basis***" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, completeness, condition, usefulness, availability, and any other related aspects. For this the prospective bidders can conduct physical visit of premises/units of the company. The liquidator will not be responsible for any shortcomings/shortfall or any other consequences arising out of the sale.

Date: 22.01.2021
Place: New Delhi

Sd/-
Gian Chand Narang – Liquidator (M/s APEX BUILDSYS LIMITED)

IBBI Reg. No: IBBI/IPA-002/IP-N00362/2017-18/11031
Email: insolvency@arck.in; narangcg58@gmail.com
Address: 409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001
Contact No.- 8860040302/011-4510111

Contact Person:
Mr. Pratham Sethi – 8860090652

IP Registration Details:

IP Reg No - IBBI/IPA-002/IP-N00362/2017-18/11031
Regd. Email: narangcg58@gmail.com
Regd. Address: B-2/214, Varun Apartment, Sector-9, Rohini, opposite N K Bagrodiya School
Correspondence Email: insolvency@arck.in
Office Address: 409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

Format A

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE/ASSOCIATE COMPANY

To
Mr. Gian Chand Narang - Liquidator — M/s APEX BUILDSYS LIMITED
Correspondence Address: ARCK Resolution Professionals LLP, 409, Ansal Bhawan,
16 K.G. Marg, Connaught Place, New Delhi -110001

[Copy To:]

[Insert name of the Bidder with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money Deposit on behalf of bidder in relation to the auction of of Apex Buildsys Limited – in liquidation (the company) as a going concern in its totality.

In light of the bid for Apex Buildsys Limited-in liquidation as going concern in its totality alongwith its employees/workers submitted by ***[Insert name of the Bidder with address]*** in accordance with and subject to the provisions of the E-Auction Process Information Document dated 22.01.2021 in relation to the captioned transaction ("**E- Auction Process Information Document**"), issued by the Liquidator, ***[Insert name and address of the Associate Company and address of the head office]*** hereby declares and confirms it is [an / the] ***[Insert relationship of the Associate/Associate Company with the Bidder]*** of the Bidder (**"Associate Company"**), and the payment of the Earnest Money amount vide [***Insert mode of payment***] (**"Payment"**) is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the Process Information Document and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the E-Auction Process Information Document.

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Information Document.

Thank you.

Yours Sincerely,

[Signatures and name of the Authorised Officer of the
Associate Company]

Rubber stamp/ seal of Associate Company

ACKNOWLEDGEMENT

We hereby acknowledge and confirm the statements set out above by the Associate Company.

Yours Sincerely,

[Signatures and name of the Authorisred Officer of the bidder]

Rubber stamp/ seal of the Bidder

ANNEXURE I
AFFIDAVIT AND UNDERTAKING

Date:

To

Mr. Gian Chand Narang - Liquidator — M/s APEX BUILDSYS LIMITED
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 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 as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I/We confirm that neither **XYZ Limited** nor any person acting jointly with **XYZ Limited** or any person who is a promoter or in the management or control of **XYZ Limited** or any person acting jointly or in concert with **XYZLimited**:

a) is an undischarged insolvent;

b) is a willful 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 **XYZ Limited**, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.

C. I/We declare and undertake that in case **XYZ Limited** becomes ineligible at any stage during the Corporate Insolvency Resolution Process, it would inform the Resolution Professional forthwith on becoming ineligible.

D. I/We also undertake that in case **XYZ Limited** becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Apex Buildsys Limited - In Liquidation.

E. I/We also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.

F. I/We confirm that the said declaration and disclosure is true and correct.

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

(DEPONENT)

VERIFICATION

I/We, the deponent/s 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/S)

ANNEXURE II
BID APPLICATION FORM

Date:

To
Mr. Gian Chand Narang
Liquidator — M/s Apex Buildsys Limited
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

Dear Sir,

IWe am/are desirous in participating in the E-Auction announced by you in the newspaper publication dated ……. In .....(name of media journal)

Details of Corporate Debtor:

Name	APEX BUILDSYS LIMITED– IN LIQUIDATION
Account No.	135905001342
Bank Name	ICICI Bank Ltd.
Branch	G-4,19 Arunachal Building, Barakhamba Road, New Delhi- 110001
IFSC Code	ICIC0001359

Details of Bidder/ Bid Price Offered:

Name of Bidder	
Constitution of Bidder	
Contact No.	
Email ID	
PAN No.	
Address	

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

Signature

Date:

Place:
STAMP

ANNEXURE III
Declaration by Bidders

To
Mr. Gian Chand Narang
Liquidator — M/s Apex Buildsys Limited
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place,
New Delhi -110001

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of company as a going concern in its totality along with its employees/workers as specified in the E-Auction Process Information Document ("EPID") and have understood them fully. I /We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.

