

# **S. KUMARS NATIONWIDE LIMITED (IN LIQUIDATION)**

## **PROCESS MEMORANDUM**

**For assignment / transfer of Not Readily Realisable Assets (“Assets” / "NRRAs")**

**Issued by:**

**Mr. Om Prakash Agrawal**

**Liquidator**

**S. Kumars Nationwide Limited – In Liquidation**

**IBBI Reg. No: IBBI/IPA-001/IP-P00201/2017-18/10444**

**Office Address: I-21/22, Paragon Centre, Pandurang Budhkar Marg, Worli, Mumbai – 400 013**

**Email id: [lq.sknl@gmail.com](mailto:lq.sknl@gmail.com)**

**Date: September 7, 2024**

**Place: Mumbai**

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## 1. PREFACE, DISCLAIMER AND MUST-READ INFORMATION

*This detailed Process Memorandum is issued by Mr. Om Prakash Agrawal, the Liquidator appointed by the Hon'ble NCLT, Mumbai in the matter of liquidation process of S. Kumars Nationwide Limited - In Liquidation, under Insolvency and Bankruptcy Code, 2016, for the purpose of assignment or transfer of Not Readily Realizable Assets hereinafter referred to as "NRRA") of the company.*

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

*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 or documents relating to the Process Memorandum should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*

*The purpose of this document is to lay out the process for submitting the offer for the assignment or transfer of NRRA of S. Kumars Nationwide Limited - In Liquidation (herein after referred to as the "Corporate Debtor" or "CD" or "Company") in accordance with Regulation 37A of IBBI (Liquidation Process) Regulations, 2016 (hereinafter referred to "Liquidation Regulations"), framed under the Insolvency and Bankruptcy Code, 2016 ("Code"). The assets proposed are being assigned/ sold/ transferred on "As is where is basis", "As is what is basis", "Whatever there is basis" and "Without any recourse basis". The proposed assignment or transfer of assets of the Corporate Debtor does not entail transfer of any other title/right, except the title/right which the Corporate Debtor had on its assets as on date of assignment or transfer.*

*The Liquidator, his team members, Partners, Legal Associates, employees etc. shall not be liable to any user of this document including any prospective applicant or the prospective applicant selected as successful applicant for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this Process Memorandum or on account of any decision taken by the Liquidator relating to the assignment/ transfer process.*

*The information in this Process Memorandum, which does not purport to be comprehensive, is provided by the Company and has not been independently verified by the Liquidator. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, the Company or by any of its officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this Process Memorandum or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed. In so far as the information contained in this Process Memorandum includes current or historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this Process Memorandum, the Prospective Investor shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator.*

*This Process memorandum is neither an agreement nor an offer by the Liquidator to the*

*Prospective applicants/assignees/transferees or any other person. The objective of this Process Memorandum is to provide interested parties with information that may be useful to them in submitting their offer for assignment/ transfer of NRRA of the company. It may be noted that the assumptions, assessments, statements and information contained in the Process Memorandum may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Process Memorandum and may get independent advice from appropriate sources.*

*By procuring a copy of this Document, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this Document and all other terms and conditions of this Document. Further, no Person, including any prospective applicant or prospective applicant selected as successful applicant shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Document.*

*The Liquidator may, in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Process Memorandum. The issuance of this Process Memorandum does not imply that the Liquidator is bound to select an applicant/assignee/transferee or to appoint the Preferred applicant/assignee/transferee as successful applicant/assignee/transferee of NRRA of the company and the Liquidator reserves the right to reject all or any of the offers without assigning any reason whatsoever.*

*The Annexures to this Process Memorandum shall form an integral part hereof and this Process Memorandum shall always be read in conjunction with the Annexures appended hereto.*

*This Process Memorandum is not directly or indirectly transferable or assignable under any circumstances whatsoever.*

## 2. ABOUT THE COMPANY

S. Kumars Nationwide Limited (“**Corporate Debtor**” or “**Company**” or “**SKNL**”) is a textile and apparel company with expertise in multi-fibre manufacturing, presently under liquidation.

