E-AUCTION PROCESS MEMORANDUM OF ASSET OF MR. ANUMOD SHARMA - BANKRUPT (In Bankruptcy)

(Personal Guarantor to M/s Great Indian Nautanki Company Private Limited)

Terms & Conditions for

Participation in E-Auction Process for the Sale of Asset of Mr. Anumod Sharma-Bankrupt (In Bankruptcy) **(“Bankrupt")**, which are forming part of the Bankruptcy estate under section 155 of Insolvency and Bankruptcy, 2016 (“IBC”) read with Regulation 27 of the Insolvency and Bankruptcy Board of India (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 **("Bankruptcy Regulations”)** formed by the Bankruptcy Trustee, under IBC and for immovable properties thereunder “**AS IS WHERE IS”, “AS IS WHAT IS”, “WHATEVER THERE IS" AND “NO RECOURSE BASIS”**

Issued by Rahul Jindal, Bankruptcy Trustee
IBBI/IPA-001/IP-P-02649/2021-2022/14048
AFA valid till 30-June-2027

Issued on
12.09.2026

Bankruptcy trustee's Address: 6772/2, 4th Floor, Dev Nagar, DB Gupta Road, Opposite Bali Nursing Home, Karol Bagh, New Delhi-110005
Mobile: +919811305334
E-mail: anumod.bankruptcytrustee@gmail.com

TO ALL PROSPECTIVE BIDDERS

Terms and conditions, timelines, application form, affidavit, confidentiality undertaking, and other documents required for participating in the electronic auction process are provided in this process memorandum.

This process memorandum is issued for all the Bidders interested in participating in the Bankruptcy process of Mr. Anumod Sharma- Bankrupt (In Bankruptcy) ("**Bankrupt**") for sale of Asset of the Bankrupt. ("Process **Memorandum")**

The details for the e-auction process are also available on the BAANKNET (PSB Alliance/eBkray) website: https://ibbi.baanknet.com/eauction-ibbi/home

The required documents as set out in the process memorandum have to be submitted at BAANKNET website and sent to the Bankruptcy Trustee at the communication address stated above.

DISCLAIMER

This Process Memorandum is issued by Mr. Rahul Jindal, Bankruptcy Trustee (IBBI Registration No. IBBI/IPA-001/IP-P-02649/2021-2022/14048) appointed by the Hon'ble National Company Law Tribunal, Special Bench vide order dated 19.01.2026. The copy of the said order was received on 20.01.2026), in the matter of Bankruptcy of Mr. Anumod Sharma- Bankrupt (Personal Guarantor to M/s Great Indian Nautanki Company Private Limited). The asset of the bankrupt (which are being sold under this E-Auction Process) are constructed on the Land owned by the Bankrupt, Mr. Anumod Sharma ("Bankrupt"). The Asset of the Bankrupt including the Land (which is part of Bankruptcy Estate) shall be sold by the Bankruptcy Trustee appointed by the NCLT in accordance with the process provided under the Insolvency and Bankruptcy Code 2016 ("IBC"). This Process Memorandum is in respect of the sale of Asset of the Bankrupt only.

The purpose of this Process Memorandum is to layout the process for submitting a bid (the "Bid") by the prospective bidders ("Bidder(s)") through E-Auction for participating in the process of bidding on "as is where is basis", "as is what is", "whatever there is" and "without recourse basis", in accordance with the provisions of Process Memorandum, IBC, and Bankruptcy Regulations framed thereunder. Neither this Process Memorandum nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding, or any commitment whatsoever. This Process Memorandum does not solicit any action based on the material contained herein.

This Process Memorandum is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of the Government of India or any State Government or by any stock exchange in India or any other jurisdiction. Nothing herein contained or materials relating to the Process Memorandum should be construed as legal, financial, accounting, regulatory, or tax advice by the Bankruptcy Trustee.

It is to be noted that no information is provided in this Process Memorandum claims to be comprehensive. Independent due diligence by the intended user / recipient of this Process Memorandum or by the Bidder is highly recommended.

While this document has been prepared in good faith and collecting information from several sources, the recipient acknowledges that no representation or warranty, expressed or implied, is made by the issuer of this document, or their advisors and representatives, as to the accuracy, authenticity, completeness, or fairness of the information or opinions contained in this document or in any other document provided in connection with due-diligence of the Company. Acceptance and acknowledgment of the document by the prospective Bidder shall be deemed to be an unconditional acknowledgment by the recipient that the Company, the Bankruptcy Trustee, the secured creditors, and their advisors and representatives, officers, agents do not accept any responsibility or liability for any such information or opinion.

This Process Memorandum and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this Process Memorandum, without prior written approval from the Bankruptcy Trustee. Distributing or taking/ editing/ dispatching/ transmitting this Process Memorandum in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this Process Memorandum comes should inform themselves about and observe any such restrictions.

Neither the Bankruptcy Trustee, nor his Insolvency Professional Entity (IPE), nor his professional advisors, affiliates, employees, colleagues, agents, representatives, or any officers of the secured creditors or managers of the process shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this Process Memorandum, including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Bankruptcy Trustee.

Further, apart from the provisions set out in this Process Memorandum, the

Bidder shall be responsible for fully satisfying the requirements and provisions of IBC and the rules framed thereunder as well as all laws in force that are or may be applicable to the

Bidder or the intended manner of sale envisaged under this Process Memorandum and for obtaining consents, waiver from requisite regulatory and statutory approvals from the concerned regulators, third parties and governmental authorities in order to consummate the sale process as contemplated in this Process Memorandum.

The Confidential Information shall be kept secret and confidentially by the Bidder(s) and shall be used solely in accordance with the terms of the Confidentiality Undertaking and provisions of IBC, and the Rules framed thereunder.

No Person, including the Bidder, shall be entitled under any law, statute, rules or regulations, 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 Process Memorandum or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this Process Memorandum and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Memorandum, and the Bankruptcy Trustee or secured creditor or any of their respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

The Bidders are prohibited from giving or offering any gift, bribe, or inducement and any attempt to any such act on behalf of the Bidder towards the Bankruptcy Trustee, or any of his respective professional advisors, affiliates, or representatives for showing any favor in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Bankruptcy Trustee may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.

Neither the information in this Process Memorandum nor any other written or oral information provided by the Bankruptcy Trustee, or any of his respective advisors, consultants, and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.

It is to be noted that by procuring a copy of this Process Memorandum, the recipient accepts the terms of this Disclaimer, which forms an integral part of this Process Memorandum.

The benefit of all disclaimers, confirmations, acceptances, and representations made or accepted by the recipient in this document shall accrue to the benefit of the Company, officers, employees, and other such persons assisting the Company in relation to the Bankruptcy Trustee, The Insolvency Professional Entity, their authorized representatives, employees, and advisors.

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1. IMPORTANT INFORMATION AND DISCLAIMERS

a. **Property 1 – 50% Share in Residential Flat, LTH 0305A, The Laburnum Condominium Complex, Gurugram, Haryana:** The property of Mr. Anumod Sharma, Personal Guarantor of M/s. Great Indian Nautanki Company Private Limited, located at LTH 0305A, The Laburnum Condominium Complex, Gurugram, Haryana, comprises a residential apartment measuring approximately 302.30 sq. mtr. of super built-up area, situated on the 3rd Floor of the building. The property forms part of a well-established esidential condominium complex with adequate infrastructure and connectivity. Mr. Anumod Sharma holds a 50% share/interest in the said property, based on the investigation report and documents provided.

Property 2 – Residential EWS Flat : No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009: The property of Mr. Anumod Sharma, Personal Guarantor of M/s. Great Indian Nautanki Company Private Limited, located at EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009, comprises a residential EWS flat situated within the Laburnum residential development. The property has been identified in the name/occupation of Mr. Anumod Sharma based on the investigation report and the Municipal Corporation Gurugram property tax records provided. As per the available information, the property is a residential asset forming part of an established residential locality with access to surrounding residential infrastructure and connectivity**. The details of same are available on** https://ibbi.baanknet.com/eauction-ibbi/home.

b. This Process Memorandum has been issued with the intent to carry out the e-auction (“E- Auction") for the sale of set of Asset of Mr. Anumod Sharma- Bankrupt (in Bankruptcy), under the provisions of the IBC and the Insolvency and Bankruptcy Board of India (Bankruptcy Process) Regulations, 2019 **(“Bankruptcy Process Regulations”).**

c. All information provided in this Process Memorandum should be read together with the provisions of the IBC and Bankruptcy Process Regulations. In the event of a conflict between this Process Memorandum, the IBC, or the Bankruptcy Process Regulations, the provisions of the IBC will prevail and if the related information is not there in the IBC, the Bankruptcy Process Regulations shall prevail.

d. The information contained in this Process Memorandum or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Bankruptcy Trustee or secured creditors, is provided to Bidder(s) on the terms and conditions set out in this Process Memorandum.

e. This Process Memorandum is neither an agreement nor an offer by the Bankruptcy Trustee or secured creditors, to the prospective Bidders or any other person. The purpose of this Process Memorandum is to provide interested bidders with information that may be useful to them in making their bids pursuant to this Process Memorandum. The assumptions, assessments, statements, and information contained in the Process Memorandum may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this Process Memorandum and obtains independent advice from appropriate sources.

f. Information provided in this Process Memorandum to the Bidder(s) in relation to the asset of Bankrupt has been provided by the Bankruptcy Trustee and/ or is derived from other public sources and has been compiled by the Bankruptcy Trustee. Such information is not purported to be all-inclusive or to necessarily contain all the information that an interested Bidder may require in making its assessment and may be subject to revision or amendment. The information given is not intended to be an exhaustive account of statutory requirements. The Bankruptcy Trustee neither confirms nor warrants the accuracy, completeness, or correctness of any statement and or information contained in the Process Memorandum and/ or provided at any time in relation to the Process Memorandum.

g. The Bankruptcy Trustee, his professional advisors, or the Bankrupt makes no representation or warranty in relation to the correctness, fairness, accuracy, or completeness of the information provided in this Process Memorandum and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Process Memorandum or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Process Memorandum and any assessment, assumption,

h. statement or information contained herein or deemed to form part of this Process Memorandum or arising in any way from participation in this auction process.

i. The Bankruptcy Trustee also accepts no liability of any nature howsoever arising from reliance of any Bidder upon the statements and/ or information contained in this Process Memorandum and or provided at any time in relation to the Process Memorandum.

j. The Bankruptcy Trustee may in its 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.

k. The issue of this Process Memorandum does not imply that the Bankruptcy Trustee is bound to select a Bidder for the sale of the Asset of the Bankrupt and the Bankruptcy Trustee reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

l. Each Bidders (as applicable) shall bear all its costs and charges associated with or relating to the preparation and submission of its bid and/ or participation in the e-auction, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bankruptcy Trustee or any other costs incurred in connection with or relating to its bid.

m. BAANKNET (PSB Alliance/eBkray) **("E-Auction Service Provider"), website:** https://ibbi.baanknet.com/eauction-ibbi/home has been chosen as the E-Auction Service Provider. The sale of the Asset of the Bankrupt shall be undertaken by the E-Auction Service Provider for and on behalf of the Bankruptcy Trustee 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**
Bankrupt Name	Mr. Anumod Sharma
Website of E-auction Service Provider	https://ibbi.baanknet.com/eauction-ibbi/home
Service Provider	BAANKNET (PSB Alliance) (eBkray)
Contact No.	+91 82912 20220
Email ID:	support.baanknet@psballiance.com
Classification of Bidding Categories	Forward Auction process.
Annexures	**Annexure 1** — Terms and Conditions of E- Auction **Annexure 2** — Application Form (to be duly filed in, signed, and stamped by the Auction Participant and submitted) **Annexure 3** — Affidavit certifying eligibility under section 29A of IBC by the Auction Participant (to be duly filled in and signed by the Auction Participant and submitted along with the Application Form) **Annexure 4** — Confidentiality Undertaking **Annexure-5** — Board Resolution **Annexure 6** — Earnest Money Deposit Form **Annexure 7** — Description of Asset
Special Instructions	Any last-minute bidding may lead to lapses or mistakes. Neither the E- Auction Service Provider nor the Bankruptcy Trustee shall be responsible for any lapses/ inability of the Bidder to submit the Bids due to any reason whatsoever including technical glitches on the Platform. It is advisable to submit the Bids well before the prescribed timeline and avoid last-minute submissions.