2. I / We declare that the Earnest Money Deposit (**EMD**) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.

3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller ("**Liquidator**") and the Seller will be at liberty to annul the offer made to me/us at any point of time.

4. I / We also agree that after my /our offer given in my /our bid for purchase of the company as going concern in its totality is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. In case final sale consideration amount is not paid within timeline, the liquidator shall forfeit EMD.

5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of the company as going concern. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.

6. I / We confirm that our participation in the e-auction process, submission of bid or acquisition of the company as going concern in its totality pursuant to the provisions of the E-Auction 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 bidder and communicated to me/us shall be binding on me/us.

8. I / We also undertake to abide by the additional conditions if announced during the e-auction process including any announcement(s) on correction of and / or additions or deletions till the time of auction at auction portal.

9. I / We confirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to any unforeseen circumstances etc. before or during the auction event.

10. I / We hereby confirm that I / we are eligible to purchase the Company as a going concern under Section 29A read with Section proviso to Section 35 (1) (f) of the Insolvency and Bankruptcy Code,2016.

(Signature with SEAL)

Name:

Address:

Email:

ANNEXURE IV

Technical Terms & Conditions of E-Auction Sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E-Auction Service Provider.

2. Intending bidders have to register with the e-auction service provider.

3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for the company.

4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.

6. Bidders are advised to change the password immediately on receipt thereof.

7. The Affidavit and Declaration as per the formats set out in ***Annexure I and III*** must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.

8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the E-Auction Process Information Document.

9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.

11. After the conclusion of the e-auction for the company, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the e-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.

12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above- mentioned reasons, it is advised not to wait for the last moment.

ANNEXURE V

Description of Assets

Assets owned by the Corporate Debtor include Leasehold Land & Building, Plant & Machinery, Vehicles, Furniture & Fixtures, Office Equipment and Computers situated at 2 Plant locations.

S.No.	Particulars	Unit-1 in Nagpur	Unit-2 in Pantnagar
A.	**Plant Details**		
(i)	Location of Factory Premises	Plot No. D-3, MIDC Umred, Girad-Mohapa Road, Belagaon, Umred, Nagpur-441203	Plot No. 11, Sector-9, I.I.E., SIDCUL, Industrial Area, Pantnagar -263153
(ii)	Total Land Area	256743 SQM	65201.42 SQM
(iii)	Build up Area	47740 SQM	31270 SQM
(iv)	Land Ownership	Leasehold Land for 95 Years	Leasehold Land for 90 Years
(v)	Connectivity with Rail/Road	By Road	By Road/Rail
B.	**Plant Capacities**		
	Product Manufactured at Plant	Pre-Engineered Building and Structures	Pre-Engineered Building and Structures
	Individual Capacity for each Product	1,20,000 MT	50,000 MT
C	**Machinery Details**	Broad list of Assets – Nagpur (Attached in **Annexure VI**)	Broad list of Assets – Pantnagar (Attached in **Annexure VI**)

The list of properties/plant and machinery/ office equipments/ inventory/ spares / consumables etc. of the company provided here with the bid document or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the company which is put up for sale as going concern in its totality. The liquidator, however, neither guarantees the accuracy or completeness of the list nor confirms the availability of the individual items at the sites/units. The sale will be on "As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, condition, usefulness, availability and any other related aspects. For this the prospective bidders can conduct physical visit of the units of the company. The liquidator will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

*For the details of fixed and other assets as mentioned above, please refer to the files uploaded on site https://ncltauction.auctiontiger.net and www.arck.in and www.apexbuildsys.com

*For further details such as documents etc., prospective bidders can refer to detailed annexure which is available at the site https://ncltauction.auctiontiger.net and www.arck.in and www.apexbuildsys.com