The Hon’ble NCLT, Mumbai Bench vide its order dated April 24, 2018, admitted application made under Section 7 of the Code and Corporate Insolvency Resolution Process (“**CIRP**”) was initiated in case of the Corporate Debtor. Thereafter, on an Application filed by the Resolution Professional, the Hon’ble NCLT was passed an Order dated June 19, 2019, to liquidate the Corporate Debtor under section 33(2) of the Code. By virtue of the said Order, Mr. Om Prakash Agrawal an Insolvency Professional having Registration Number IBBI/IPA-001/IP-P00201/2017-18/10444, was appointed as the Liquidator of the Company.

### 3. SALE NOTICE

**Invitation for Assignment of Not Readily Realizable Assets of  
S KUMARS NATIONWIDE LIMITED - In Liquidation  
(CIN: L17120MH1990PLC058361)**

Expression of Interest is invited from prospective eligible investors for Assignment of Assets, being Not Readily Realizable Assets (“NRRAs”), of S. Kumars Nationwide Limited (Corporate Debtor) under Regulation 37A of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. The Assets of the Corporate Debtor will be assigned for consideration on an “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis”.

The NRRAs include Claims filed with Debtors under CIRP/ Liquidation for the companies in India and outside India, Refund of TDS, Margin money deposit with the Bank, Insurance Proceeds, Rent Recovery and benefits/ recoveries in the avoidance and fraudulent applications filed under section 43 and 66 of the Insolvency and Bankruptcy Code, 2016. Details of assets, Terms & conditions of the assignment and procedure to be followed for the assignment of the assets is contained in the Process Memorandum dated September 7, 2024 which is uploaded on the website of the Corporate Debtor: <https://sknl.co.in/>

The last date to submit the Expression of Interest along with Earnest Money Deposit (EMD) is September 14, 2024 and the last date to submit the Offer for acquiring the NRRAs is September 28, 2024.

For any further information/ clarifications, please email us at [lq.sknl@gmail.com](mailto:lq.sknl@gmail.com)

Om Prakash Agrawal  
Liquidator  
S Kumars Nationwide Limited – In Liquidation  
IBBI Reg. No: IBBI/IPA-001/IP-P00201/2017-18/10444  
Email id: [lq.sknl@gmail.com](mailto:lq.sknl@gmail.com)

Date: September 7, 2024

Place: Mumbai

#### 4. DEFINITIONS

- A. **“Adjudicating Authority”** or **“NCLT”** shall mean the Hon’ble Mumbai Bench of the National Company Law Tribunal;
- B. **“Applicable Laws”** shall mean all applicable laws, 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 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 Sale Process Information Document or thereafter and each as amended from time to time;
- C. **“Assets”** shall mean the assets of the S Kumars Nationwide Limited as specified in Clause 6 of this Process Memorandum;
- D. **“Bid”** shall mean, any bid submitted by the applicant(s) as required in terms of this Process Memorandum and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;
- E. **“CIRP”** shall mean Corporate Insolvency Resolution Process as per the Insolvency and Bankruptcy Code, 2016;
- F. **“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 director cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;
- G. **“Process Memorandum”** shall mean this document including all the appendices hereto, for the purposes of setting out the process for submission of an expression of interest in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications there to issued in accordance with the terms hereof.
- H. **“Eligible applicant(s)”** shall mean applicant(s) who are eligible in terms of this Process Memorandum, provisions of IBC and provisions of the Liquidation Process Regulations;
- I. **“EOI”** or **“Expression of Interest”** shall mean an intimation from the Applicant(s)/ investor(s) to the Liquidator specifying their interest to be a part of the process memorandum.
- J. **“IBC”** shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued thereunder, as amended from time to time;
- K. **“Liquidation Process Regulations”** shall mean, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- L. **“Liquidator”** shall mean an insolvency professional appointed as a liquidator of the Company in accordance with section 34 of the IBC;

- M. **“Non-Readily Realisable Assets”** mean the assets of the company as described in Clause 6
- N. **“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;
- O. **“Prospective Investor”** mean, Person or Persons who have submitted an expression of interest as per the Process Memorandum; and shall include a Qualified Prospective Investor or the successful prospective investor, as the case may be, and as the context requires;
- P. **“Qualified Prospective Investor(s)”** shall mean a Prospective Investor whose expression of interest fulfills the eligibility criteria listed out in the Process Memorandum;
- Q. **“SKNL”** or **“The Company”** or **“Corporate Debtor”** S Kumars Nationwide Limited in Liquidation acting through the Liquidator;
- R. **“Seller”** shall mean S Kumars Nationwide Limited in Liquidation acting through the Liquidator;

Capitalized terms used herein but not defined otherwise shall have meaning prescribed to them under the provisions of the IBC and the rules and regulations thereunder.