1.1. All terms and conditions with respect to the sale of Asset of the Bankrupt shall be governed by the directions of Bankruptcy Trustee, Hon'ble NCLT, and in accordance with the provisions of applicable laws.

1.2. 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 hereto.

1.3. The Asset of the Bankrupt are proposed to be sold on "As is where is basis", "As is what is basis", “Whatever there is basis" and “No recourse” basis and the proposed sale of Asset do not entail the transfer of any title except the title which the Bankrupt had on its Asset as on date of transfer. The Bankruptcy Trustee does not take or assume any responsibility for any shortfall or defect or shortcoming in the immovable Asset of the Bankrupt.

1.4. The Auction Participant shall bear all costs and charges associated with or relating to the preparation and submission of its bids including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstration or presentations which may be required by the Bankruptcy Trustee or any costs incurred in connection with or relating to its bid.

1.5. This Process Memorandum is neither transferable nor assignable.

2. DEFINITIONS

2.1. "Adjudicating Authority" or "NCLT" shall mean the Hon'ble National Company Law Tribunal, Principal Bench.

2.2. "**Affiliate**" in relation to a Person, (a) being a Corporate entity or Limited Liability Partnership shall mean any entity or Person, which Controls, or is Controlled by, or is under the common Control as such Person; (b) being an individual shall mean any relative (as defined under the Companies Act, 2013) of such individual or any other Person which is Controlled by such individual; (c) being a partnership firm, shall mean the partners of such partnership firm or the relatives (as defined under the Companies Act, 2013) of such partners (if any individual) or any other Person which is Controlled by such firm or the partners;

2.3. "Affidavit" shall mean the affidavit certifying eligibility under section 29A of IBC provided by the Bidder substantially in form and manner as set out in Annexure 3 of this Process Memorandum;

2.4. "**Applicable Laws**" means, 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, Bankruptcy Regulations, SARFAESI Act and the Rules framed thereunder, the Companies Act, 2013 (as applicable), Competition Act, 2002, Transfer of Property Act, 1882, Urban Land (Ceiling & Regulation) Repeal Act, 1999, Sale of Goods Act, 1930, and Foreign Exchange Management Act, 1999, whether in effect as of the date of this Process Memorandum or thereafter and each as amended from time to time;

2.5. "**Application Form**" means the form set out in **Annexure-2** of this Process Memorandum to be provided by the Bidder along with the information and documents set out therein;

2.6. "**Asset**" means the Asset of the Bankrupt as specified in Clause 9 and Annexure-7 of this Process Memorandum;

2.7. "**Auction Participant**" or "**Bidder**" means a Person or Persons who have shown interest in participating in the e-auction process for the purchase of Asset of Bankrupt pursuant to this Process Memorandum and have submitted Application Form as provided in Annexure-2, Affidavit in a format provided in Annexure-3 hereof, Confidentiality Undertaking as provided in Annexure-4 hereof, a copy of Board Resolution in a format provided in Annexure-5 hereof and other necessary documents to complete the eligibility check formalities to the satisfaction of the Bankruptcy Trustee:

2.8. "**Bid**" means any bid submitted by the Bidder as required in terms of this Process Memorandum and in accordance with the provisions of IBC read together with the Bankruptcy Process Regulations and the Rules framed thereunder, as amended from time to time and Applicable Law(s);

2.9. "**Bid Amount"** shall mean the total monetary amount offered by a Bidder for the acquisition of the Asset.

2.10. "Bid Incremental Value" shall mean a minimum amount over and above the last highest bid amount by which any participating Bidder will be required to increase the next bid on the auction portal;

2.11. "Bankrupt" shall mean Mr. Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited) having address at House No. D 305A, Laburnum Sushant Lok 1, Galleria DLF-IV,Gurgaon, Haryana-122009**.**

2.12. "**Confidential Information"** shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Bankruptcy Trustee to any Bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include (without limitation) the following types of information of similar nature: any commercial and/ or financial information, improvement, know- how, intellectual property, discoveries, ideas, concepts, papers, techniques, model, data, documentation, manuals, flow charts, research, process, procedures, functions, and other information related to price lists and pricing policies and other information which Bankrupt identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Bankruptcy Trustee or his representative pursuant to the Bankruptcy process or through the Confidentiality Undertaking;

2.13. "**Confidentiality Undertaking**" shall mean an undertaking as specified in Annexure-4 of this Process Memorandum;

2.14. "**Conflict of Interest"** shall mean an event or circumstance, determined at the discretion of the Bankruptcy Trustee, where a Bidder is found to be in a position to have access to information about, or influence the Bid of another Bidder pursuant to a relationship (excluding any commercial relationship which may be existing between the Bidder and the Bankrupt pursuant to the ordinary course of business of the Bidder or the Bankrupt) with the Bankrupt, or affiliates of the Bankrupts, directly or indirectly, or by any other means including colluding with other Bidders, the Bankrupt.

2.15. "Eligibility Criteria" shall mean the legal criteria as specified in Clause 5 of this E-Auction Process Memorandum Document;

2.16. "**IBC"/ "Code**" shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time;

2.17. "Information sharing" shall mean the information provided by the Bankruptcy Trustee to the prospective Bidders in respect of the Asset of the Bankrupt at the request of the prospective Bidder.

2.18. " **E-Auction Process/ E-Auction**" shall mean the electronic auction process for sale of the Bankrupt / Asset of the Bankrupt conducted in accordance with the provisions of IBC, Bankruptcy Process Regulations, and this Information Document inviting Bid from the Bidders for consummating the sale of Asset of the Bankrupt on "as is where is", "as is what is", "whichever there is" and "no recourse basis" basis, in accordance with the provisions of IBC and Bankruptcy Process Regulations and the Rules framed thereunder;

2.19. "Land" means the land and Building having Property 1: Flat No. LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana having area 302.30 Sq Mtr or 3254 Sq Ft (Mr. Anumod Sharma holds a 50% share/interest in the said property).

Property 2: EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009 having area 228 Sq Ft. in the name of Bankrupt.

2.20. Letter of Intent"/ "LOI" means the letter issued by the Bankruptcy Trustee to the Successful Bidder detailing the terms and conditions to complete the Sale of Asset of the Bankrupt, including the balance sale payment by the Successful Bidder as per provisions of IBC and the Bankruptcy Process Regulations for immovable properties framed thereunder;

2.21. "Process Regulations" means, the Insolvency and Bankruptcy Board of India (Bankruptcy Process) Regulations 2019 as amended from time to time;

2.22. "Bankruptcy Trustee" means Mr. Rahul Jindal, an Insolvency Professional registered with the Insolvency and Bankruptcy Board of India (IBBI) having Registration Number IBBI/IPA-001/IP-P-02649/2021-2022/14048 appointed by the Hon'ble NCLT, vide order dated 19.01.2026, to manage, protect, sell the property, Asset, business, and other affairs of the Bankrupt in accordance with the IBC and Bankruptcy Process Regulations and the Rules framed thereunder;

2.23. "Person" shall mean an individual, sole proprietorship firm, a partnership firm, a limited liability partnership, an association whether incorporated or not, a venture, a limited company, a trust, a body corporate, bank or financial institution or any other body whether or not required to be incorporated or registered under Applicable Law;

2.24. "Process Memorandum" means this document including all the annexures, formats hereto, and Documents, for the purposes of setting out the process for submission of a bid and selection of Successful Bidder in accordance with the provisions of the IBC and Bankruptcy Process Regulations and the Rules framed thereunder and shall include all supplements, modifications, amendments, addendums, alterations or clarifications thereto issued in accordance with the terms hereof;

2.25. "Public Advertisement" shall mean an announcement inviting an expression of interest from the Bidders, who shall submit their Bid to participate in the Bankruptcy process of the Bankrupt in accordance with the provisions of IBC and Bankruptcy Process Regulations and the Rules framed thereunder;

2.26. "Reserve Price" shall mean the minimum price at which a bid will be accepted on the auction portal from a participating bidder and as arrived pursuant to the provisions of Bankruptcy Process Regulations and the Rules framed thereunder.

2.27. "Site" shall mean the location of the immoveable and moveable properties including land parcels, premises, buildings owned, leased or occupied by the Bankrupt, for the purposes of conducting business:

2.28. "Site Visit" shall mean a visit to the Site as per clause 7 and within the timelines as provided in Clause 26 of this E-Auction Process Memorandum;

2.29. "CoC" shall mean the Committee of Creditors as constituted by the Bankruptcy Trustee under section 132 of IB Code, 2016 updated from time to time: and

2.30. "Successful Bidder" or "Successful Auction Participant" means, the Bidder whose Bid is approved and who is declared successful by Bankruptcy Trustee after the e-auction of Asset.

Capitalized terms used herein but not defined otherwise shall have the meaning prescribed to them under the provisions of the IBC and the Bankruptcy Process Regulations and the Rules framed thereunder and applicable laws thereunder.

3. INTRODUCTION

3.1. The Bankruptcy process against the bankrupt had been initiated under the provisions of the IBC and by virtue of an order of the Hon'ble NCLT, special bench with effect from 19.01.2026 (Copy of the said order was received on 20.01.2026). In the said orders, Mr. Rahul Jindal (Bankruptcy Trustee having IBBI Registration No. IBBI/IPA-001/IP-P-02649/2021-2022/14048) has been appointed as the Bankruptcy Trustee Pursuant to the Bankruptcy Order, the Bankruptcy Trustee to perform duties as per the provisions of the IBC and Bankruptcy Process Regulations. The Bankruptcy Trustee received the claims pursuant to the public announcement in this regard and has constituted committee of creditors in accordance with the provisions of IBC and Bankruptcy Process Regulations.

3.2. The Bankruptcy Trustee endeavors to sell the set of Asset comprising the Bankruptcy estate of the Bankrupt in the manner specified under relevant provision of Bankruptcy Process Regulations, and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Bankruptcy Process Regulations and the Rules framed thereunder, as the case may be, and as per directions, if any, of the Adjudicating Authority in respect of the Bankruptcy process of the Bankrupt and in the manner specified in this Process Memorandum.

3.3. The E-Auction would be conducted in the manner specified in Bankruptcy Process Regulations and the Rules framed thereunder and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Bankruptcy Process

Regulations, as the case may be, and as per directions, if any, of the Hon'ble NCLT or Hon'ble NCLAT in respect of the Bankruptcy process of the Bankrupt and in the manner specified in this Process Memorandum.