ANNEXURE VI
Broad List of Assets

The list of properties/plant and machinery/ office equipments/ inventory/ spares / consumables etc. of the company provided here with the bid document or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the company which is put up up for sale as going concern in its totality. The liquidator, however, neither guarantees the accuracy or completeness of the list nor confirms the availability of the individual items at the sites/units of the company. The sale will be on "As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, condition, usefulness, availability and any other related aspects. For this the prospective bidders can conduct physical visit of the premises/units of the company. The liquidator will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

Apex Buildsys Limited				
List of Machines- Pantnagar Plant				
S. No.	Machine Name	Make	Capacity of Machine	Qty.
1	10MM SHEAR	HINDUSTAN HY.	width 3000 mm, Thk. 10 mm	1
2	SHEAR MACHINE-10MM	HINDUSTAN HY.	Width - 3000 mm , Plat thk. - 10 mm	1
3	SHEAR MACHINE-13MM	DURMA ,TURKEY	Width - 6000 mm , Plat thk. - 13 mm	1
4	SHEAR MACHINE-13MM	LVD,BELGIUM	Width - 6000 mm , Plat thk. - 13 mm	1
5	SHEAR MACHINE-20MM	LVD,BELGIUM	Width - 3000mm , Plat thk. - 20 mm	1
6	PRESS BRAKE 200T	DERLAY (TAIWAN)	Capacity - 200 T , working length - 6000 mm	1
7	PRESS BRAKE 45T	HINDUSTAN HY.	Capacity - 45T. , Working length - 1670 mm	1
8	MECHANICAL PRESS 45T	SEYI	45T.	1
9	HYDROLIC PRESS 50T	KRISHNA ENGG. (INDIA)	50 TON	1
10	MECHANICAL PRESS110T	SEYI (TAIWAN)	110 TON	1
11	MECHANICAL PRESS200T	SEYI (TAIWAN)	200 TON	1
12	MECHANICAL PRESS60T	SEYI (TAIWAN)	60 TON	1
13	MECHANICAL PRESS80T	SEYI (TAIWAN)	80 TON	1
14	HYDRAULIC PRESS 50T	INDIA	CAPACITY 50 TON	1
15	MECHANICAL PRESS 80 T	INDIA	CAPACITY 80 TON	1
16	CNC MULTITORCH	YANG TONG (CHINA)	- 8 Torches - 15M table length	1
17	YANG TONG H-BEAM LINE	CHINA	- Beam Width - 2800mm - Depth - 1000mm - Web.thk. - 70mm - Flange thk. - 80mm - Tapered - 8° - Length - 15M - Welding speed- 1.5M/min	1
19	YANG TONG H-BEAM WELDING LINE -RAIL MODEL	CHINA	Beam depth upto 2800 mm	1
20	JING JONG H- BEAM LINE	JINGGONG	- Beam Width - 1500mm - Depth - 800mm - Web.thk. - 32mm - Flange thk. - 40mm - Tapered - 8° - Length - 15M - Welding speed- 2.4M/min	1
21	H-BEAM WELDING LINE	YANG TONG , CHINA	- Beam Width - 1500mm - Depth - 800mm	1
22	STEEL INVEST H-BEAM LINE	STEEL INVEST	- Beam Width - 1500mm - Depth - 500mm	1
23	AUTOMATIC PUNCHING &SHEARING	FICAP, ITALY	Flats min. 60x6mm, max. 500x25mm Angles(Punching on horizontal Flange) min. 50x50x6mm, max 160x160x16mm	1
24	RADIAL DRILL M/C	BATLIBOI /Prakesh/Relience	MAX. 60MM	4

Apex Buildsys Limited				
List of Machines- Pantnagar Plant				
S. No.	Machine Name	Make	Capacity of Machine	Qty.
25	C &Z PURLINE M/C	IL KWANG,KORIA	Purlin Width - 150 / 200 /230/250mm Thickness - 1.7mm to 2.5 mm. Punch size slot 18x22,round 14mm Line speed -20 m /min.	1
26	DECKING PROILE	JINGJONG	Coil thk. 0.7 to 1mm , Coil weight 5 ton	1
27	SHEET FOLDING M/C	Bigemaster	Length - 8020 mm,Insert depth 1130mm, bendind capacity -1.5mm	1
28	SHEETING M/C	IL KWANG	Sheet thk. 0.5 to 0.6mm , Coil weight 5ton	1
29	CRANE 05T	REVA (INDIA)	05 TON	20
30	CRANE 10T	REVA (INDIA)	10 TON	4
31	GENTARY CRANE 15T	ALPHA(INDIA)	15 Ton	1
32	Miscellaneous machine like MIG /ARC welding ,Grinding, Drilling, Threading			
33	Office Furniture & other accessories			