## 5. POWERS OF LIQUIDATOR FOR ASSIGNMENT / TRANSFER

The Liquidator is empowered to assign or transfer of not readily realizable assets as envisaged in Regulation 37A of the Liquidation Regulations. The extracts of Regulation 37A are as follows:

### **Regulation 37A: Assignment of not readily realisable assets**

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

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

## 6. DETAILS OF ASSETS TO BE ASSIGNED OR TRANSFERRED.

Details of Not readily realisable assets (“NRRA”) proposed to be assigned as per Regulation 37A are as follows:

Sr. No.	Name/ description of the NRRA
1	<p>Claims lodged with Liquidator of Leggiuno SPA Italy in respect of following:</p> <p>a. Dues of <b>Euro 9,93,532.48</b> against supply of Fabrics during 2013-15 duly considered in the Procedure plan made under local insolvency law of Italy</p> <p>b. Dues of <b>Euro 20,590</b> against supply of Fabrics during 2018 duly considered by the Liquidator</p> <p>c. Dues of <b>Euro 32,47,172.55</b> against Equity Investment made by the Corporate Debtor. The Liquidator of the Leggiuno SPA is not considering this claim</p>
2	<p>Refund of TDS of <b>INR 32,57,250/-</b> deducted by UPL Ltd (out of Sale consideration of Land sold to them) and deposited with the Income Tax Department. The Liquidator had claimed that TDS was not applicable. Hon’ble NCLAT has supported this stand of the Liquidator. However, the Income Tax Department has filed an Appeal before Hon’ble Supreme Court, challenging decision of Hon’ble NCLAT. The decision of Hon’ble Supreme Court is yet awaited.</p>
3	<p>Claim of <b>INR 2,84,63,181/-</b> lodged with Resolution Professional of M/S BSFC Distributors Pvt. Ltd. (hereinafter referred as “BSFC”) as Unsecured Operational Creditor against dues of supply of Fabrics to BSFC. The said BSFC is currently under ‘Corporate Insolvency Resolution Process’ as per order of Hon’ble NCLT. The Claim includes interest amounting to INR1,51,29,241/-</p>
4	<p>Refund of <b>INR 5,00,000/-</b> paid to Interim Resolution Professional of M/S BSFC Distributors Pvt. Ltd., (who has been ordered to undergo CIRP upon Application under section 9 filed by the Liquidator) as Interim Finance as per directions of Hon’ble NCLT vide order dated August 30, 2023.</p>
5	<p>Refund of Margin money deposit of <b>INR 89,52,101/-</b> with Bank of India paid against Guarantees issued by a Bank in favour of Custom Authorities. IA filed by the Liquidator in this regard is yet to be adjudicated.</p>
6	<p>Benefits arising out of outcome of Application under section 43 and 66 of the Code, filed by the Resolution Professional under adjudication.</p> <p>The amount of recovery claimed in the aforesaid Application is <b>INR 3809,86,00,000/-</b></p>
7	<p>The Liquidator has lodged claim with United India Insurance Company Limited of INR 1,71,16,916/- for reimbursement of loss of property caused due to massive blast occurred in the premises of UPL LTD which is adjacent to the HVFC Unit of S Kumars Nationwide Ltd., at Jhagadhia, GIDC, Bharuch.</p> <p>The Liquidator has already received a claim money of INR 68,78,593/- from the Third-Party insurer.</p>

<b>Sr. No.</b>	<b>Name/ description of the NRRRA</b>
8	Outstanding Rent of INR 18,87,900/- to be recovered from tenant of the Residential flat owned by the Corporate Debtor located at Flat no. 1401, A – wing, 14th floor, CAMELLIA Building, Nahar Amrit Shakti, Chandivali, Andheri (E), Mumbai – 400072

**Note:**

Please refer to the detailed Asset Memorandum which is uploaded on the website of the Corporate Debtor: <https://sknl.co.in/>

Further details of the aforesaid NRRAs and copies of relevant documents shall be shared with eligible investors after examining the EOI along with EMD.