3.4. The Bidders are encouraged to acquaint themselves with the provisions of the IBC and the Bankruptcy Process Regulations and the Rules framed thereunder, and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Bankruptcy Process Regulations, as the case may be.

4. OVERVIEW OF THE BANKRUPT

Brief Background:

It is to inform that IA-4344/2025 under provisions of Section 126 of IBC, 2016 filed before the Hon'ble NCLT, New Delhi Bench, Principal Bench in CP (IB)-765(PB)/2023 by IDBI Bank Ltd seeking an order of Bankruptcy against Mr. Anumod Sharma the Respondent/Personal Guarantor (PG) of the Corporate Debtor (M/s Great Indian Nautanki Company Private Limited) under the provisions of Section 123 of the Code read with Rule 7 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Bankruptcy Process for Personal Guarantors to Corporate Debtor) Rules, 2019 (the Bankruptcy Rules, 2019) was allowed on 19.01.2026 vide Order under Section 126 of the Code. Copy of order has been received on 20.01.2026.

In terms of Section 125(5) of the Insolvency and Bankruptcy Code, 2016 ("IBC"), the Adjudicating Authority has confirmed Mr. Rahul Jindal as the Bankruptcy Trustee. Pursuant to Section 130 of the IBC, the Bankruptcy Trustee issued a public notice on 25.01.2026 inviting claims from creditors, which was published in Financial Express (English) and Jansatta (Hindi), fixed 01.02.2026 as the last date for submission of claims. Upon receipt of claims from various creditors, the Bankruptcy Trustee prepared and finalized the list of creditors on 03.02.2026.

Thereafter, the first meeting of the Committee of Creditors of Mr. Anumod Sharma, the Bankrupt (Personal Guarantor to M/s Great Indian Nautanki Company Private Limited), was held on 16.02.2026. In a Further meeting, the Committee considered the agenda for sale of the immovable property bearing Property 1: Flat No. LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana having area 302.30 Sq Mtr or 3254 Sq Ft (*Mr. Anumod Sharma holds a 50% share/interest in the said property)*. Property 2: EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009 having area 228 Sq Ft. in the name of Bankrupt.

It is the endeavour of the Bankruptcy Trustee to sell the asset and properties forming part of the bankruptcy estate of the Bankrupt in accordance with Regulation 27 of the Insolvency and Bankruptcy Board of India (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, and other applicable rules, regulations, orders, circulars, directions or notifications issued under the IBC, as well as in accordance with the directions, if any, of the Hon'ble National Company Law Tribunal.

The e-auction shall be conducted in the manner specified in the Bankruptcy Process Regulations and as detailed in this E-Auction Process Information Document.

The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Bankruptcy Process Regulations and any this Rules, Regulations, Orders, Circulars as on 29.01.2025, Directions or Notifications or the like, issued pursuant to or under the IBC or the Bankruptcy Process Regulations, as the case may be.

Expression of Interest (EOI) is invited from Interested Bidders in the form of Tender to acquire asset of Mr. Anumod Sharma **(under Bankruptcy)** (Refer as "Bankrupt"), by the Bankruptcy Trustee, Mr. Rahul Jindal, through E- Auction as per details mentioned below.

The E-Auction will be conducted on "**AS IS WHERE IS BASIS''**, **"AS IS WHAT IS BASIS**, **''WHATEVER THERE IS BASIS''** and "**NO RECOURSE BASIS''** via online platform at https://ibbi.baanknet.com/eauction-ibbi/home

The present e-auction relates only to the Flat No. LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana having area 302.30 Sq Mtr or 3254 Sq Ft (*Mr. Anumod Sharma holds a 50% share/interest in the said property*). And EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009 having area 228 Sq Ft. in the name of Bankrupt, which forms part of the bankruptcy estate of Mr. Anumod Sharma, Bankrupt (Personal Guarantor to M/s Great Indian Nautanki Company Private Limited). The e-auction is being conducted as part of the ongoing bankruptcy process of the Bankrupt.

It is clarified that no movable assets or any other assets of the Bankrupt form part of this e-auction. Any movable assets or other assets, if identified in the future, shall be sold separately in accordance with the applicable provisions of the Insolvency and Bankruptcy Code, 2016 and the Bankruptcy Process Regulations.

The E-Auction Sale Notice and the E-Auction Bid Document, including the online e-auction bid form, declaration, and general terms and conditions of the online auction sale, are available on the website https://ibbi.baanknet.com/eauction-ibbi/home

This document is not a statutory document and has not been approved or registered with any regulatory or statutory authority. Nothing contained herein shall be construed as legal, financial, accounting, regulatory or tax advice by the Bankruptcy Trustee.

While this document has been prepared in good faith, no representation or warranty, express or implied, is made by the Bankruptcy Trustee, his advisors, representatives or professionals as to the accuracy, completeness, adequacy or reliability of the information contained herein. Prospective bidders are advised to conduct independent due diligence at their own cost and risk.

Neither the Bankruptcy Trustee, nor his advisors, consultants, representatives or professionals shall be liable for any loss, damage, cost or expense arising out of or in connection with the use of this document or participation in the e-auction process, including non-selection of any bidder.

By accessing or procuring this E-Auction Process Information Document, the recipient acknowledges and accepts the terms of this Disclaimer, which forms an integral part of this document.

5. ELIGIBILITY/ PRE-BID QUALIFICATIONS

As per the provisions of the IBC, (as amended from time to time) the Bankruptcy Trustee shall not sell the immovable and movable property or actionable claims of the Mr. Anumod Sharma (**Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited**) to any person who is not eligible to be a Resolution Applicant. Accordingly, an Auction Participant who is not eligible to be a Resolution Applicant in terms of section 29A of IBC shall not be eligible to submit a Bid for purchase of the Asset of the Bankrupt.

As on date, as per Section 29A of the IBC,

"A person shall not be eligible to submit a resolution plan, i/ such person, or any other person acting jointly or in concert with such person —

a) *is* as *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 a *non-performing Asset* in *accordance with the guidelines of the Reserve Bank of India issued* under/fie *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 Io 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* transaction 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, the, the provisions of this clause *shall not apply Io 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,*

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 io 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 in clause of Explanation l;

f) *is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the security/es 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 transactions, 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 Io 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 credit for 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 Io 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} /o (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 classes (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, i/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 !o 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 'n 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 Assels and Enforcement of Security lnierest Act, 2002 (54 of 2002)

e) an Alternate Investment Fund registered with the Securities and Exchange Board of India,

f) such categories of persons as may be notified by the Central Government.

6. DOCUMENTS TO BE SUBMITTED BY BIDDERS

In addition to the above, the Auction Participant who fails to fulfil the requirements set out in this Process Memorandum, including but not limited to failure of providing the documents/ information to be submitted by the Auction Participant in terms of Clause 6 hereof, shall not be eligible to submit a Bid for purchase of Asset of the Bankrupt.

6.1 The Bidder(s) would need to submit the following documents to the satisfaction of the Bankruptcy Trustee in accordance with the timelines prescribed in clause 26 of this Process Memorandum.

i. Application Form as provided in Annexure 2 hereof along with the certified copies of Ownership Structure and composition of the E-Auction Applicant(s)/ Bidder(s), self-attested copy of Aadhaar Card, PAN, passport/ driving license, valid email ID, mobile number, certified copies of Certificate of Incorporation/ Registration, Memorandum and Article of Association/ Limited Liability Partnership Agreement/Partnership Deed, in case of Company/ LLP/ Partnership.

ii. Affidavit towards eligibility under Sec 29A of IBC in a format provided in Annexure 3 hereof;

iii. Confidentiality Undertaking as provided in Annexure 4 hereof;

iv. Extracts of the resolution passed by the Board of Directors of the Company or Partners of LLP/Partnership Firm in a format provided in Annexure 5 hereof;

v. Other necessary documents to complete the eligibility check formalities (collectively referred to as "Eligibility Documents)

6.2 Prospective Bidders shall make a request to the Bankruptcy Trustee for assistance in due diligence and site visits, which will also be arranged (if required) for Bidders in accordance with clause 7 hereof. Upon completion of the due diligence, site visit, and discussion meeting (if any) by the Prospective Bidders within the timeframe set out in clause 26, the Prospective Bidder shall deposit the Earnest Money Deposit (EMD) in accordance with clause 11 of this Process memorandum within the timeframe mentioned in clause 26 below. The Prospective Bidder shall not be eligible to participate in the bidding process, without submission of the prescribed Eligibility Documents/EOI and EMD, within the scheduled timeline provided in clause 26.

The EOI Documents shall be submitted to the Bankruptcy Trustee.

7. SITE VISIT AND DISCUSSION MEETING

7.1. If requested by the prospective Bidders, the Bankruptcy Trustee may arrange a discussion meeting and a site visit at any time prior to the closure of the auction process.

7.2. The details, terms, and conditions with respect to the discussion Meeting and site visit shall be communicated to the Bidder in advance.

7.3. Each eligible Bidder may visit the site from *19.09.2026 to 29.09.2026 from 11:00 AM to 04:00 PM* on written request only along with his team (consisting of a reasonable number of persons) with prior intimation to the Bankruptcy Trustee with the details of the persons. The properties can be inspected by the prospective Bidder(s) at the site with prior appointment on request only contacting the Bankruptcy Trustee in advance.

7.4. The Bankruptcy Trustee reserves the right to not arrange a discussion meeting or site visit for any reason whatsoever, irrespective of the request of the Bidder. Bidder (considering site visit) will be provided prior notification of date and time 3 (three) days in advance by the Bankruptcy Trustee.

7.5. The prospective Bidders shall not take any photographs of the Site or take any documents back with it.

8. DUE DILIGENCE

8.1. The Bankruptcy Trustee will endeavor to upload all necessary documents in the Auction Website for the conduct of due diligence by the Bidders. The information and documents shall be provided by the Bankruptcy Trustee in good faith and confidential mode. The prospective Bidders may note that the Bankruptcy Trustee would not have verified any of the information, data or documents shared by the Bankrupt and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data. Further, the prospective Bidders may contact the Bankruptcy Trustee through email for additional information & documents that may have not been uploaded.

8.2. The Asset of the Bankrupt are to be sold on "as is where basis," "as is what is basis", 'Whatever there is basis" and "no recourse basis". All statutory/ non-statutory liabilities/ taxes/ demands/ claims/ maintenance fee/ electricity/ water charges etc., outstanding as on date or yet to fall due in respect of the Asset of the Bankrupt should be ascertained by the prospective Bidders and shall be borne by the Successful Bidder. The information and documents known to the Bankruptcy Trustee shall be provided by the Bankruptcy Trustee in good faith.

8.3. The prospective Bidders, prior to submitting their Bid, should make their independent inquiries and due diligence regarding the title of the property, zone of the land, encroachments if any, dues of local taxes, electricity and water charges, development charges, maintenance charges, if any, and other applicable approvals/ renewals etc. and inspect the property at their own expenses and satisfy themselves fully before making the bid.

8.4. The Bankruptcy Trustee reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this Process Memorandum shall be granted on the basis of not having received a response to clarifications sought from the Bankruptcy Trustee. Nothing in this Clause shall be considered or read as compelling or requiring the Bankruptcy Trustee to respond to any query or to provide any clarification to the queries raised by a Bidder. The Bankruptcy Trustee will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

9. ASSET TO BE AUCTIONED

9.1. The Asset of the Bankrupt are being sold on "As is where is", "As is what is", "Whatever there is" and "No recourse basis". The proposed Sale of Asset of the Bankrupt does not entail transfer of any other title except the title which the Bankrupt had on its Asset as on date of transfer.

It is further clarified that the Successful Bidder shall approach the NCLT for any particular relief they would require and specifically but not limited to the relief of the past legal proceedings on the Bankrupt, as contemplated u/s 32 A of the IBC, 2016. In case such an application is made to the NCLT, the Bankruptcy Trustee would extend co-operation with the Bidder during the process but the Bankruptcy Trustee, and any of his officers, or IPE shall not be responsible for the outcome of the application so made by the Bidder.

9.2. Description of the Asset sold:

S. No.	Details of Property to be Sold
1	**Property 1:** 50% share in LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana. *(Mr. Anumod Sharma holds a 50% undivided share/interest in the subject Property).* **Property 2:** EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009

9.3. Reserve Price, EMD and Bid Increment Values

S. No.	Description of the Properties	Reserve Price (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Bid Increment value in multiples (Rs.)
1.	50% share in LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana. (Mr. Anumod Sharma holds a 50% undivided share/interest in the subject Property)	₹4,06,75,000	₹40,67,500	₹5,00,000
2.	EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009	₹34,20,000	₹3,42,000	₹1,00,000

During the e-auction, the Bidders will be allowed to offer higher bid in inter-se bidding over and above the last bid quoted and the minimum increase in the bid amount must be as stated above to the last higher bid of the Bidders. All the above figures are exclusive of GST and other applicable taxes & levies. GST as applicable rates and other applicable taxes & levies shall be paid by the Successful Bidder over and above the Highest Bid/ Successful Bid amount.

Notes:

a) This Auction is being conducted for sale of set of Asset of the Bankrupt.

b) The Bidders cannot place a bid at a value below the reserve price.

c) The Bidder may submit the Eligibility Documents prior to the submission of EMD or may submit the Eligibility Documents along with the EMD. Bidding shall be allowed on submission of EMD and Eligibility Documents. EMD has to be paid separately for each Asset class/ option. The EMD paid to one Asset class/ option cannot be adjusted/ clubbed for other Asset classes/ options.

d) In case there is an order of the Adjudicating authority on this settlement of the liabilities, the same should be binding on the successful bidder and the Bankruptcy Trustee.

e) The Bankruptcy Trustee shall not be responsible in any manner for assisting/ coordinating/ obtaining any transfers/ renewals/ permissions/ approvals whether of any documents/ license and permissions/ approvals/ insurance policies either in the name of the Bankrupt or the Successful Bidder and the sole responsibility for the same shall vest with the Successful Bidder.

Please refer to Annexure-7 "Description of Asset" for a detailed description of above- mentioned Asset.

10. MODE OF SALE AND BID INCREMENTAL VALUE

10.1. The Bankruptcy Trustee proposes to conduct the sale of set of Asset of the Bankrupt under the regulations of IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, through E- Auction Process.

10.2. It is clarified that on being declared as Successful Bidder, the said Successful Bidder shall be required to complete the sale of Asset of the Bankrupt in accordance with the provisions of IBC and IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 and the Rules framed thereunder.

10.3. The minimum increase in the bid amount must be as provided in the above table to the last higher bid of the Bidders. **(“Bid Incremental Value**").

10.4. The bidding will start at Reserve Price. Subsequently, any bid over and above the last bid shall be placed only with the Bid Incremental Value. Any bid which is placed lesser than the Bid Incremental Value shall be disqualified for further bidding by the Bankruptcy Trustee.

10.5. The Bankruptcy Trustee reserves the right to alter, modify, cancel or relax any of the terms and conditions mentioned in this Process Memorandum in the interest of the Bankruptcy process of the Bankrupt, including cancellation of the e-auction process at any point of time. Any such alteration, modification, cancellation or relaxation of the e-auction process shall be binding on the Bidders.

10.6. The Bidders, participating in the e-auction process, will have to Bid for an amount not less than the Reserve Price of asset, for acquiring the Asset of the Bankrupt. The attention of Bidders is invited to the fact that the Bidders cannot place a Bid for a value below the Reserve Price. Such a Bid will stand automatically disqualified.

10.7. The other terms and conditions relating to the e-auction process to be complied by the Bidders are set out in Annexure 1.

11. EARNEST MONEY DEPOSIT

All the bidders shall follow the below process for submission of Earnest Money Deposit ("EMD"):

11.1. The non-interest bearing EMD to be paid by the Bidder along with Earnest Money Deposit Form attached vide Annexure 6 prior to auction in accordance with the timelines provided in clause 26.

11.2. Mode of Payment of EMD and balance sale consideration and other instructions relating to EMD Payment: EMD shall be transferred to the account/wallet of BAANKNET (PSB Alliance) and later to the specific auction account from the amount loaded in the BAANKNET wallet. Unless the EMD has been transferred/paid towards the specific auction account, EMD shall not be considered as received. Mere loading of the amounts to the BAANKNET (PSB Alliance) wallet will not be considered as receipt of EMD. The entire EMD amount shall be remitted by the Bidder from one bank account.

11.3. Bidders shall preserve the remittance challan and shall produce the same in front of the Bankruptcy Trustee as and when demanded.

11.4. The non-interest-bearing EMD, to be paid by the Bidder prior to providing the bid form to the Bankruptcy Trustee.

11.5. No interest will be paid to the Bidders in relation to any such amounts mentioned above. The EMD of the Successful Bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded within the timeframe mentioned in Clause 26 of this E-Auction Process Memorandum.

11.6. Forfeiture of EMD from the Bidder

The EMD furnished can be forfeited at any time, upon the occurrence of any of the following events:

a. any of the conditions under this Memorandum are breached by the Bidder or in case the Bidder is found to have made any misrepresentation; or

b. if the Bidder is found to be ineligible to submit the Bid under Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility under Section 29A of the IBC (as amended from time to time); or

   (As prescribed in the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, the eligibility documents will be *released to the Bankruptcy Trustee by the Auction Platform only upon completion of the bidding* process. *Therefore, the bidders are advised to submit the documents after due verification and consideration. The eligibility documents will be scrutinized afler the release of the documents by the BAANKNET (PSB Alliance/eBkray). Therefore, misrepresentation in the EOI/Eligibility documents will lead to forfeiture of EMD)*

c. if the Bidder is found to be, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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; or

d. if the Successful Bidder does not accept the Letter of Intent issued by the Bankruptcy Trustee within the period and in the manner specified; or

e. Default in payment of the balance sale consideration by the Successful Bidder within the timeframe set out in Clause 26 of this Process Memorandum for reasons other than specifically specified in this Process Document.

11.7 Return of EMD

a. The EMD without interest shall be returned to the unsuccessful Bidder(s) within 7 (seven) working days of the date of closure of the E-Auction process or cancellation of the E-Auction process, except that the Bankruptcy Trustee may retain the EMD of the next highest Bidder for up to 15 (fifteen) days from the date of conclusion of the E-Auction (where a Successful Bidder has been identified) in order to consider that bid (at the discretion of the Bankruptcy Trustee) in the event the original Successful Bidder is disqualified or fails to adhere to the terms of the Letter of Intent.

b. Provided that, in the event, the Bankruptcy proposes to cancel the E-Auction process on the scheduled date or decides not to accept any of the bids submitted during the E-Auction process, and in both instances, proposes to follow up the same with another E-Auction process, then if a Bidder indicates in writing its desire to receive refund its EMD deposit, then the EMD shall be returned to the Bidder, within 7 (seven) working days of giving notice requesting for the return of the EMD deposited.

c. Provided further that, failure to participate in a round of E-Auction or requesting a refund of the EMD shall not debar a Bidder from participating in any subsequent round(s) of E- Auction.

d. The EMD without interest shall also be returned to a Bidder, within 7 (seven) working days of a demand being raised by such Bidder on the basis of any of on the following grounds:

   i. Any increase in the Reserve Price or minimum incremental value;
   ii. Any increase in EMD amount by more than 10% of the immediately previous specified EMD;
   iii. Any reduction on the timelines within which the balance sale proceed is required to be paid;
   iv. Change in eligibility requirement post the submission of the EMD, such that the Bidder becomes ineligible. However, imposition of additional compliance requirements (such as requirement of providing additional undertakings) shall not be considered as change in eligibility norms.
   v. Postponement of the date of the scheduled auction beyond 30 (thirty) days, except on account of any direction from Adjudicating Authority.

Further, the Bankruptcy Trustee shall verify the details mentioned in the forms based on the documents submitted pursuant to the terms and conditions mentioned herein after conclusion of the E-auction.

12. BIDDING PROCESS

a. Bidding will be through the E—Auction. User Id and password shall be created by the Bidder by following the due procedure required under the "IBC E-Auction" Banner and under "Buyer Registration" for submission of the documents, transfer of EMD and for bidding. After submission of all the Eligibility documents/EOI and EMD by the Bidder, bidder shall be eligible to participate in bidding process.

b. Bidders are cautioned to be careful while entering the bid amount. The Bankruptcy Trustee or the E-Auction Service Provider shall not be responsible in case of incorrect amount.

c. The Bankruptcy Trustee and the Agency shall not have any liability towards Bidders for any interruption or delay in access to the Platform irrespective of the cause, issues relating to the Platform, failure of internet connections, server problems, etc.

d. The Bidder may avail online training/demonstration on the e-auction process from the E — Auction Service Provider. Any technical difficulties shall be bought to the notice of the E — Auction Service Provider by the bidder and seek resolution from the E — Auction Service Provider only.

e. Any problem arising out of the e-auction sale of the Asset shall be decided by the Bankruptcy Trustee, whose decision shall be final and binding.

For any queries related to the Asset and auction process, bidders may contact as per details below:

Bankruptcy Trustee: Mr. Rahul Jindal

Contact: 9811305334,

Email ID- anumod.bankruptcytrustee@gmail.com

13. **DURATION OF AUCTION SALE**

a) The auction will be conducted via an electronic auction platform BAANKNET (PSB Alliance/eBkray) website: https://ibbi.baanknet.com/eauction-ibbi/home on ***06 October 2026 with Start Time at 11:00 a.m. and End Time at 5 p.m***. for sale of Asset of the Bankrupt.

b) The e-Auction shall commence strictly at the scheduled time and at a price equal to the reserve price. The closing time of the auction is system controlled; the time will get automatically extended by 5 (Five) minutes if any bid is received during the last 5 (Five) minutes, i.e. while an active bid is in process and kept open till the auction-sale concludes.

c) If any market-leading bid (bid higher than the highest at the point in time) is received within the last 5 (Five) minutes of closing time, the bidding time will be extended automatically by 5 (Five) minutes and if no bid higher than last quoted highest bid is received within the said extended 5 (Five) minutes, the auction sale will automatically get closed at the expiry of the extended 5 (Five) minute period. There will thus be an extension of bidding-time, each of 5 (Five) minutes duration, till auction is concluded.

d) Eligible Bidders are advised to enter their bid accordingly keeping in mind the duration as specified above.

e) No complaint on the time-factor for bidding or paucity of time for bidding will be entertained by the Agency and/ or the Bankruptcy Trustee.

14. DECLARATION OF SUCCESSFUL BIDDER

14.1 The Asset listed, owned by the Bankrupt situated at Property 1: LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana. (Mr. Anumod Sharma holds a 50% undivided share/interest in the subject Property). Property 2: EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009. A bankruptcy process has been initiated against the Bankrupt, and a Bankruptcy Trustee has been appointed by the Hon'ble NCLT. As the Asset cannot be effectively sold on a standalone basis without the underlying Land forming part of the bankruptcy process, the Bankruptcy Trustee shall declare a Bidder as the Successful Bidder only in the circumstances set out below:

i. The Bankruptcy Trustee shall declare a Bidder as the Successful Bidder if the bid value for the asset submitted under the bankruptcy process—constitutes the highest bid among all participating Bidders.

The Bankruptcy Trustee shall declare a Bidder as the Successful Bidder for the asset only if the bid submitted in the bankruptcy process constitutes the highest bid among all participating Bidders.

14.2 Notwithstanding anything, the Bankruptcy Trustee shall issue a Sale Certificate solely in respect of the Asset in favour of the Successful Bidder. The Bankruptcy Trustee neither provides any assurance nor assumes any responsibility or liability in relation to the Asset forming part of the bankruptcy process, which are to be sold exclusively by the Bankruptcy Trustee.

14.3 In case where a single highest Bidder is not identified, the Bankruptcy Trustee reserves a right to reject all bids in consultation with the Committee and such decision shall be final.

14.4 The declaration of the Successful Bidder(s) for the sale of Asset of the Bankrupt shall be done by the Bankruptcy Trustee within the timeframe set out in Clause 26 of this Process Memorandum after the closure of e-auction process. The Bankruptcy Trustee will inform the Successful Bidder upon closure of the Auction Process.

14.5 The Bankruptcy Trustee is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/postponed cancel the e-Auction or withdraw any Asset or portion thereof from the E-Auction proceedings at any stage without assigning any reason thereof.

15. ISSUANCE OF LETTER OF INTENT (LOI)

a. The Bankruptcy Trustee shall, as soon as reasonably possible following the end of the E-Auction and after following the due procedure for declaration of Successful Bidder, issue the LOl to the Successful Bidder. This LOI does not confirm sale in favor of the Successful Bidder. Confirmation of sale is subject to the fulfillment of conditions stated hereunder and the approval of the Bankruptcy Trustee:

b. The Successful Bidder shall, within a period of 2 (two) days from the date of issuance of the LOI, unconditionally accept the Lol, and record such acceptance by providing the Bankruptcy Trustee with a copy of the Lol with an endorsement stating that such Lol is, “Accepted Unconditionally”, under the signature of the authorized Director / Authorized Signatory of the Successful Bidder.

c. Failure to accept the LOI within the time period specified may result in the disqualification of the Successful Bidder along with cancellation of the Lol and forfeiture of the EMD.

d. In case of disqualification of a Successful Bidder, the Bidder who had submitted the next highest bid may be asked to match the Successful Bidder's bid and be considered the new Successful Bidder. If the latter is unwilling to match the bid submitted by the earlier Successful Bidder, the Bankruptcy Trustee, at his sole discretion, may decide to carry out a fresh auction, withdraw the Asset from the auction or sell the Asset to the next highest Bidder at its bid amount.

16. PAYMENT OF SALE CONSIDERATION

a. The Successful Bidders must pay an amount equal to 25% of the Bid Amount within 2 days from the date of issue of LOI. **(”Part Bid Amount”).** The EMD paid by the Successful Bidder shall be adjusted with the Part Bid Amount. The Bankruptcy Trustee will not accept any amount which is less than the Part Bid Amount from the Successful Bidder. The Bankruptcy Trustee may reject and disqualify the Successful Bidder in case the Part Bid Amount is not received within aforementioned time.
b. The Successful Bidder shall be required to provide balance Bid Amount of 75% within 30 days of the date of issuance of LOI in a single tranche payment after adjusting the Part Bid Amount. ("Balance Bid Amount")
c. If the Balance Bid Amount is made after (30) days, such payment shall attract interest @ 12% per annum till the Balance Bid Amount is received in full. If the Balance Bid Amount is not received within 90 days of the issuance of LOI, then the sale shall stand cancelled.
d. It is also clarified that any necessary approvals, consents, reliefs that may be required to be obtained by the Successful Bidder with respect to the sale of Asset as contemplated in this Process Memorandum have to be obtained by the Successful Bidder without any deviation from the time frame for payment of Balance Bid Amount as stipulated under the Bankruptcy Process Regulations.

e. Any failure to obtain such necessary approvals, consents, reliefs that may be required by the Successful Bidder in respect to the Sale of Asset of Bankrupt shall not affect the E- Auction Process contemplated under this Process Memorandum. On payment of the full amount, the Sale of Asset of Bankrupt shall stand completed and the Bankruptcy Trustee shall execute a certificate of sale to consummate the sale transaction as contemplated under this Process Memorandum and the Applicable Law.

f. All the payments of the Bid Amount made by the Successful Bidder shall be made through DD/RTGS/ NEFT modes as per the details provided by the Bankruptcy Trustee to the Successful Bidder at the time of issuance of LOI. The payments of the bid amounts shall be made by the Successful Bidder from the same bank account from which he has made payment of the EMD amounts.

g. TDS may be deducted on the amount being remitted to the Bankruptcy Account as per the provisions of IBC, 2016 and the provisions of Income Tax Act, 1961.

17. DEFAULT IN PAYMENT

Default in payment of the Bid Amount and applicable GST/taxes, registration fees, etc if any, by the Successful Bidder will result in disqualification of the Successful Bidder and forfeiture of all amount paid by the Bidder including EMD, Part Consideration, Balance Bid Amount, unless such default in payment is pursuant to any event stipulated under Clause 11.7 of this Process Document. Any Asset covered may be put to re-auction or sold to the next highest Bidder and the defaulting Successful Bidder shall have no claim/right in respect of such auction.

18. COMPLETION OF SALE

On payment of the full Bid Amount and applicable taxes (if any), the sale shall stand completed, and the Bankruptcy Trustee and/or Banks shall execute a certificate of sale (“**Sale Certificate")** and the Asset shall be delivered / transferred to the Successful Bidder. The Sale Certificate will be issued and / or transaction / sale documents will be executed in the name of the Successful Bidder only and will not be issued in any other name(s). It is expressly stipulated that there are no implied obligations on the part of the Bankruptcy Trustee to do all acts, things and deeds whatsoever for the completion of the sale.

The Successful Bidder shall be responsible for undertaking necessary actions and compliances 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 including SARFAESI Act for purchasing the Asset of the Bankrupt.

19. STAY/ CANCELLATION OF SALE

a) In case of stay of further proceedings by the NCLT/NCLAT or any competent court of land, the e- auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

b) In case the Successful Bidder has not paid the consideration stipulated herein within the due date, the entire amount paid by the Successful Bidder (including EMD amount and subsequent payments) shall be forfeited and the sale shall stand cancelled.

c) The Bankruptcy Trustee shall also have the right to postpone/ cancel the auction of the sale for reasons whatsoever. In case of adjournment of sale for any reason, no fresh notice of sale will be given. However, the new date of sale will be displayed in the Auction Platform in the respective Asset auction section and the adjournment dates and time for submission of tenders will also be displayed in the Auction Platform in the respective Asset auction section.

20. DELIVERY OF TITLE DEEDS

The Successful Bidder, on receipt of Sale Certificate, shall contact the Bankruptcy Trustee for delivery of Asset as available with the Bankruptcy Trustee/Bankrupt.

21. DELIVERY OF POSSESSION

a) Delivery of possession of the Asset sold herein shall be as per the Applicable Laws.

b) After obtaining the Sale Certificate and getting the sale registered with appropriate authorities under Applicable Laws, the Successful Bidder is entitled to obtain possession of the Asset sold herein as per applicable law.

c) All expenses and incidental charges thereto shall be borne by the Successful Bidder.

22. FRAUDULENT AND CORRUPT PRACTICES

a. The Bidder shall observe the highest standard of ethics during the Auction Process and subsequently during the closure of the auction process and declaration of Successful Bidder.

Notwithstanding anything to the contrary contained in this Process Memorandum, or in LOI, the Bankruptcy Trustee shall reject an auction bid, revoke the LOI as the case may be, without being liable in any manner whatsoever to the Bidder, if the Bankruptcy Trustee, at his discretion, determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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 Bankruptcy Trustee may disqualify any of the Auction participants at any stage or forfeit the EMD furnished by the bidder at any stage.

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

i. "**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 any of the process laid down in this Process Memorandum;

ii. "**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 any of the process laid down in this Process Memorandum (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bankruptcy Trustee or the Bankrupt, who is or has been associated or dealt in any manner, directly or indirectly with any of the process laid down in this Process Memorandum 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 Bankruptcy Trustee or the Bankrupt, shall be deemed to constitute influencing the actions of a person connected with any of the process laid down in this E-Auction Process Memorandum); or (ii) engaging in any manner whatsoever, during any of the process laid down in this Process Memorandum or thereafter, with any person in respect of any matter relating to the Bankrupt, who at any time has been or is a legal, financial or technical adviser of the Bankruptcy Trustee or the Bankrupt, in relation to any matter concerning the Process Memorandum;

iii. "**fraudulent practice**" shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence any of the process laid down in this Process Memorandum.

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

v. **“undesirable practice”** shall mean (i) establishing contact with any person connected with or employed or engaged by the Bankruptcy Trustee with the objective of canvassing, lobbying or in any manner influencing or attempting to influence any of the process laid down in this Process Memorandum or (ii) having a Conflict of Interest.

The Bidder shall not involve himself or 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 Bankruptcy Trustee or during the due diligence process in respect of the Asset to any other party. Prior to conduct of due diligence/ site visits, the Bankruptcy Trustee may require the Bidder to execute a confidentiality agreement with the Bankruptcy Trustee.

23. COST, EXPENSES, AND TAX IMPLICATIONS

1. The auction participant or the Bidder, shall be responsible for all the costs incurred by it on account of its participation in the process laid down in this Process Memorandum, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The Bankruptcy Trustee shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.
2. For purpose of abundant clarity, it is hereby clarified that the Bidder is expected to make its own arrangements including accommodation for the discussion Meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the auction participant or the Bidder.
3. The auction participant or the Bidder shall not be entitled to receive reimbursement of any expenses which may have been incurred carrying out of due diligence, search of title to the Asset and matters incidental thereto or for any purpose in connection with the auction process plan.
4. All taxes applicable (including stamp duty implications and registration charges) on sale of Asset would be borne by the Successful Bidder including the following:

a. The sale attracts stamp duty, registration charges, good and service tax, etc. as per relevant laws, rules and regulations.

b. The Successful Bidder/ shall bear all the necessary expenses like applicable stamp duties/additional stamp duty/transfer charges/goods and service tax/ fees, etc. for transfer of property in his/her name.

c. The payment of all statutory / non — statutory dues, taxes, rates, assessments, charges, fees, maintenance fee, outstanding municipal and other property taxes, electricity dues etc. owed by CSL to anybody in respect of the Asset shall be sole responsibility of Successful Bidder; and

d. Successful Bidder shall bear the cess or other applicable tax i.e. GST, TDS etc.

5. The Successful Bidder will also be responsible for evaluating completeness of applicability of taxes in India at the time of closure and will be responsible for paying all such taxes.
6. It is expressly stated that the Bankruptcy Trustee does not take or assume any responsibility for any dues, statutory or otherwise, of the Bankrupt, including such dues, if any, which may affect transfer of the Asset in the name of the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.
7. The Bidders shall be responsible for fully satisfying the requirements of the IBC and its related Regulations as well as all Applicable Laws that is 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 Asset of the Bankrupt.

24. VERIFICATION OF DOCUMENTS AND DISQUALIFICATION

a) The Bankruptcy trustee will verify the Eligibility Documents/EOI submitted by the Bidder after conclusion of the Auction and also reserves the right to verify (in accordance with the provisions of this E Auction Process Document) all statements, information, and documents submitted by the Bankruptcy trustee in response to the Process Document and the Bidder shall, when so required by Bankruptcy trustee, the Bidder shall make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Bankruptcy trustee shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency/ the Bankruptcy Trustee thereunder.

b) Without prejudice to any other right or remedy that may be available to Bankruptcy trustee under Process Memorandum, the Bankruptcy trustee reserves the right to disqualify the Bidder, cancel the sale and to appropriate the entire EMD and other amounts paid, if:

   i. at any time, a misrepresentation on part of the Bidder is made or uncovered;
   ii. the Bidder does not provide, within the time specified by the Bankruptcy trustee, the supplemental information documentation sought by the Bankruptcy trustee, or
   iii. any act or omission of the Bidder results in violation of or non-compliance with the Process Document and/ or any other document referred herein or issued pursuant thereto or any applicable law relevant for the e-auction process.

c) The Bankruptcy trustee, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

i. consult with any Bidder in order to receive clarification or further information;

ii. retain any information and/ or evidence submitted to the Bankruptcy trustee by, on behalf of, and/ or in relation to any Bidder; and/ or;

iii. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

d) Any person who participated in E-Auction, if found disqualified u/s 29A of Insolvency & Bankruptcy Code, 2016, or regulation thereunder, EMD and any other subsequent payments of such disqualified Bidder shall be forfeited.

25. GOVERNING LAW AND JURISDICTION

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

26. TIMELINES

The following timelines shall apply to the process memorandum. The timelines may be amended by the Bankruptcy Trustee through issuance of an addendum to the process memorandum.

Sr. No.	Event	Timeline	Date
1	Public Announcement of E-Auction	T	Saturday, 12 September 2026
2	Site Visits (Optional)	(T+7 days)	Saturday, 19 September 2026
3	Submission of Documents	(T+19 days)	Thursday, 01 October 2026
4	Earnest Money Deposit submission	(T+19 days)	Thursday, 01 October 2026
5	E-auction Start date from 11 am to 5 pm onwards	(T+24 days) - X	Tuesday, 06 October 2026
6	Declaration of Highest Bidder	(T+24 days)	Tuesday, 06 October 2026
7	Issuance of LOI	(T+24 days)	Tuesday, 06 October 2026
8	Return of Earnest Money of unsuccessful bidders	(T+26 days)	Thursday, 08 October 2026
9	Acceptance of LOI	(T+26 days)	Thursday, 08 October 2026
10	25% payment to be made with 2 days of Issuance of LOI	(X+2 days)	Thursday, 08 October 2026
11	Balance 75% Payment to be made with 30 days	(X+30 days)	Thursday, 05 November 2026
12	Payment of Balance Consideration - Interest @12% after 30 days (Note: Sale can be cancelled if the payment is not received within 90 days)	(X+ 90 days)	Monday, 04 January 2027

Note - Above timelines are indicative, undersigned reserves the right to modify the same and giving notice of the same (at the earliest) to interested and eligible bidders who have complied with requirements of this process memorandum. The timeline for payment of final sale consideration may be extended at the sole discretion of Bankruptcy trustee, to the extent permissible under the applicable laws and regulations.

"Provided the payment can be made upto 90 days from the date of LOI and any payment made after 30 days shall attract interest @ 12% p.a. (plus applicable GST/ taxes, registration fees, etc if any, on 100% of the bid sum). Further provided that the sale shall *be cancelled if the payment is not received within 90* days *from the date of* issuance *of LOI.*

27. ANNEXURES

The Following are the annexures for sending the Bid form for the E-Auction process of the sale of the Asset of the Bankrupt:

ANNEXURE-1

TERMS AND CONDITION OF E-AUCTION

1. INTRODUCTION

The E-Auction is for sale of set of Asset of the Bankrupt (Mr. Anumod Sharma- PG to M/s Great Indian Nautanki Company Private Limited), shall be conducted in accordance with the provisions of the Insolvency and Bankruptcy Code (IBC), 2016 and the IBBI Bankruptcy Process Regulations, 2019 (Bankruptcy Process Regulations) by Mr. Rahul Jindal, Bankruptcy Trustee for Mr. Anumod Sharma- Bankrupt (PG to M/s Great Indian Nautanki Company Private Limited).

The E-Auction will be conducted on ***"AS IS WHERE IS BASIS"****, "AS IS WHAT IS BASIS,* ***"WHATEVER THERE IS BASIS"*** *And* ***"WITHOUT RECOURSE BASIS"*** *through approved e- auction Service Provider, BAANKNET (PSB Alliance/eBkray)*

E-Auction Sale Notice and the Process Memorandum containing Annexures that are required to be submitted for participating in the E-Auction are available on website https://ibbi.baanknet.com/eauction-ibbi/home Bidders will have to search for the Bankrupt's name.

2. LAST DATE FOR SUBMISSION OF ELIGIBILITY DOCUMENTS/EOI : *01 OCTOBER 2026.*

3. RESERVE PRICE, EMD AND BID INCREMENTAL VALUE

Prospective Bidders may submit their Bids for purchasing the Asset of Bankrupt. Details are as follows:

S. No.	Description of the Properties	Reserve Price (Rs.)	Earnest Money Deposit (EMD)	Bid Incremental Value in (Rs.)
1	50% share in LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana. (Mr. Anumod Sharma holds a 50% undivided share/interest in the subject Property)	₹4,06,75,000	₹40,67,500	₹5,00,000
2	EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009	₹34,20,000	₹3,42,000	₹1,00,000

During the e-auction bidders will be allowed to offer higher bid in inter-se bidding over and above the last bid quoted and the minimum increase in the bid amount must be of as stated above to the last higher bid of the bidders.

All the above figures are exclusive of GST and other applicable taxes & levies.

GST at applicable rates and other applicable taxes & levies shall be paid by the Successful Bidder over and above the Highest Bid/Successful Bid amount.

4. GENERATION OF USER ID FOR PARTICIPATION IN E-AUCTION THROUGH E-AUCTION SERVICE PROVIDER.

Bidders, who are interested to participate in the e-auction process, should visit to https://ibbi.baanknet.com/eauction-ibbi/home and register themselves under the "Buyer Registration" tab/option and submit the Eligibility Documents/EOI, EMD and participate in the Bidding Process.

Contact No. +91 82912 20220

Email id: support.baanknet@psballiance.com

5. BIDDING THROUGH E-AUCTION SERVICE PROVIDER PLATFORM ON THE APPOINTED DAY

The Sale of Asset of the Bankrupt shall take place through online e-auction Service Provider BAANKNET (PSB Alliance/eBkray) ("E-Auction Service Provider") via https://ibbi.baanknet.com/eauction-ibbi/home on ***06 October 2026 between 11 a.m. to 5 p.m.*** for sale of Asset of the Bankrupt with unlimited extension of "5 minutes" i.e. the end time of the e-auction will be extended by 5 minutes each time if bid is made within the last 5 minutes before closure of auction. The highest bid amount (not below the Reserve Price) at any given point shall be visible to other Bidders. The Bidder may improve their offer in multiple of "Bid Incremental Value".

6. OTHER TERMS AND CONDITIONS

I. The Bankruptcy trustee has the absolute right to accept or reject any or all offer (s) or adjourn/postpone/cancel the e-Auction or withdraw any property or portion thereof from the auction proceeding at any stage without assigning any reason thereof. The Property, Asset, Business and other affairs of Mr. Anumod Sharma - Bankrupt (in Bankruptcy) being managed by Bankruptcy trustee Mr. Rahul Jindal (IBBI/IPA-001/IP-P- 02649/2021-22/14048).

II. The Bidder(s) shall be responsible for all the costs incurred by it on account of its participation in the E-Auction process, including any costs associated with participation in the discussion meeting (if any), site visit, etc. The Bankruptcy trustee shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction process.

III. All expenses including any taxes/duties incurred towards sale of Asset post the E- Auction process should be borne by the Successful Bidder. The Bankruptcy trustee shall not be held responsible/ liable to pay any such expenses for Asset sold in the E-Auction process. For the avoidance of doubt, it is hereby clarified that, all the aforesaid costs shall be payable over and above the bid offered during the E-Auction process.

IV. Neither the Bankruptcy trustee nor the Auction Platform will be held responsible for any internet network problem /power failure/ any other technical lapses/failure etc. In order to ward- off such contingent situation the Bidders are requested to ensure that they are technically well equipped with adequate power back-up etc. for successfully participating in the e-auction event.

V. The Bankruptcy trustee reserves the right to alter, modify or relax any of the terms and conditions mentioned in this document in the interest of the Bankruptcy process of the Bankrupt. Any such alteration, modification or relaxation shall be binding on the interested Bidder.

VI. Successful Bidder(s) shall not be entitled to receive re-imbursement of any expenses which may have been incurred in carrying out of the due diligence, search of title to the Asset and matters incidental thereto or for any purpose in connection with the E-Auction process.

VII. It is expressly stated that the Bankruptcy trustee does not take or assume any responsibility for any dues, statutory or otherwise, of the Bankrupt, including such dues, if any, which may affect transfer of the Asset to the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.

VIII. The Bidder(s) shall be responsible for fully satisfying the requirements of the IBC and related Bankruptcy Process Regulations as well as all Applicable Laws that are relevant for the sale process.

IX. The Successful Bidder shall be responsible for obtaining requisite Regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that is or may be required under Applicable Law for purchasing the Bankrupt's relevant Asset.

X. In the interest of the Bankruptcy process of the Bankrupt, the Bankruptcy trustee reserves the right to alter, modify or relax any of the terms and conditions mentioned in this E - Auction Process Memorandum. Any such alteration, modification or relaxation, to the terms and conditions contained in this document, subject to provisions contained in the E - Auction Process Memorandum, shall be binding on all the Interested Bidders.

XI. It shall be deemed that by submitting the bid, the Bidder agrees and releases the Bankruptcy trustee, its employees, subsidiaries, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

XII. No counter offer /conditions by the Bidder, Eligible Bidder and/or Successful Bidder will be entertained.

XIII. The Bankruptcy trustee shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale for reasons what so ever.

XIV. Bidders shall be deemed to have read and understood all the conditions of sale, the Process Document and the Notice of Sale and are bound by the same.

XV. The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the Process Document and Notice of Sale.

XVI. Bidders are advised to preserve the EMD documents and documents pertaining to other deposits/ payments made by it and also a copy of the terms and conditions of the application obtained or downloaded from the portal and other document submitted for future reference.

XVII. Bid document with conditional offer will be treated as invalid. Correspondence about any change /modification in the offer after submission of Bid document will not be entertained.

XVIII. Bids not received in the prescribed bid form or below Reserve Price or incomplete in any respect or unsigned or not accompanied by

NEFT/RTGS/Bank Transfer for the requisite EMD are liable to be summarily rejected at the sole discretion of Bankruptcy trustee. The sale shall be subject to provisions of IBC, 2016 and Bankruptcy Process Regulations made thereunder.

XIX. The Bidder shall strictly adhere to the Preconditions to the Auction and Risks Associated with the Bankrupt of the Process Document and should bear the risks of the conditions/disclaimers mentioned.

The timeline for payment of final sale consideration may be extended as the sole discretion of Bankruptcy Trustee, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the Bankruptcy Trustee shall forfeit EMD and subsequent payments made thereon.

ANNEXURE 2

APPLICATION FORM

Date:

To,
Mr. Rahul Jindal (Bankruptcy Trustee),
Mr. Anumod Sharma (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited)
Add: 6772/2, 4th Floor, Dev Nagar, DB Gupta Road, Opposite Bali Nursing Home,
Karol Bagh. New Delhi-110005

REF. E-AUCTION SALE NOTICE ADVERTISEMENT ISSUED **IN << NAME OF JOURNAL» (ENGLISH), <<NAME OF JOURNAL>> (<<LANGUAGE IN WHICH PUBLISHED>>)** IN EDITION ON & HOSTED ON THE WEBSITE https://ibbi.baanknet.com/eauction-ibbi/home FOR SALE OF ASSET OWNED BY ANUMOD SHARMA (BANKRUPT/PG TO M/S GREAT INDIAN NAUTANKI COMPANY PRIVATE LIMITED (IN BANKRUPTCY) UNDER THE INSOLVENCY AND BANKRUPTCY CODE, 2016 AND THE RULES FRAMED THEREUNDER.

I/We/ M/s am desirous in participating in the e-auction for Sale of set of Asset of Mr. Anumod Sharma (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited collectively, announced by you in the newspaper publication dated 12.09.2026.

Bid For:	

I/We /M/s., the Bidder/s, do hereby state that, I/we/M/s. have read the Process Memorandum and the terms and conditions of bid and the above advertisement and understood them fully. I/We/M/s. hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the Asset is as under:

1	(a)	Full Name of the Bidder with Telephone Nos. Mobile Nos. E—mail ID.			
	(b)	Address of the Bidder along with the address prool			
		(I)	Office		
		(II)	Residence		
		(M)	Identity Proof (Self-attested)		
			i.	Pan Card*	
			ii.	Aadhaar Card*	
			iii.	Passport $	
			iv.	Voter ID Card	
			v.	Driving License	
			*	Compulsory for Indians	
			$	Compulsory for NRIs	

	(c)			(Provide authority letter in case of E partnership firm/LLP/or any othe legal entity and board resolution in z form set out in Annexure 5 in case of a company	
2.	Constitution documents (Sole Proprietary/Partnership/Company) (in case of company/firm, also give names of Directors / partners with contact numbers)				

1. I/We/M/s. further declare that I/We/Ms. intend to purchase the above referred Asset of Bankrupt from the Bankruptcy Trustee for our/ its own use / business and that the information revealed by me/us in this Application Form is true and correct to the best of my/our knowledge and belief.

2. I/We/M/s. certify that I/We/M/s. am/are eligible to be a Bidder, under Section 29A read with Sec. 35 (f) of IBC 2016 and affidavit for the same is enclosed herewith.

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

4. I/We/Ms. agree if any of the statement / information revealed by me/us is found incorrect, my/our bid document is liable to be cancelled and, in such case, the EMD paid by me/us is liable to be forfeited by the Bankruptcy Trustee and the Bankruptcy Trustee is at liberty to annul the offer made to menus at any point of time.

5. I/Wee /M/s. also agree that after my/our offer given in my/our bid for purchase of the Asset of Bankrupt is accepted by the Bankruptcy Trustee, if I/We/M/s. fail to accept the terms and conditions of the Process Memorandum or Letter of Intent or fail to complete the transaction within the time limit as specified in the Letter of Intent for any reason whatsoever and / or fail to fulfil any/all the terms and conditions of the bid document and Letter of Intent, the EMD paid by me/us along with the bid document is liable to be forfeited by the Bankruptcy Trustee and that the Bankruptcy Trustee has also a right to proceed against me / us for specific performance of the contract.

6. I/We/M/s. will not claim any interest from the date of submission of offer in case the process of sale is delayed for any reason.

7. The general terms and conditions of sale are received, read and acceptable to me / us NOTE: Each page of this form shall be duly signed by Bidder.

Place:
Date:

Signature of the Bidder

[Rubber stamp of the proprietor/company/firm]
Name
Designation

Enclosures:

8. Address Proof given under point 1(B)(I) and 1(B)(II)
b. Self-attested copy of Identity Proof given under point 1(C)(III).
c. Authority Letter of the authorized representative bidding in case of any bidder other than proprietorship firm. given under point 1(C)(III).
d. Audited financial statements and income tax returns of the preceding three (3) financial years and other financial documents to demonstrate the financial capabilities

e. Affidavit under section 29A.

t. Confidentiality Undertaking

g. Copy of the resolution passed by the Board of Directors/ Designated Partners/ Partners of the Auction Participant (in case the Auction Participant is a company)

ANNEXURE-3

Affidavit by the bidder in terms of Section 29A

(To be notarized on non-judicial stamp paper)

ON RS. 100/- STAMP PAPER

I,_____*(name of the chairman/ managing director/ director/ designated partner/ partner/ authorized person of prospective bid applicant, authorized by the Board designated partner/ partner of the* prospective Applicant for *giving such affidavit, son* of___, *aged about__years,* currently residing at ___________ *and having Aadhaar/ Passport number* ______, on behalf of("prospective Applicant"), do solemnly affirm and state to the Mr. Rahul Jindal (IBBI Registration: IBBI/IPA-001/IP-P-02649/2021-2022/14048) ("Bankruptcy Trustee"), the Bankruptcy Trustee of Anumod Sharma (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited ("Bankrupt"), as follows:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the prospective Applicant in terms of the *resolution of* its *board of directors/ Designated Partners/partners/power of attorney to provide other necessary details of such authorization.* The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. I acknowledge that Bidder is aware of that, in terms of proviso to sub-section (f) of Section 35(1) of Insolvency and Bankruptcy Code, 2016 ("IBC"), read with Section 29A of IBC, certain persons/category of persons have been specified as ineligible for the purposes of participation in an auction to acquire immovable and movable property and actionable claims of a Bankrupt in Bankruptcy.
3. On behalf of the Bidder, I confirm, that it is eligible to participate in the auction process ("Bid") for Anumod Sharma (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited in Bankruptcy ("Bankrupt") in accordance with IBC and related rules and regulations issued thereunder, and any other applicable law.
4. That the prospective Applicant is not ineligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 ("IBC") to submit bid application for purchase of Asset of Anumod Sharma (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited, (In Bankruptcy).

5. I state that the present affidavit is sworn by me on behalf of the Bidder in compliance of section 29A of the IBC.
6. I on behalf of the Bidder and any other person acting jointly or in concert with the Bidder hereby confirm that:
7. That none of the prospective Applicant or any person acting jointly or in concert with the prospective Applicant:

a) The Bidder and any connected person as per the Explanation I provided under section 29A of the IBC is not an un discharged insolvent; or

b) The Bidder and any connected person as per Explanation I provided under section 29A of the IBC, has not been identified as a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949: or

c) At the time of submission of the bid, the account of the Bidder and any connected person as per Explanation I provided under section 29A of the IBC or an account of the Corporate Debtor under the management or control of such person of whom such person is a promoter, IBC is not classified as non-performing Asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or guidelines of a financial sector regulator issued under any other law at the time being in force and at least a period of one year or more has lapsed from the date of such classification till the date of commencement of Insolvency Process;

d) The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not been convicted for any offence punishable with imprisonment for 2 years or more under any Act specified in the Twelfth Schedule or for seven years or more under any law for the time being in force or a period of two years has expired from the date of release of such imprisonment; or

e) The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not been disqualified to act as a director under the Companies Act 2013; or

f) The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not indulged in preferential transaction or undervalued transaction or fraudulent transaction in respect of which an order has been made by the Adjudicating Authority under the IBC; or

g) The Bidder and any connected person as per Explanation I provided under section 29A of the IBC have not executed a guarantee in favour of a creditor, in respect of a Company against which an application for insolvency resolution made by such creditor has been admitted under the IBC and no such guarantee has been invoked by the creditor or remains unpaid in full or part; or

h) The Bidder and any connected person a per Explanation I provided under section 29A of the IBC are not subject to any disability, corresponding to clauses mentioned above under any law in a jurisdiction outside India.

8. On behalf of the Bidder, acknowledge that the Bankruptcy Trustee reserves the right to verify the authenticity of the information and/or the documents submitted by me/us and the Bankruptcy Trustee may request, at his own discretion, for any additional information or documents, as may be required by the Bankruptcy Trustee, for the purposes of verifying the information so submitted by me/us. On behalf of the Bidder, I unconditionally and irrevocably undertake, that I/we shall provide all data, documents and information as may be required to verify the statements made under this affidavit.

9. On behalf of the Bidder, I confirm that the information and/or documents submitted by me/us to the Bankruptcy Trustee in accordance with the past communications, are true, correct, accurate and complete in all respects and I/we have not provided any information, data or statement which is inaccurate or misleading in any manner. I/We further confirm that, in the event the Bankruptcy Trustee determines that I/we have made any misrepresentation, concealed material information, made a wrong statement or submitted information which is misleading in nature, the

Bankruptcy Trustee shall have the right to take any action as he deems fit in accordance with the applicable law, including the IBC and related rules and regulations.

10. On behalf of the Bidder, I undertake that if during the interim period on and from the date of this Affidavit until the date of completion of the sale of Asset in terms of the auction process, I/We become ineligible to become a resolution applicant under applicable law, including under Section 29A of IBC, I/We shall immediately and in no event later than two days of such ineligibility, disclose to the Bankruptcy Trustee of its ineligibility in writing with reasons for the same (“Disclosure”). I/We agree, acknowledge and confirm on behalf of the Bidder, that upon being informed of such Disclosure, the Bankruptcy Trustee shall have the right to reject the bid submitted by it and shall have the right to undertake any action as it deems fit in accordance with the Complete E-Auction Process Memorandum, including forfeiture of Earnest Money submitted by it (as defined in the Complete E-Auction Process Memorandum).

DEPONENT

Before me,

Notary/Oath Commissioner

VERIFICATION:

I.____name of the chairman/ managing director/ director/ designated partner/ partner/ authorized person of prospective Applicant, authorized by the Board/ designated partner/ partner/ of the prospective Applicant company (in case of a company) for giving such affidavit] the deponent above named, on behalf of____currently residing at_, do hereby solemnly state on oath and declare and verify that the contents of the above affidavit are true, correct and complete to the best of my knowledge and nothing material has been concealed therein.

Verified at _, on this the day of _2026

DEPONENT

Notes:

1. Please note that in case of the Bidder being an unlimited liability partnership firm under the Indian Partnership Act, 1932, the affidavit is required to be furnished separately by each partner of the partnership firm.
2. Please note that in case of the Bidder being a limited liability partnership ("LLP") incorporated under the Limited Liability Partnership Act, 2008, the affidavit will be provided by the designated partners" of the LLP on behalf of the LLP and also by each partner of the LLP for itself, acting in its capacity as partner of the LLP.

For further reference to Sections & Provisions related to the Insolvency and Bankruptcy Code, 2016. Kindly refer to https://ibbi.gov.in/

ANNEXURE 4
Confidentiality Undertaking

(To be notarized on non-judicial stamp paper)

ON RS. 100/- STAM P PAPER

This Confidentiality Undertaking has been signed by___________(Name of potential Bidders) having its office at _ _ _ _ _ _acting through Mr. ____________________________(Name of person authorised by potential Bidder(s)), the authorized signatory/authorized representative ("Bidder"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Rahul Jindal, an Insolvency Professional having registration no. IBBI Reg: IBBI/IPA-001/IP-P-02649/2021-2022/14048.

WHEREAS Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited), a Bankrupt within the meaning under the provisions of Section 123 of the Code read with Insolvency And Bankruptcy Board of India (Bankruptcy Process For Personal Guarantors to Corporate Debtors) Regulations, 2019 is undergoing Bankruptcy vide Hon'ble NCLT New Delhi, Principal Bench ("NCLT") order dated 19.01.2026 vide the said NCLT Order Mr. Rahul Jindal, a registered Insolvency Professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI Reg: IBBI/IPA-001/IP-P-02649/2021-2022/14048 has been appointed as Bankruptcy Trustee to manage, protect, sell the property, Asset of Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited) **("Bankruptcy Trustee").**

WHEREAS the Bankruptcy Trustee has invited prospective Bidders for the purpose of submission of bid through e-auction process in respect of Sale of Asset of Bankrupt in accordance with the provisions of Process Memorandum and provisions of Insolvency and Bankruptcy Code, 2016 ("IBC") read with the Insolvency And Bankruptcy Board of India (Bankruptcy Process For Personal Guarantors to Corporate Debtors) Regulations, 2019 ("Bankruptcy Process Regulations").

WHEREAS the Bankruptcy Trustee is required to share certain data, documents in relation to the Bankrupt for facilitating the prospective Bidder(s) in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the data room and 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 IBC and Bankruptcy Process Regulations.

THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:

1. The Bidder(s) shall not divulge any part of the information received pursuant to the Process Memorandum or any other data shared by the Bankruptcy Trustee, 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.
2. The Bidder (s) further unconditionally and irrevocably undertake and declare that

    a) the Confidential Information shall be kept secret and confidential by the Bidder

    (s) and shall be used solely in accordance with the terms of the IBC;

    b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Bankrupt, Bankruptcy Trustee or any other person;
    c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
    d) the Bidder (s) shall protect any intellectual property of the Bankrupt which it may have access to;
    e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s),

    in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, 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 Bankruptcy process of the Bankrupt, provided that the Bidder 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;

f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, any theft or leakage;

g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of Sale of Asset of Bankrupt as provided under Process Memorandum and the Bankruptcy Process Regulations;

h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received either pursuant to the Process Memorandum 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, including but not limited to the financial position of the Bankrupt, all information related to disputes by or against the Bankrupt and other matter pertaining to the Bankrupt; and

i) the Bidder(s) 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 Bidder) and shall indemnify the Bankruptcy Trustee for any loss, damages, expenses and costs incurred by the Bankruptcy Trustee due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.

3. 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 Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or

b) information which, after disclosure to the Bidder(s) 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 Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).

4. The Bidder(s) hereby expressly agrees and acknowledges that the Bankruptcy Trustee 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 Bidder(s) in the Process Memorandum/ Data Room. The Bidder(s) further agrees and acknowledges that the Bankruptcy Trustee shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Bankruptcy Trustee or the Bankrupt in relation to any information provided.
5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Bankruptcy Trustee that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and the Bankruptcy Trustee may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
8. 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.

9. 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 New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.

10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the Process Memorandum.

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 Bidder (s)].

Signed on behalf of (Name of
Bidder(s)) by Mr. _
(Name and
Designation)
Authorised
Signatory Date:
Place:

Note- In case of consortium, undertaking to be executed by each of the members

ANNEXURE-5

BOARD RESOLUTION

(On the letter head of the Bidder)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS/ DESIGNATED PARTNER/ PARTNERS ("BOARD") OF ______________________________(COMPANY/ LLP/ PARTNERSHIP FIRM) AT THEIR MEETING HELD ON [/*Insert Date*], AT [*Insert Time*] AT [*Insert Place*]

The Chairman informed the Board/ Designated Partners/ Partners that pursuant to the E-auction Process Memorandum for the sale of Asset of Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited) dated_________, issued by Mr. Rahul Jindal (IBBI Registration: IBBI/IPA-001/IP-P-02649/2021-2022/14048) **("Bankruptcy Trustee"),** the Bankruptcy Trustee of Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited), the Company is desirous of submitting a Bid Application for the purchase of Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited) for sale of Asset in accordance with the requirements of the E-Auction Process Memorandum published on **<<E-Auction Service Provider** Websites», for the above- mentioned auction. The Chairman placed before the Board the E-auction Process Memorandum for its perusal.

The Board/ Designated Partners/ Partners considered and approved the same by passing the following resolution:

"RESOLVED THAT the draft of the Application Form placed before us is hereby approved for submission to the Bankruptcy Trustee of Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited), in accordance with the terms of the E- Auction Process Memorandum."

"RESOLVED THAT Mr./Ms. ___<< >>,__ Director of the Company/ Designated Partner/ Partner be and is hereby authorized to take all the steps required to be taken by the Company for the submission of the Bid Application in accordance with the terms of the E-Auction Process Memorandum, including the following:

(a) submit the Application Form and other requisite documents, in accordance with the terms of the E-Auction Process Memorandum;

(b) execute all other agreements, deeds, forms, writings, affidavits and power of attorney as may be required in relation to the E-Auction Process Memorandum, any amendments or modifications thereto as may be suggested by the Bankruptcy Trustee of Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited), to do any such executed agreements, documents or other writings and in general to do all such acts, deeds and all things as may be required or considered necessary under or in respect of the Process Memorandum;

(c) submit necessary clarifications or information in relation to the Bid Application, as may be required in accordance with the E-Auction Process Memorandum by the Bankruptcy Trustee;

(d) pay such amounts and consideration, in the manner as may be agreed with the Bankruptcy Trustee, in accordance with the procedure set out under the E-Auction Process Memorandum;

(c) to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard."

"*RESOLVED **FURTHER** THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of the Company Secretary/ any Member of the Directors of the Company/ any two of the Designated Partner of the LLP/ any two of the Partners].*"

Certified True Copy

For, (Name of Company)

Date ___________

Place __________

....

Name of Director

Designation

& DIN

<u>Notes:</u>

a) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

b) In case of the Board resolution is from a Company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the Company.

c) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013/ Limited Liability Partnership Firm/ Partnership Firm may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company/ LLP/ Partnership Firm and the authorizations granted therein are true and valid.

d) The Board Resolution is to be certified by the Company Secretary/ Directors/ Designated Partners/ Partners, in accordance with applicable law and the constitutional documents of the Company/ LLP/ Partnership Firm.

ANNEXURE 6

EARNEST MONEY DEPOSIT FORM

Date:

To,

Mr. Rahul Jindal (Bankruptcy Trustee),
Anumod Sharma (Bankrupt/ PG to M/s Great Indian Nautanki Company Private Limited
6772/2, 4th Floor, Dev Nagar, DB Gupta Road, Opposite Bali Nursing Home, Karol Bagh. New Delhi-110005

REF - ADVERTISEMENT ISSUED IN << NAME OF JOURNAL» (ENGLISH) <<NAME OF JOURNAL>>(<<LANGUAGE IN WHICH PUBLISHED>>)IN<<NAME OF PLACE>>EDITION ON & HOSTED ON THE WEBSITE << *https://ibbi.baanknet.com/eauction-ibbi/home* >FOR SALE OF ASSET OWNED BY ANUMOD SHARMA (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited UNDER THE INSOLVENCY AND BANKRUPTCY CODE. 2016

I/We/ M/s am desirous in participating in the e-auction of Anumod Sharma (Bankrupt/PG to M/s Great Indian Nautanki Company Private Limited for sale of Assets of the Bankrupt, announced by you in the newspaper publication dated 12.09.2026.

Bid for:	

I/We /M/s., the Bidder/s, do hereby state that, I/we/M/s. have read the Bid Document and the terms and conditions of the Bid and the above advertisement and understood them fully. I/We/M/s. hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our offer for purchase of the Asset as appearing in the Bid document is as under:

1.	(a)	Full Name of the Bidder with Telephone Nos. Mobile Nos. E-mail ID.	
	(b)	Address of the Bidder along with the address proof	
	(i)	Office	
	(ii)	Residence	
2.		Details of EMD	
	(i)	Mode of Payment	RTGS / NEFT/ Bank Transfer
	(ii)	UTR No.	
	(iii)	Date	
	(iv)	Account Holder's Name	
	(v)	Bank Name	
	(vi)	Branch Name	
	(vii)	IFSC Code	
	(v)	Amount Deposited	

1. I/We request you to kindly verify the same and arrange with the auction portal for issue of an ID and password to enable us to take part in the E-Auction.

2. I/We/M/s. agree if any of the statement / information revealed by me/us is found incorrect, my/our Bid document is liable to be cancelled

and, in such case, the Earnest Money Deposit paid by me/us is liable to be forfeited by the Bankruptcy Trustee and the Bankruptcy Trustee is at liberty to annul the offer made to me/us at any point of time.

3. I/We /M/s. also agree that after my/our offer given in my/our bid for purchase of an Asset(s) is accepted by the Bankruptcy Trustee and If I/We/M/s. breach any of the conditions under this Process Memorandum or am/are/is found to have made any misrepresentation or am/are/is found to be ineligible to submit the Bid under Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility under Section 29A of the IBC or am/are/is found to be, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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 or Default in payment of the balance sale consideration by the Successful Bidder within the timeframe set out this Process Memorandum or not able to complete the transaction within the time limit specified in the Process Memorandum for any reason whatsoever and / or fail to fulfill any/aII the terms and conditions of the Process Memorandum, the Earnest Money Deposit paid by me/us along with the Bid document is liable to be forfeited by the Bankruptcy Trustee and that the Bankruptcy Trustee has also a right to proceed against me / us for specific performance of the contract.

4. I/We/Ms. will not claim any interest from the date of submission of Earnest Money in case the process of sale is delayed for any reason.

5. I/ We understand that the Earnest Money of all Bidders shall be retained by the Bankruptcy Trustee and returned only after the conclusion of the auction process as per the timelines mentioned.

6. I/We state that I/We have fully understood the terms and conditions therein and agree to be bound by the same.

7. The general terms and conditions of sale are received, read and acceptable to me / us.

NOTE: Each page of this form shall be duly signed by bidder.

Place:

Signature of the Bidder
(M/s. ________________)

Date:

[Rubber stamp of the proprietor/company/firm]

Name Designation

Annexure-7

Property 1: 50% share in LTH 0305A, 3rd Floor, The Laburnum Condominium Complex, Gurugram, Haryana. (Mr. Anumod Sharma holds a 50% undivided share/interest in the subject Property). Property 2: EWS Flat No. 108, Ground Floor, Laburnum Apartment, Sushant Lok Phase-I, Gurugram, Haryana – 122009.