The above list of plant and machinery/ office equipment/ spares / consumables etc. provided above t or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the company which is put up for sale as going concern. The liquidator, however, neither guarantees the accuracy or completeness of the list nor confirms the availability of the individual items at the stated site/unit. The sale will be on "As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, condition, usefulness, availability and any other related aspects. For this the prospective bidders can conduct physical visit of the premises/unit. The liquidator will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

Apex Buildsys Limited				
List of Machines-Nagpur Plant				
Sr. No.	Machine Name	MAKE	Capacity of machine	Qty
1	Shear Machine-10mm	Wuxi Jinquiv	10mmX 3100mm	1
2	Shear Machine-25mm	Wuxi Jinquiv	25mmX3100mm	2
3	Shear Machine-10mm	Wuxi Jinquiv	10mmX 3100mm	1
4	Shear Machine-13mm	Durmazlar Makina	13mm X 6000mm	1
5	Shear Machine-10mm	Wuxi Jinquiv	10mmX 3100mm	1
6	CNC Drilling Machine-3D	Falcon CNC machineries Co Ltd.	Drilling Dia- 12.5mm- 40mm, Height of Web- 770mm-2500mm, Width of Flange-300-1000mm, Flange thickness-60mm, Max loading Cap. Of worktable-48T	1
7	Plate drilling m/c CNC	Jinan Fast	Drill max. - 50mm, thick max. - 80mm, max. plate 1650 X 1000	1
8	Plate drilling & Punching CNC	Jinan Fast	drill max. - 40mm, max punch - 25mm, max. thick for punch - 16mm	1
10	Power press 45T	WUXI	Clips and small parts max thickness 6mm	1
11	Multi Tourch	Yangtong, ESAB	Max thick 80mm, Speed- 550mm/min max.	2
12	Jingjong Welding Line	Jingjong	web - 200 to 1200, flange - 200 to 500, Speed-2.5 mts / min	1
13	Jingjong Welding Line	Jingjong	web - 200 to 1200, flange - 200 to 500, Speed-2.5 mts / min	1
14	Yang Tong Welding Line	Yangtong	web - 300 to 1500 flange - 0 to 800, max. thick - 32mm, max fillet - 20mm	1
15	Jing Jong Welding Line	Jing Jong	web ->200, flange -180 to 800, Speed-150-1500mm/min	1
16	Sheeting line	Senfong	0.6mm sheet, Speed-18 Mt/min	1
17	Long Folding	Jinggong	0.6mm sheet	1
18	C & Z Line - m/c 142	Senfong	3.15mm max, Speed-20 Mts/min	1
9	200 T Power Press	Seyi	Rod cuttig & bending upto 32mm	2
19	200 T Press Break m/c DURMA	Durma	Max thickness 5mm at 90 deg and 6000mm long	2
20	45 T Press Break m/c WUXI	WUXI	Clips and small parts max thickness 6mm, 2500mm long	1
21	45T PRESS	Chinfong	Clips upto max. thickness of 6mm	2
22	60T PRESS	Chinfong	Clips upto max. thickness of 12mm	2
23	80T PRESS	Chinfong	rod cutting and bending upto 20mm	4
24	110T PRESS	Seyi	rod cutting and bending upto 25mm	2

Apex Buildsys Limited				
List of Machines-Nagpur Plant				
Sr. No.	Machine Name	MAKE	Capacity of machine	Qty
25	Gantry Crane 15T	ALFA	15T	3
26	EOT Crane 10T	Demag	10T	5
27	EOT Crane 5T	Demag	5T	25
28	Miscellaneous machine like MIG /ARC welding ,Grinding, Drilling, Threading			
29	Office Furniture & other accessories			

The above list of plant and machinery/ office equipment/ spares / consumables etc. provided above t or otherwise uploaded on the respective websites has been fetched from the records of the corporate debtor and is only an indicative list to give a brief idea about the items owned by the company which is put up for sale as going concern. The liquidator, however, neither guarantees the accuracy or completeness of the list nor confirms the availability of the individual items at the stated site/unit. The sale will be on "As Is Where Is, As Is What Is, Whatever There Is and Without Recourse Basis" and the prospective bidders are cautioned to exercise their own diligence in respect of the quantity, quality, condition, usefulness, availability and any other related aspects. For this the prospective bidders can conduct physical visit of the premises/unit. The liquidator will not be responsible for any shortcomings/ shortfall or any other consequences arising out of the sale.