## **7. ELIGIBILITY CRITERIA**

As envisaged in Section 35 of the IBC, a Prospective Investor shall not be eligible to submit an expression of interest for the NRRAs of the Company if it fails to meet the eligibility criteria set out in Section 29A of the IBC (as amended from time to time).

Expression of Interest furnished by Applicant(s) which do not meet the said eligibility criteria shall be rejected forthwith, without providing any reason or incurring any liability.

## **8. SUBMISSION OF EXPRESSION OF INTEREST ALONG WITH EARNEST MONEY DEPOSIT (EMD) OF INR 25,000/-**

The Interested Applicant(s) would need to submit on or before September 14, 2024 the following forms, documents, authorizations, Expression of Interest along with EMD of INR 25,000/- for acquiring one or more of the Not Readily Realisable Assets.

- a. Ownership Structure and Composition of the Applicant(s) / Investor(s)
- b. Proof of Identification, Current Address Proof, PAN card, Aadhar Card, Valid Email ID, Landline and Mobile Number of the Applicant(s)/ Investor(s)
- c. Authorization to the Signatory (in case the applicant is the legal entity)
- d. Proof of Identification, Current Address Proof, PAN card, Aadhar Card, Valid Email ID, Landline and Mobile Number of the Authorized Signatory of the Applicant(s)/ Investor(s)
- e. Affidavit and Undertaking Confirming Eligibility Under Section 29A of the Code by the Prospective Investor (through Authorized Signatory in case the of a legal entity). The format of Affidavit and Undertaking is attached vide “**Annexure I**”
- f. An Interested Applicant(s) will need to submit the duly filled, signed and stamped Confidentiality Undertaking attached vide “**Annexure II**”
- g. Proof of depositing EMD of INR 25,000/- to the Bank Account of S. Kumars Nationwide Limited- In Liquidation
- h. Bank Account Details (Bank Name, Account Name, Account Number, IFSC) of such Account from which EMD is deposited to the Bank Account of S. Kumars Nationwide Limited- In Liquidation.
- i. The Applicant/s submitting EMD are required to furnish copy of cancelled cheque where the EMD of un-successful applicant/s shall be refunded by the Liquidator.

Further, it should be noted that at any stage of the process, the Liquidator may require the prospective Investor(s) to submit additional documents to evaluate their eligibility.

## 9. EARNEST MONEY DEPOSIT

All Participant(s), prior to the submission of their Offer, shall deposit an amount of INR 25,000/- as earnest money (“Earnest Money Deposit” or “EMD”), on or before September 14, 2024.

The Earnest Money shall be deposited by way of a Demand Draft issued by any scheduled commercial bank in India in favour of “S. Kumars Nationwide Limited- In Liquidation” or by way of direct bank transfer (RTGS / NEFT) to the bank account specified below. No interest will be paid to the Participant(s) in relation to the amount deposited as Earnest Money. In this regard, the following must be noted:

- A. Earnest Money is to be paid by the applicant(s) along with submission of Expression of Interest.
- B. The details for bank transfer of the Earnest Money are as follows:  
Account Number: 0187102000006224  
Beneficiary Name: S. Kumars Nationwide Limited - In Liquidation  
Bank Name: IDBI Bank Limited  
Branch: Lower Parel  
IFSC Code: IBKL0000187
- C. The intending applicant must deposit Earnest Money Deposit (EMD) amount by September 14, 2024 till 5.00 PM through DD/NEFT/RTGS in the Account of “S. Kumars Nationwide Limited - In Liquidation”.
- D. The entire Earnest Money amount shall be remitted by the applicant(s) from bank account owned by the applicant(s).
- E. Applicant(s) shall preserve the remittance challan and shall produce the same in front of the Liquidator as and when demanded.
- F. Applicants shall intimate details of payment of EMD to the Liquidator at [lq.sknl@gmail.com](mailto:lq.sknl@gmail.com)
- G. The Applicant/s submitting EMD are required to furnish copy of cancelled cheque where the EMD of un-successful applicant/s shall be refunded by the Liquidator.