ANNEXURE VII

Financial Highlights of the Company

Excerpts from Balance Sheet for:

(Amount in INR Lakhs)

Particulars	FY 2019-20	FY 2018-19
	Audited	Audited
I. ASSETS		
(1) Non-Current Assets		
(a) Property, Plant and Equipment	14,048.59	15,340.14
(b) Financial Assets		
(i) Investments	8.61	17.84
(ii) Other Financial Assets	111.41	128.30
(c) Deferred Tax Assets	1,291.59	1,291.59
Total Non-Current Assets	**15,460,20**	**16,777.87**
(2) Current Assets		
(a) Inventories	1,565.98	2,030.87
(b) Financial Assets		
(i) Investments	36.23	36.23
(ii) Trade Receivables	13,070.21	13,327.10
(iii) Cash & Cash Equitable	495.87	237.91
(iv) Loans	4,757.27	4,910.11
(v) Other Assets	638.38	748.59
(c) Other Assets	1006.12	1082.32
Total Current Assets	**21,570.06**	**22,373.12**
Total Assets	**37,030.25**	**39,150.99**
II. Equity & Liabilities		
Equity		
(a) Equity Share Capital	1,371.86	1,371.86
(b) Other Equity	(15,103.70)	(13,690.90)
Total Equity	**(13,731.84)**	**(12,319.04)**
Liabilities		

(1) Non-Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	-	-
(b) Provisions	44.05	37.96
Total Non-Current Liabilities	**44.05**	**37.96**
(2) Current Liabilities		
(a) Financial Liabilities		
(i) Borrowings	18,240.90	18,240.90
(ii) Trade Payables	4,140.58	4,276.23
(iii) Other Financial Liabilities	25,916.34	25,881.82
(b) Other Current Liabilities	2,419.44	3,032.27
(c) Provisions	0.78	0.84
Total Current Liabilities	**50,718.04**	**51,432.07**
Total Liabilities	**50,762.09**	**51,470.03**
Total Equity & Liabilities	**37,030.25**	**39,150.99**

Profit & Loss Account for

(Amount in INR Lakhs)

Particulars	**FY 2019-20**	**FY 2018-19**
	Audited	**Audited**
(1) Income from Operations		
(a) Revenue from Operations	6,014.21	5,573.65
(b) Other Income	25.23	62.22
Total Income	**6,039.44**	**5,635.87**
(2) Expense		
(a) Cost of Material Consumed	1,723.63	2,174.66
(b) Changes in Inventories	339.73	(195.82)
(c) Direct Expenses	2,331.99	2,314.59
(d) Employee Benefits Expenses	1,019.96	1,003.04
(e) Finance Costs	0.21	2,464.59

(f) Depreciation	1,292.49	1,287.68
(g) Other Expenses	887.63	872.34
Total Expenses	**7,595.64**	**9,921.09**
(3) Earnings before Interest, Tax & Depreciation	**(1,556.20)**	**(4,285.21)**
(4) Share of Joint Venture	-	-
(5) Profit/(Loss) before exceptional items (3-4)	**(1,556.20)**	**(4,285.21)**
(6) Exceptional Items	156.38	-
(7) Profit/(Loss) before tax from Continuing Operations	**(1,399.82)**	**(4,285.21)**
(8) Tax Expense		
(a) Current Tax		
(b) Deferred Tax		
(c) Income Tax for earlier years		(0.32)
(9) Profit/(Loss) before tax from Continuing Operations	**(1,399.82)**	**(4,285.53)**
(10) Other Comprehensive Incomes		
(a) Acturial Gains/Losses	(3.74)	(18.31)
(b) Change in Fair Value of Equity Instrument	(9.24)	(1.31)
Total Comprehensive Income for the period (Comprising of Profit & (Loss) & other comprehensive Income for the period	**(1,412.80)**	**(4,305.15)**
(11) Earnings Per Equity Share of Rs. 2/- each, fully paid up (For Continuing Operations)		
(a) Basic EPS	(2.06)	(6.28)
(b) Diluted EPS	(2.06)	(6.28)