### Adjustment of Earnest Money of the Successful Applicant(s)

The Earnest Money shall be allowed to be set-off against or used as part of the consideration in the final payment only.

**The Entire Amount paid by the applicant including the Earnest Money Deposit can be forfeited at any time, upon the occurrence of any of the following events:**

- A. If any of the conditions under this Document are breached by the Applicant(s) or in case the Applicant(s) is / are found to have made any misrepresentation; or
- B. If the Applicant(s) is / are found to be ineligible to submit the bid under Section 29A of

the IBC (as amended from time to time) or is / are found to have made a false or misleading declaration of eligibility under Section 29A of the IBC (as amended from time to time); or

- C. If the Applicant(s) is / are identified as the Successful applicant(s) and it fails to accept the Letter of Intent.
- D. If the Applicant/ applicant(s) is / are identified as the Successful applicant(s) and it fails to pay balance sale consideration as per terms of the sale.

**Return of Earnest Money Deposit of unsuccessful applicants**

The Earnest Money Deposit of unsuccessful applicants will be returned within 7 working days from the date of declaration of the Successful Applicant.

## **10. ISSUANCE OF ASSET MEMORANDUM TO ELIGIBLE APPLICANTS**

Pursuant to the submission of the expression of interest and other relevant documents mentioned in the above, the Liquidator would verify the eligibility of the Prospective Investors/ Applicants. The Prospective Applicants/ Investors will be informed about their eligibility within three days of receipt of the Expression of Interest and other relevant documents.

Subsequent to the eligibility verification, the Liquidator will share the Asset Memorandum (containing full details of NRRAs and copies of relevant documents for due diligence) with the eligible Applicant(s).



## **11. DUE DILIGENCE**

The Prospective Applicant may note that the Liquidator would not have verified any of the information, data or documents shared and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data.

The Liquidator may provide reasonable assistance in good faith but the applicants would be responsible to carry required due diligence before furnishing offer to the Liquidator for acquiring NRRAs.

The NRRAs of the Company are proposed to be assigned for consideration on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis” and the proposed assignment / transfer of Assets / NRRAs of the Company does not entail transfer of any title except the title which the Company had on its assets as on date of transfer. All statutory liabilities / taxes / demands / claims / maintenance fee / electricity / water charges / cost of litigation etc., outstanding as on date or yet to fall due in respect of the relevant asset should be ascertained by the process applicant and would be borne by the Prospective Investor/ Applicant.

Eligible Applicant may request the Liquidator to arrange for verification of documents / records pertaining to the NRRAs of the company for assignment / transfer under Regulation 37A of Liquidation Regulations.

## **12. SUBMISSION OF OFFER FOR ASSIGNMENT/ TRANSFER OF NRRA**

The Prospective Applicant(s) shall submit the offer latest by September 28, 2024.

The Liquidator, after receiving the offers for NRRA will evaluate the same and may engage in discussions/ negotiations with the Applicant(s), in consultation with the SCC to explore the best price in the interest of the stakeholders of the Corporate Debtor.

### **13. DECLARATION OF SUCCESSFUL APPLICANT**

If the Offer submitted by the applicant(s) is considered as acceptable by the liquidator in consultation with SCC, the acceptance of offer shall be intimated by the Liquidator to the respective applicant(s) by way of issuing Letter of Intent.

Further, the Successful Applicant would be required to make necessary arrangements and bear all the cost for the handover of NRRAs including the cost of litigations, wherever necessary. The details related to the letter of intent and handover process would be included in the Offer Document or assignment deed as the case may be, which would be shared with the Successful Applicant separately.

#### **14. ISSUANCE OF LETTER OF INTENT, RECEIPT OF CONSIDERATION AND EXECUTION OF ASSIGNMENT DEED**

If the offer of any applicant is found acceptable to the Liquidator/ Stakeholders' Consultation Committee, the Liquidator shall issue a Letter of Intent ('LOI') to the Successful applicant. The Successful applicant, within a period of 3 business days from issuance of LOI by liquidator, is required to unconditionally accept & acknowledge the LOI issued by the Liquidator, the terms of which shall be binding on him.

The Successful Applicant shall be required to pay full consideration amount within 10 days from the date of issuance of LOI by the Liquidator.

An Assignment Agreement/Deed of Assignment or any other document of similar nature like a special power of attorney etc. to give effect to the assignment or transfer contemplated under Regulation 37A of Liquidation Regulations, shall be executed, in consultation with the Lawyers, between the Successful applicant and the Liquidator of the company upon receipt of the full consideration amount.

## 15. FRAUDULENT AND CORRUPT PRACTICES

The Participant(s) shall observe the highest standard of ethics during the Process and subsequently during the closure of the sale process and declaration of Successful Applicant/ Investor. Notwithstanding anything to the contrary, contained in this Document, or in the Letter of Intent, the Liquidator shall reject a bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the Participant(s), if the Liquidator, at his discretion, determines that the Participant(s) has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Liquidator may invoke the Earnest Money, without prejudice to any other right or remedy that may be available under this 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 sale 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 sale 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 sale process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the sale process); or (ii) engaging in any manner whatsoever, during the sale 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 sale 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 sale process;

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

The Applicant(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other applicant(s). The applicant(s) 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 applicant(s) to execute confidentiality agreement with the Company/ Liquidator

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

The Participant(s) shall be responsible for all the costs incurred by it on account of its participation in the Process, including any costs associated with participation in the discussion meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Sale Process.

The Participant(s) shall be responsible for fully satisfying the requirements of the IBC and related Regulations as well as all Applicable Laws that relevant for the sale process. The Successful Investor 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.

The Successful Investor shall be responsible to take all required steps, at his costs, for obtaining transfer permission from respective statutory authorities / Sub-Registrar of Properties/ Revenue Authorities etc., if required and requisite regulatory or statutory or third-party or society approvals/ no-objections/ permission/ consents, if any, that are or may be required under Applicable Law for purchasing the assets under sale. However, the Liquidator shall extend all the required support.

The Successful Investor shall bear applicable Taxes/ Duties/ Cess including but not limited to periodical maintenance dues/ Property/ Municipal Taxes/ Duties/ Cess/ Stamp Duty/ Additional Stamp Duty/ Registration Charges/ Transfer Charges/ any Statutory dues/ Notified Area Tax/ Conversion Charges/ Premium/ Fees/ Cost of Litigations or any other Cost/Expense required to be incurred.

## **17. GOVERNING LAW AND JURISDICTION**

This Document, the Process and the other documents pursuant to this Document shall be governed by the laws of India and any dispute arising out of or in relation to this Document or the Sale Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at Mumbai, India.



## 18. TIMELINE

Given below is the timeline for the Sale Process:

<b>Sr. No.</b>	<b>Event</b>	<b>Timeline</b>
1.	Public Announcement	September 7, 2024
2.	Last date to submit Expression of Interest along with EMD of INR 25,000/-	September 14, 2024
3.	Last date for submission the offer	September 28, 2024
4.	Issuance of Letter of Intent (LOI)	After consultation with SCC
5.	Last date for payment of full consideration as per the LOI unconditionally accepted by the Successful Applicant	Within 10 days of the Issuance of LOI by the Liquidator
6.	Refund of EMD to non-successful applicant	Within 7 working days from the date of declaration of the Successful Applicant

## 19. ANNEXURES

### ANNEXURE I: FORMAT FOR AFFIDAVIT AND UNDERTAKING CONFIRMING ELIGIBILITY UNDER SECTION 29A OF IBC

*<<to be executed on Rs.100 stamp paper and to be duly  
notarized>>*

Date: [●]

Mr. Om Prakash Agrawal  
Liquidator  
S. Kumars Nationwide Limited - In Liquidation  
I-21/22, Paragon Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400013.

Sub: Affidavit and Undertaking by [●] on eligibility of [●] under Section 29A of the Insolvency and Bankruptcy Code, 2016.