ANNEXURE VIII

Summary of Operations of the Corporate Debtor

Order on Hand/under Execution

SR NO.	CUSTOMER NAME	PO DATE	Weight			VALUE			TARGET COMPLETION MONTH
			AS PER PO	DISPATCHED	BALANCE TO DISPATCH	AS PER PO	PAYMENT RECEIVED	ACTUAL BALANCE AS ON DATE	
1	TATA BLUESCOPE LTD	1-Nov-20	1200	0	1200	16665600	0	16665600	APR'21
2	ZETWERK MANUFACTURING BUSINESS PVT LTD	27-Oct-20	500	185	315	11505000	1101003	10403997	FEB'21
3	SHAPOORJI PALLONJI AND COMPANY PVT LTD,BARMER	1-Oct-19 & 20-Oct-20	15000	13151	1849	242047500	172482539	69564961	MAR'21
4	ARTSON ENGINEERING LIMITED	7-Oct-20	900	241	659	15120000	109147	15010853	MAR'21
5	NATVAR CONSTRUCTION COMPANY & URB ENGINEERING PVT. LTD (JV)	11-Sep-20	1000	0	1000	38080000	1000000	37080000	APR'21
6	VRAJ & VAJ CONSTRUCTIONS	14-Jan-20	300	0	300	12036000	375000	11661000	APR'21
7	URC CONSTRUCTION (P) LTD	14-Aug-19	500	281	219	15340000	1958034	13381966	May'21
8	ITD CEMENTATION INDIA LTD -NAGPUR	3-Jun-19	1260	900	360	31752000	15996891	15755109	Mar'21
9	ISGEC-RITES BONGOIGAON,ASSAM	19-Feb-19	2135	1936	199	63636223	56718422	6917801	FEB'21
10	NAVAYUGA ENGINEERING COMPANY LTD	21-Sep-18	22750	0	22750	435708000	500000	435208000	DEC'22
TOTAL			**45,545**	**16,694**	**28,851**	**881,890,323**	**250,241,036**	**631,649,287**	