Dear Sir,

I [Insert name of the authorized person of the EOI Applicant], son of/ daughter of [●], aged about [●] years, currently residing at [Address to be inserted] and having Aadhaar / Passport number [●], an authorised officer of [name of the EOI Applicant] having [registered] office at [\_\_\_\_\_] (“EOI Applicant”) , a term which also includes any person acting jointly with the EOI Applicant), on behalf of the EOI Applicant, do solemnly affirm and state to Mr. Om Prakash Agrawal, the Liquidator of S Kumars Nationwide Limited (“**Company/Corporate Debtor**”) as follows:

1. That the EOI Applicant or any person acting jointly with the EOI Applicant or in concert with EOI Applicant or any person who is a ‘connected person’ (as defined under the Insolvency and Bankruptcy Code, 2016 (“**Code**”),
  - a) is eligible to be a resolution applicant as per its meaning under the Code;
  - b) is not an un-discharged insolvent;
  - c) is not a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
  - d) at the time of submission of the EOI and the bid, 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 liquidation process of the corporate debtor:

Provided that the person shall be eligible to submit a bid if such person makes payment of all overdue amounts with interest thereon and charges relating to non - performing asset accounts before submission of bid;

Provided further that nothing in this clause shall apply to EOI 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, 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 Code.

- e) has not 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*;

- f) is not 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*;
- g) is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- h) has not been a promoter or in the management 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 applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;
- i) has not executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor

- and remains unpaid in full or part;
- j) subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- k) does not have 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 sale process applicant; or
- II. Any person who shall be the promoter or in management or control of the assets of the Company pursuant to sale thereof as part of the liquidation process of the Company; 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 this Explanation I shall apply to EOI 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, 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 Organization 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 the min 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 Securitization 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.”

- 2. That the EOI Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.

3. That in the event any of the above statements are found to be untrue, incomplete or incorrect, then the EOI Applicant unconditionally agrees to indemnify and hold harmless the Liquidator against any losses, claims or damages incurred by the Liquidator on account of such ineligibility of the EOI Applicant.
4. That the list of the connected persons of the EOI Applicant set out hereto is exhaustive and complete in all respects and the names of all the connected persons of the EOI Applicant have been set out thereunder without any omission whatsoever.
5. declare and undertake that in case [name of EOI Applicant or the person acting jointly with it or any of the connected person(s)] becomes ineligible at any stage during the Liquidation Process; it would inform the Liquidator forthwith on becoming ineligible.
6. I also undertake that in case [name of EOI Applicant or the person acting jointly with it or any of the connected person(s)] becomes ineligible at any time during the bid process for sale of assets of the Company including after submission of Earnest Money Deposit (“EMD”) towards bid, then the EMD would be forfeited and the same would be deposited in the account of S Kumars Nationwide Limited - In Liquidation.
7. I also further undertake that my bid Amount will remain binding unless rejected by the Liquidator.
8. I confirm that the said declaration and disclosure is true and correct, and I agree to compensate the Liquidator for any cost incurred in relation to ascertaining the veracity of this declaration.
9. I am duly authorized to submit this declaration by virtue of [●]. The said document is true, valid and genuine to the best of my knowledge, information and belief.

(DEPONENT)

### **VERIFICATION**

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

(DEPONENT)

**ANNEXURE II**  
**CONFIDENTIALITY UNDERTAKING BY THE PROSPECTIVE INVESTOR**  
*(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution)*

Date: \_\_\_\_\_

To,  
**Om Prakash Agrawal**  
**Liquidator**  
**S. Kumars Nationwide Limited – In Liquidation**  
I-21/22, Paragon Centre, Pandurang Budhkar Road, Worli, Mumbai 400013.

Sub: Confidentiality Undertaking by the Prospective Investor under the Insolvency and Bankruptcy Code, 2016.

This Confidentiality Undertaking has been signed by \_\_\_\_\_ [Insert name of the Prospective Investor] having its office at \_\_\_\_\_ [Insert address] acting through Mr. \_\_\_\_\_ [Name of person authorised of Prospective Investor], the authorized signatory / authorized representative (“**Prospective Investor**”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Om Prakash Agrawal, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P00201/2017-18/10444.