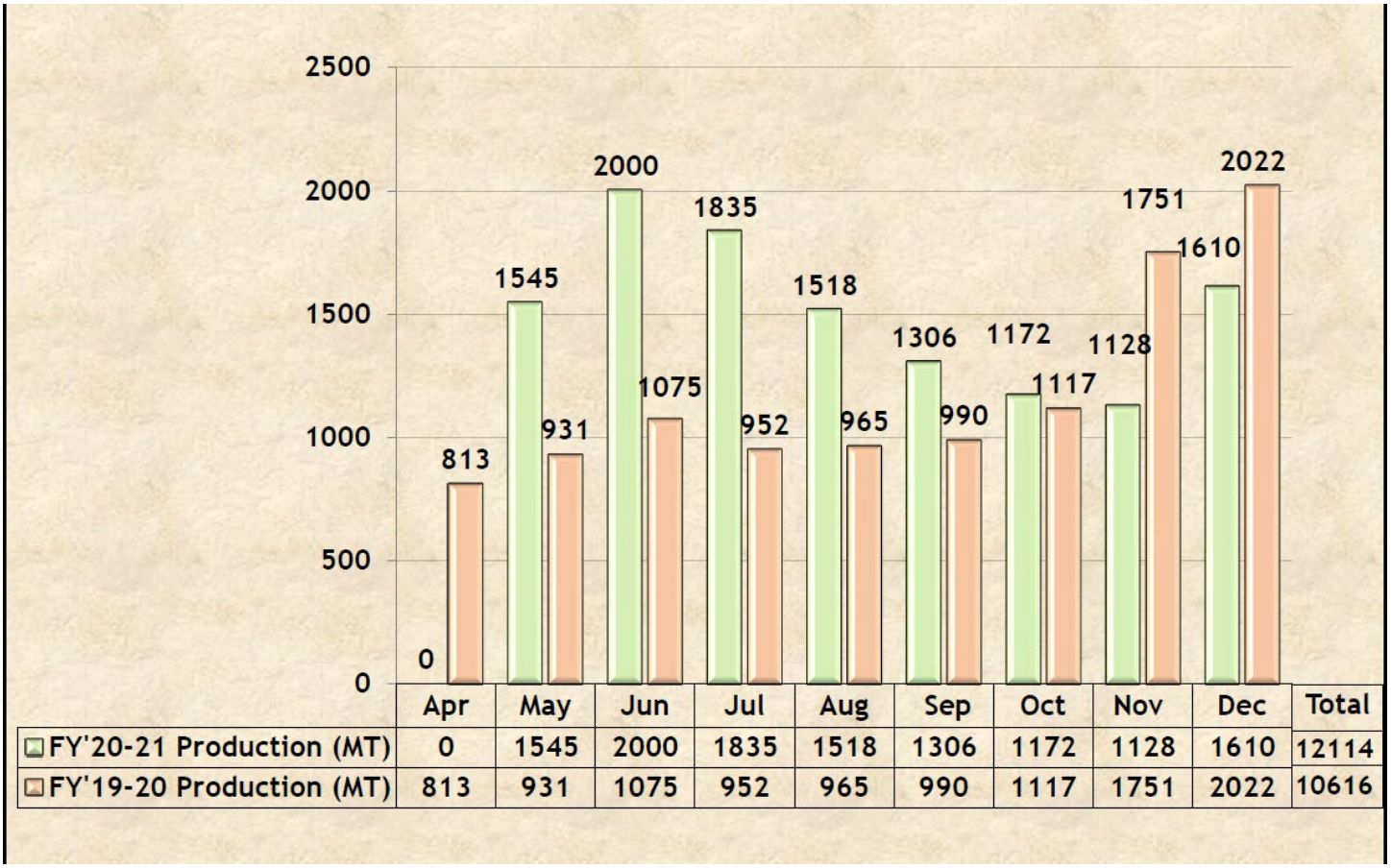
Orders under Negotiation

S. No.	Client Name	Weight (MT)
1	NCC AJNI	15,000
2	NCC PATNA AIRPORT	8,000
3	NCC CHHAPRA	8,000
4	SHAPOORJI NAGPUR	4500
5	ALFA INFRA,MUBAI	4,000
6	SHAPOORJI BARODA	4,000
7	KEC DHIRAT,BHIWARI	3,500
8	ZETWORK-RELIANCE MUMBAI METRO	2,600
9	SMS INFRA ,NAGPUR	2,500
10	ARVIND TECHNO,LUCKNOW	2,000
11	KEC-DUHAI METRO	2,000
12	ZETWORK ,GUJARAT	1,800
13	ZOOMA ENGINEERES	1,400
14	ACON	1250
15	NCC JABALPUR	1,200
16	AGARWAL GLOBAL INFRA	1,000
17	LOTAS CONSTRUCTION	1,000
18	NCC NAGPUR METRO	500
19	MAGO	500
20	BBG INFRA	350
TOTAL		**65,100**

PROJECTS COMPLETED DURING CIRP/LIQUIDATION PERIOD TILL DATE

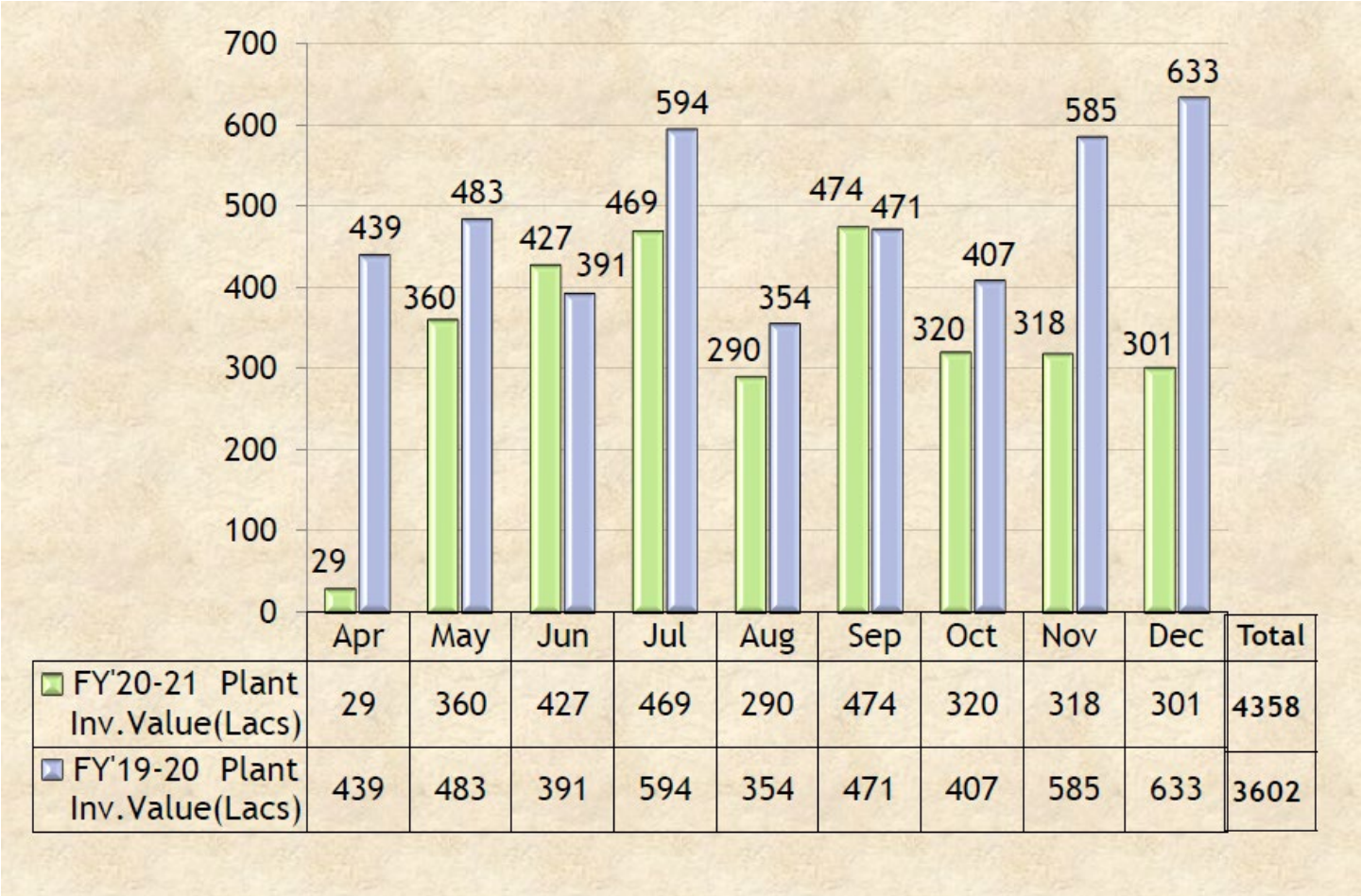
S.No	Sectors	Client Name	Scope of Work	Project Location	Quantity (MT)	Year of Completion	Remarks
1	Metro	Kochi Metro Rail Corporation	Supply of Launching Girder	Kochi	1100	2019	Completion Certificate Received
2		ITD Cementation India Limited	Supply and Erection of PEB Structure	Nagpur Metro	1000	2020	Completion Certificate Received
3	Railway	Tracks & Tower Infratech Pvt Ltd	Supply of Launching Girder	Goa	395	2020	Completion Certificate Received
4		Tracks & Tower Infratech Pvt Ltd	Supply of Launching Girder	Goa	395	2020	
5		GMR-SIL JV	Supply of Composite Girder	Uttar Pradesh	780	2019	
6	Industrial Building	Shapoorji Pallonji& Comapany Pvt Ltd	Supply of Steel Structure	HMEL,Bhatinda	10000	2020	Completion Certificate Received
7		SMCC Construction india limited	Supply and Erection of PEB Structure	Greater Noida	593	2018-19	
8		Takenaka India Pvt Ltd	Supply and Erection of PEB Structure	Rajasthan	212	2019	
9		MMP Industries Ltd	Supply and Erection of PEB Structure	Nagpur	700	2019	
10		Scon Projects	Supply and Erection of PEB Structure	Pune	1092	2020	Completion Certificate Received
TOTAL					**16267**		

Production (FY 20-21 Vs. FY 19-20)



	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FY'20-21 Production (MT)	0	1545	2000	1835	1518	1306	1172	1128	1610	12114
FY'19-20 Production (MT)	813	931	1075	952	965	990	1117	1751	2022	10616

Sale (FY 20-21 Vs. FY 19-20)



	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
FY'20-21 Plant Inv.Value(Lacs)	29	360	427	469	290	474	320	318	301	4358
FY'19-20 Plant Inv.Value(Lacs)	439	483	391	594	354	471	407	585	633	3602