WHEREAS S. Kumars Nationwide Limited - In Liquidation, a company registered under Companies, Act, 1956 (hereafter referred as the “**Corporate Debtor**”) is undergoing Liquidation vide Hon'ble NCLT Mumbai, (“**NCLT**”) order dated June 19, 2019 (“**Liquidation Order**”). Vide the said Liquidation Order, Mr. Om Prakash Agrawal, an Insolvency Professional registered with Insolvency and Bankruptcy Board of India having Registration No. IBBI/IPA-001/IP-P00201/2017-18/10444 has been appointed as Liquidator (“**Liquidator**”) and has been taking appropriate steps and measures for realizing the assets of the Corporate Debtor as articulated in the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) read with Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“**Liquidation Regulations**”).

WHEREAS the Liquidator has issued public announcement dated \_\_\_\_\_, inviting prospective Investors to submit an expression of interest for assignment or transfer of Not Readily Realisable Assets (“**NRRA**” or “**Assets**”) of the Corporate Debtor on or before \_\_\_\_\_, as per the provisions of Process Memorandum dated \_\_\_\_\_ (“**Process Memorandum**”) and provisions of the Code read with Liquidation Regulations.

WHEREAS the Liquidator is required to share certain data, information, records and documents in relation to the Corporate Debtor and its Assets / NRRAs that is put up for assignment or transfer including but not limited to providing an access to the relevant data of the Corporate Debtor in order to facilitate the prospective Investor in their due diligence. The said information, documents and records including an access to the relevant data of the Corporate Debtor for due diligence shall be permitted to the prospective Investor only after receiving an undertaking from each of the prospective Investor to the effect that such prospective Investor shall maintain confidentiality of all the information received from the Liquidator or its persons and also during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under Process Memorandum and the provisions of the Code read with Liquidation Regulations.

**Therefore, the Prospective Investor hereby declares and undertakes as follows:**

1. The Prospective Investor shall not involve itself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Investors.
2. The Prospective Investor shall not divulge either any details related to his expression of interest and information provided to him by the Liquidator or other details received during the due diligence process in respect of the NRRAs / Assets to any other party.
3. The Prospective Investor shall not divulge any part of the information, or any other data shared by the Liquidator or its persons during the due diligence process, through oral or written communication or through any mode to anyone and the same shall constitute “Confidential Information”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.
4. The Prospective Investor further unconditionally and irrevocably undertakes and declares that:
  - a) The Confidential Information shall be kept secret and confidential by the Prospective Investor and shall be strictly used solely for the purpose of due diligence that is required prior to submission of offer and in accordance with the terms of the Code read with Liquidation Regulations;
  - b) The Prospective Investor shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, Liquidator or any other person;
  - c) The Prospective Investor shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider information;
  - d) The Confidential Information may only be disclosed to and shared with any employees or its advisors by the Prospective Investor, in accordance with Applicable Law(s), including in relation to confidentiality and insider information, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Corporate Debtor, provided that the Prospective Investor binds such employees and third parties, by way of an undertaking / agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
  - e) The Prospective Investor shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
  - f) The Prospective Investor shall immediately destroy and permanently erase all Confidential Information as provided during the process/ due-diligence process subsequent to completion of assignment or transfer of NRRAs;
  - g) The Prospective Investor shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the Liquidator or its persons and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information;
  - h) The Prospective Investor shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Prospective Investor) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Prospective Investor or any person acting on its behalf.

Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:

- a) information which, at the time of disclosure to the Prospective Investor was already in the public domain without violation of any provisions of Applicable Law(s); or
  - b) information which, after disclosure to the Prospective Investor becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
  - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Prospective Investor prior to its disclosure, as evidenced by the records of the Prospective Investor.
5. The Prospective Investor hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Prospective Investor during the assignment or transfer Process and information provided in the Process Memorandum.
  6. The Prospective Investor further agrees and acknowledges that the Liquidator shall not be liable to the Prospective Investor for any damage arising in any way out of the use of the Confidential Information and further that the Prospective Investor shall not have any claim against the Liquidator or the Corporate Debtor in relation to any information provided.
  7. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Liquidator that expressly modifies or waives any such term.
  8. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and Liquidator may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
  9. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Prospective Investor arising as a result of its fraud or willful default as defined under Applicable Law(s).
  10. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
  11. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [insert the name of the Prospective Investor].

Sign on behalf of

[Insert Name of Prospective Investor]

by Mr. \_\_\_\_\_  
(Name and Designation) Authorised  
Signatory

Date:

Place: