

PROCESS INFORMATION DOCUMENT

Invitation for Sale of Assets of

Mr. Waseem Ahmad Khan - (“In Bankruptcy”)

under Regulation 27

of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors)
Regulations, 2019 made under the Insolvency and Bankruptcy Code, 2016 (“Code”)

Date of Public Announcement

Tuesday, 15th April 2025

Last date for Submission of EOI Documents:

Wednesday, 30th April 2025

Issued by: -

Mr. Anil Kohli- Bankruptcy Trustee

IBBI Reg. No: IBBI/IPA-001/IP-P00112/2017-18/10219

of

Mr. Waseem Ahmad Khan –

In Bankruptcy Process

(PAN: AFRPK4330B)

(Under Bankruptcy process vide Hon’ble NCLT order dated 02.12.2024)

Email ID: pgmultiwal.btrustee@outlook.com & insolvency@arck.in

Anil Kohli, is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-001/IP-P00112/2017-18/10219. Anil Kohli has been appointed as Bankruptcy Trustee of Mr. Waseem Ahmad Khan (In Bankruptcy Process) by Hon’ble National Company Law Tribunal (NCLT), Principal Bench, New Delhi vide order dated 02.12.2024 to manage, protect, sell the property, assets, business and other affairs of Mr. Waseem Ahmad Khan (In Bankruptcy Process).

Mr. Anil Kohli-Bankruptcy Trustee of Mr. Waseem Ahmad Khan

Address: Arck Resolution Professionals LLP Office No 409, Ansal Bhawan, K.G. Marg,
Connaught Place, New Delhi-110001
Email: insolvency@arck.in
Contact No.-011-45101111

Notes:

1. This Process Information Document is issued only for the Interested Investors/bidders.
2. Terms and conditions, timelines etc. for participating are provided in the Process Information Document.
3. The auction will be conducted through the approved service provider M/s LINKSTAR INFOSYS PRIVATE LIMITED, at the web portal <https://www.eauctions.co.in>.

DISCLAIMER

1. This Process Information Document is issued by Anil Kohli, the Bankruptcy Trustee appointed by the Honorable NCLT, Principal Bench, New Delhi in the matter of Bankruptcy of Mr. Waseem Ahmad Khan for general information purposes only.
2. The purpose of this document is to lay out the process for submitting the interest for the the assets of Mr..Waseem Ahmad Khan (The Individual/Bankrupt) in accordance with The Insolvency and Bankruptcy Code, 2016 and IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 ('IBC').
3. This document is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document should be construed as legal, financial, accounting, regulatory or tax advice by the Bankruptcy Trustee.
4. It is to be noted that no information being provided in this Process Information Document claims it to be comprehensive. Doctrine of "**Caveat Emptor**" applies and therefore, independent due diligence of the intended user of this document or the interested investor is highly recommended.
5. This Process Information Document and information contained herein or disclosed should not be printed, reproduced, transmitted, assigned or transferred, distributed, or published by the recipient, without prior written approval from the Bankruptcy Trustee.
6. Neither the Bankruptcy Trustee, nor his Insolvency Professional Entity (ARCK Resolution Professionals LLP), his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this Process Information Document, including for the Applicant not being selected as a Successful Interested Applicant or on account of any decision taken by the Bankruptcy Trustee/Committee of Creditors.
7. Further, apart from the provisions set out in this Process Information Document, the **applicant shall be responsible for fully satisfying the requirements and Provisions of the Insolvency and Bankruptcy Code and of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 as well as all laws in force that are or may be applicable to the applicant or the Sale process.**
8. It is to be noted that by procuring a copy of this Process Information Document, the recipient accepts the terms of this disclaimer, which forms an integral part of this Process

Information Document and part of all the other terms and conditions of this Process Information Document.

9. Under no circumstances shall the Applicant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Bankruptcy Trustee gives his Written Permission.
10. The Assets of the Bankrupt are proposed to be transferred under Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 are on “*As is where is basis*”, “*As is what is basis*”, “*Whatever there is basis*” and “*No recourse*” basis and the proposed Sale of assets of the Bankrupt does not entail transfer of any other title, except the title which the Bankrupt had on its assets as on date of transfer. The Bankruptcy Trustee does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Bankrupt.
11. The Applicant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bankruptcy Trustee or any other costs incurred in connection with or relating to its bid.
12. This Process Information Document is neither an agreement nor an offer by the Bankruptcy Trustee to the Prospective investors/buyers or any other person. The objective of this Process Information Document is to provide interested parties with information that may be useful to them in expressing their interests. It may be noted that the assumptions, assessments, statements and information contained in the Process Information Document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Process Information Document and may get independent advice from appropriate sources.
13. Information provided in this Process Information Document to the Investor(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Bankruptcy Trustee accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the Process Information Document.

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A. INFORMATION MUST BE READ BEFORE INVESTING

1. This Process Information Document has been issued for the purpose of carrying out Sale of assets of **Mr. Waseem Ahmad Khan (In Bankruptcy Process)** (The Individual/Bankrupt) under the provisions of the Insolvency and Bankruptcy Code, 2016 (IBC) and IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, framed under the Insolvency and Bankruptcy Code, 2016 (“Code”).
2. The information provided in this Process Information Document should be read together with the provisions of the IBC and the Bankruptcy Process Regulations. In the event of a conflict between this Process Information Document and the IBC or the Bankruptcy Process Regulations, the provisions of the IBC or the Bankruptcy Process Regulations, as the case may be, shall always prevail.
3. The information contained in this Process Information Document or subsequently provided to Investor(s), whether verbally or in documentary or any other form by or on behalf of the Bankruptcy Trustee, is provided to Investor(s) on the terms and conditions as set out in this Process Information Document.
4. The Bankruptcy Trustee may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Process Information Document.
5. The issuance of this Process Information Document does not imply that the Bankruptcy Trustee is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets 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.
6. All terms and conditions with respect to the Sale under Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 of the assets and properties of the Bankrupt shall be governed by the directions of the Hon’ble National Company Law Tribunal (NCLT) and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Bankruptcy Trustee shall exercise all rights with respect to Sale under Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 of the Assets and Properties and it would be open to the Bankruptcy Trustee to appoint such experts, professionals, or other persons, as the Bankruptcy Trustee might think necessary, in consultation with NCLT, so as to enable the Sale of the assets.
7. The Annexures to this Process Information Document shall form an integral part hereof and this Process Information Document shall always be read in conjunction with the Annexures appended hereto.
8. The relevant documents related to the assets will be provided to the Prospective Investors, upon submission of their Expression of Interest (EOI) and submission of Confidentiality undertaking to the Bankruptcy Trustee. The confidentiality undertaking executed on Rs. 100/- Stamp Paper and duly Notorised shall be made available on request to be made to the Bankruptcy Trustee, along with the Identity details of the Prospective Investor at pgmultiwal.btrustee@outlook.com or insolvency@arck.in.

B. KEY DEFINITIONS

“**Adjudicating Authority**” or “**NCLT**” shall mean the Principal Bench, New Delhi of the National Company Law Tribunal;

“**Applicable Laws**” shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this Process Information Document or thereafter and each as amended from time to time;

“**Offer**” means, any offer submitted by the Investors as required in terms of this Process Information Document and in accordance with the provisions of IBC read together with the Bankruptcy Process Regulations and the Applicable Laws;

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

“**Participant**” or “**Investor**” mean, Person or Persons who submitted an offer as per the Process Information Document; and shall include a Qualified Investor or the Successful Investor, as the case may be, and as the context requires;

“**Information Document**” means this document including all the appendices hereto, for the purposes of setting out the process for submission of an offer and selection of Successful Offer in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof;

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

“**Bankruptcy Trustee**” means an insolvency professional appointed as a Bankruptcy Trustee in accordance with section 125 of the IBC by Hon’ble NCLT;

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

“**Qualified Investor(s)**” shall mean an Investor who fulfills the eligibility criteria listed out in the Process Information Document;

“**Successful Investor**” means, the Qualified Investor whose offer is approved and who is declared successful by the Bankruptcy Trustee at the end of the determined auction phase.

C. INTRODUCTION

1. The Bankruptcy Process has been initiated under the provisions of the IBC and the Bankruptcy Process Regulations by an order of Hon'ble NCLT dated 2th December, 2024. As per the said order, Mr. Anil Kohli has been appointed as the Bankruptcy Trustee.
2. It is an endeavour of the Bankruptcy Trustee to sell / realise / monetise the assets and properties comprising the Bankruptcy estate of the Bankrupt in the manner specified under IBC Code read with the Bankruptcy Process Regulations, 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 NCLT in respect of the Bankruptcy process of the Bankrupt and in the manner specified in this Process Information Document.
3. The Sale shall be conducted in the manner specified as per Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 and as per directions, if any, of the NCLT in respect of the Bankruptcy process of the Bankrupt and in the manner specified in this Process Information Document.
4. The Applicants are encouraged to make themselves acquainted with the provisions of the IBC and the 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, as the case maybe.

D. ABOUT BANKRUPTCY PROCESS AND DETAILS OF ASSETS

Brief Background:

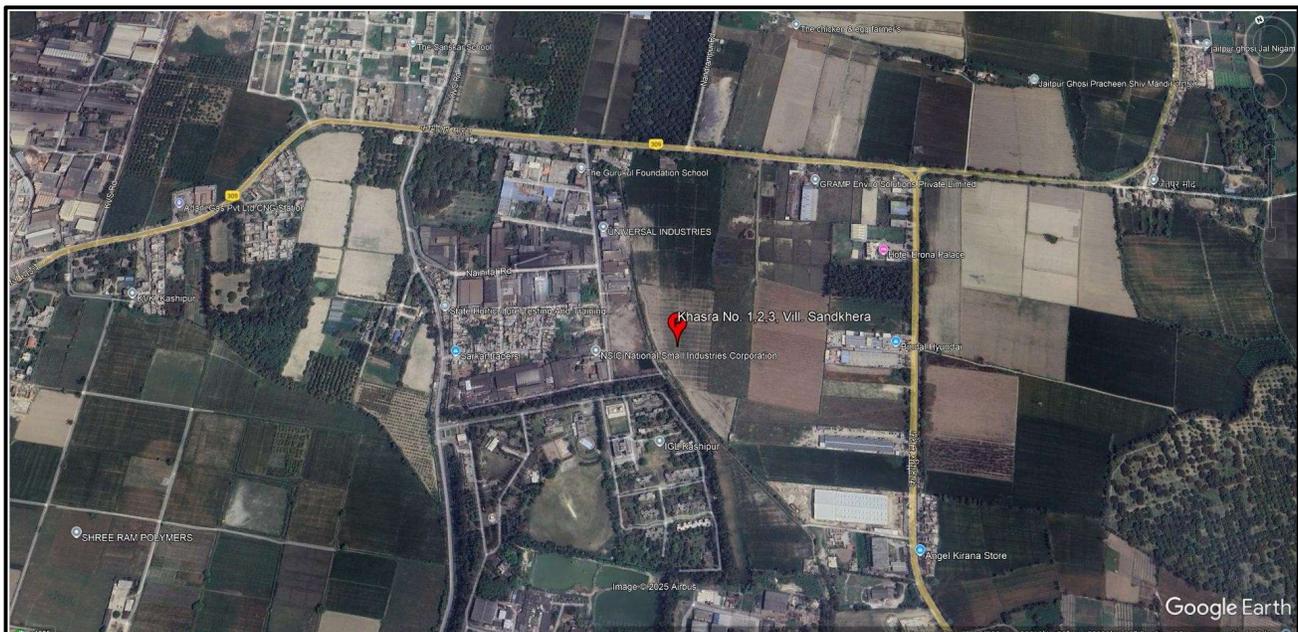
The Bankruptcy process was initiated vide Hon'ble NCLT order dated 02.12.2024 (received on 16.12.2024) against Mr. Waseem Ahmad Khan (The Individual/Bankrupt) (Personal Guarantor to Multiwal Pulp and Board Mills Pvt. Ltd. (Corporate Debtor). The Hon'ble NCLT vide the same order appointed Mr. Anil Kohli as the Bankruptcy Trustee of the Personal Guarantor under section 125 of the code, 2016. In terms of sections 130(1)(b) and 130(2)(a) of code read with Rule 9(1) of the Bankruptcy Rules, 2019, the Bankruptcy Trustee made a publication announcing in Form-C on 17.12.2024 in two daily Newspapers upon the initiation of the Bankruptcy Process.

The Details of the Assets are as under:

Reference No.	KVSPL/2024-25/WAK/034
Location of assets	Property-1 (Land): Khasra No. 1 M, 2 M & 3M, Khata No. 22, 48 & 49 Gram- Sandhkhera, Bazpur Road, Tehsil: Kashipur, Distt. Udham Singh Nagar, Uttarakhand. Property-2 (Land): Khasra No. 72MI and 73 MI, Village Dabhora Ahatmali, Tehsil Kashipur, Distt. Udham Singh Nagar, Uttarakhand.
Company Name	Mr. Waseem Ahmad Khan-In Bankruptcy Process (Personal Guarantor of M/s Multiwal Pulp & Board Mills Pvt. Ltd.)

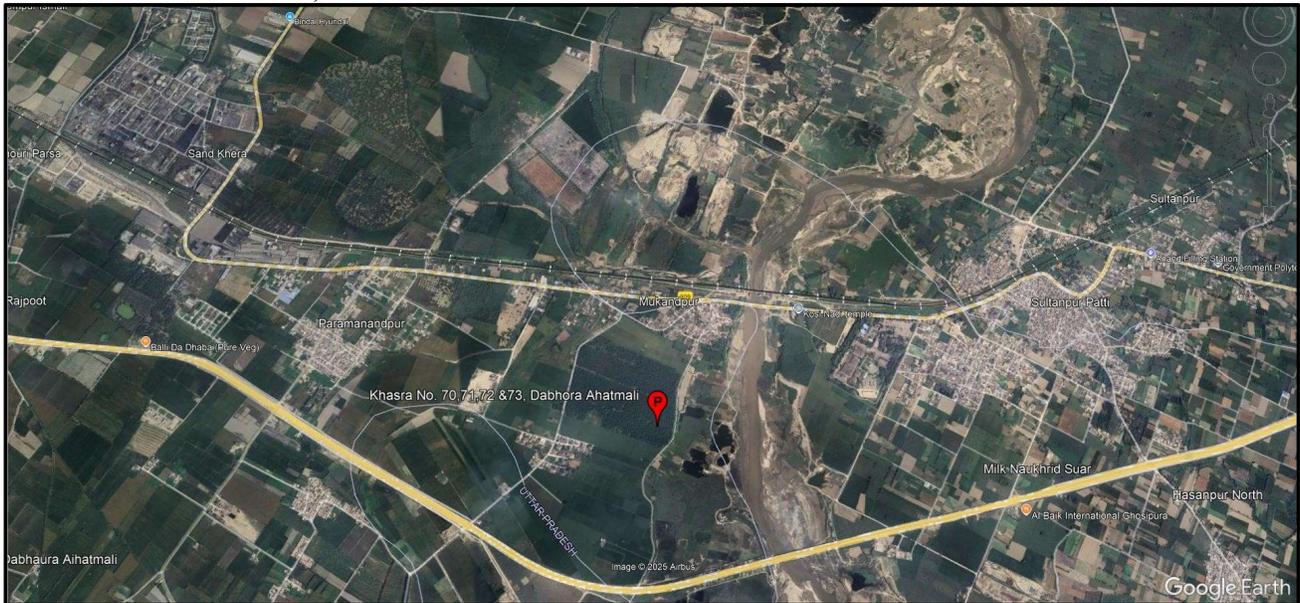
Property No.1 is situated at the following geocoordinates:

- 29.179697N, 79.010942E



Property No.2 is situated at the following geocoordinates:

- **29.153506N, 79.033297E**



For further information, please refer to the property details document annexed herein
Annexure IV.

E. POWER OF BANKRUPTCY TRUSTEE FOR SALE

The mode of sale has been prescribed in Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019. The relevant provisions with respect to sale is reproduced as under:-

27. Mode of sale.

(1) The bankruptcy trustee shall ordinarily sell the assets of the bankrupt through an auction as specified in Part A of Schedule II.

(2) The bankruptcy trustee may sell the assets by private sale, in the manner specified in Part B of Schedule II if-

(a) the asset is perishable in nature;

(b) the value of the asset is likely to deteriorate significantly if the sale is delayed; or

(c) the selling price of the asset is higher than the reserve price of a failed auction.

(3) The following persons shall not purchase or acquire any interest in the property of bankrupt, directly or indirectly, without permission of the Adjudicating Authority—

(a) the bankruptcy trustee or any partner or director of the insolvency professional entity of which the bankruptcy trustee is a partner or director;

(b) any professional appointed by the bankruptcy trustee for the bankruptcy process;

(c) any creditor or associate of the bankrupt; and

(d) any company where the bankrupt or a creditor is a promoter or director.

(4) The bankruptcy trustee shall not proceed with a sale, if he has reason to believe that there is any collusion amongst any one or more of the following persons: -

(a) the buyers;

(b) the bankrupt;

(c) the creditors;

(d) associates of the bankrupt or creditors;

(e) the corporate debtor; or

(f) related party of the corporate debtor,

and shall submit a report to the Adjudicating Authority for appropriate orders.

Accordingly, the Bankruptcy Trustee has invited bid for Sale of assets (as per sale notice) of Mr.Waseem Ahmad Khan (In Bankruptcy Process) under Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019.

F. ELIGIBILITY

The Investor (hereinafter referred to as “Bidder”) for the purposes of Sale as being offered under Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, shall not be eligible to submit a bid for Sale assets of the Bankrupt if it fails to meet the eligibility criteria as set out in the IBC (as amended from time to time) read with Rules and Regulations made thereunder.

For the said purpose, the relevant provisions of Regulation 27(3) and (4) of the Bankruptcy process regulations and Section 29A of the Code, states the circumstances of eligibility of the Investors/bidders to show interest in the property or to proceed with the sale: -

Regulation 27 of the Bankruptcy Regulations:-

(3) The following persons shall not purchase or acquire any interest in the property of bankrupt, directly or indirectly, without permission of the Adjudicating Authority—

(a) the bankruptcy trustee or any partner or director of the insolvency professional entity of which the bankruptcy trustee is a partner or director;

(b) any professional appointed by the bankruptcy trustee for the bankruptcy process;

(c) any creditor or associate of the bankrupt; and

(d) any company where the bankrupt or a creditor is a promoter or director.

(4) The bankruptcy trustee shall not proceed with a sale, if he has reason to believe that there is any collusion amongst any one or more of the following persons: -

(a) the buyers;

(b) the bankrupt;

(c) the creditors;

(d) associates of the bankrupt or creditors;

(e) the corporate debtor; or

(f) related party of the corporate debtor,

and shall submit a report to the Adjudicating Authority for appropriate orders.

As per Section 29 A of the IBC states that a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person: -

- a) *is an undischarged insolvent;*
- b) *is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);*
- c) *at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) [or the guidelines of a financial sector regulator issued under any other law for the time being in force.] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:*

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to nonperforming asset accounts before submission of resolution plan:

Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares [or completion of such transactions as may be prescribed], prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as nonperforming asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this

- d) *has been convicted for any offence punishable with imprisonment –*
 - (i) *for two years or more under any Act specified under the Twelfth Schedule; or*
 - (ii) *(ii) for seven years or more under any law for the time being in force: Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment: Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of Explanation I];*
- e) *is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):*
[Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;]
- f) *is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;*
- g) *has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent*

transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:

[Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;]

- h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;*
- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or*
- j) has a connected person not eligible under clauses (a) to (i).*

Explanation [I]. — For the purposes of this clause, the expression "connected person" means—

- (i) any person who is the promoter or in the management or control of the resolution applicant; or*
- (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or*
- (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):*

Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares [or completion of such transactions as may be prescribed], prior to the insolvency commencement date;]

Explanation II—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:—

- (a) a scheduled bank;*
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;*
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned*

to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);

- (d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) such categories of persons as may be notified by the Central Government.]*

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

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

The Bidder or the Investor would need to submit the following forms, documents and authorizations as part of the Sale Process:

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

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

Further, it should be noted that at any stage of the process, the Bankruptcy Trustee may ask for any documents from the prospective Bidder/buyer to evaluate their eligibility. The Bankruptcy Trustee, at his discretion may disqualify the prospective Bidder/buyer for non-submission of the requested documents.

H. VISIT TO THE SITE FOR DUE DILIGENCE

Eligible Investor/buyer may request the Bankruptcy Trustee to arrange for site visit verification of documents pertaining to the assets of the Bankrupt after submission of confidentiality undertaking and EMD for the assets for which the prospective buyer is interested. Upon receipt of such a request, the Bankruptcy Trustee may arrange a discussion meeting at any time prior to the closure of the Sale process. The details with respect to the discussion meeting shall be communicated to the Eligible Investor/buyer in advance. The Bankruptcy Trustee reserves the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Investor/buyer.

The Bankruptcy Trustee may coordinate a site visit for Eligible Investor/buyer at any time prior to the closure of the Sale process, following a request for such a visit by the Eligible Investor/buyer. The Bankruptcy Trustee will communicate, in advance, to such Eligible Investor/buyer, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Bankruptcy Trustee reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Investor/buyer.

I. DUE DILIGENCE

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

The properties and assets 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 assets of the Bankrupt does not entail transfer of any title, except the title which the Bankrupt has on the assets as on date of transfer.

J. EARNEST MONEY DEPOSIT (EMD)

All the investors shall provide, along with or prior to submission of their offers / proposals for Sale of assets of the Bankrupt on offer, an amount which is equal to 10% of the Reserve Price as per sale notice for the assets for which the offer is being made, **as earnest money by way of a direct transfer**, in the bank account of **Mr. Waseem Ahmad Khan– In Bankruptcy Process** under intimation to the undersigned at *pgmultiwal.btrustee@outlook.com / insolvency@arck.in*. It should be noted that No Interest will be paid to investors in relation to such Earnest Money Deposit amount.

It may be noted that the Investor may request the Bankruptcy Trustee to permit the Investor to submit the Earnest Money Deposit through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Investor shall be accompanied by a letter in the format set out in Format A (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Investor as per the requirements specified in this Process Information Document. The Associate / Associate Company shall have to submit Affidavit/Undertaking confirming its **eligibility as per section 29A of the Code read with provisions of Regulation 27(3) and (4) of the Bankruptcy process regulations in Annexure-I** of this report.

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

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

Name	Mr. Waseem Ahmad Khan– In Bankruptcy Process
Account No.	7981822231
Bank Name	Indian Bank

Branch Address	Ninex City Mart Shop no. 26-27-28 Main Sohna Road, Gurgaon-122001
IFSC Code	IDIB000S746

- c. The details of any remittances in this regard shall be entered in the online form submitted by the Investor. The entire EMD amount shall be remitted by the Investor (s) from one bank account only owned by the Investor.
- d. Investors shall preserve the remittance Challan and shall produce the same in front of the Bankruptcy Trustee as and when demanded.
- e. All the payments to be made by the Investor/Bidder under the process shall be intimated to the Bankruptcy Trustee at pgmultiwal.btrustee@outlook.com and insolvency@arck.in.

Forfeiture of the Refundable Earnest Money Deposit from the Applicant / Investor

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

- a) if there is a breach of any of the conditions under this Process Information Document by the Investor or in case Investor is found to have made any misrepresentation; or
- b) if Investor is found to be ineligible to submit the offer as per the conditions set out in Section 29A of the IBC read with Regulation 27 of Bankruptcy Regulations (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in the IBC read with Rules and Regulations made thereunder (as amended from time to time);or
- c) if the investor is identified as the Successful investor and it fails to accept the Letter of Intent issued by the Bankruptcy Trustee.
- d) if the investor fails to make the complete payment as per the terms of the Letter of Intent issued by the Bankruptcy Trustee.

Set-off / refund of Earnest Money Deposit of the Successful Investor

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

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

K. DECLARATION OF SUCCESSFUL INVESTOR

The Bankruptcy Trustee at the end of the E-Auction phase, shall declare the successful bidder for the e-auction sale, for the assets of the Bankrupt. The successful bidder shall be determined on the basis of highest bid received for the assets of the Bankrupt, by the Bankruptcy Trustee vide the E-Auction portal process, keeping in view the Terms & Conditions of the E-auction. In case of any dispute / discrepancy, the Bankruptcy Trustee shall assess the E- Auction applications, facilitate the auction process and declare the successful bidder offering maximum value for the auctioned asset of the Bankrupt. This right of selecting and declaring the successful bidder shall solely rest with the Bankrupt at all times.

The Bankruptcy Trustee after receiving the offers for assets on offer, will evaluate the same and may engage in discussions / negotiations with the Investor/s. The investor/s may have to amend / cure/ modify their offers taking into consideration the suggestions / requirements specified by the Bankruptcy Trustee.

Payments Schedule and Transaction Documents

On declaration of Successful Bidder after close of auction process, the Successful Bidder/investor, within a period of 3 days from the auction date is required to deposit 25% of the total amount offered after adjusting EMD. Thereafter, the remaining amount shall be deposited within 30 days from the date of auction or such extended period as may be decided by creditors.

An Agreement / Deed or any other document of similar nature like a special power of attorney etc. to give effect to the Sale contemplated under Regulation 27 of Bankruptcy Regulations, shall be executed between the Successful investor and the Bankruptcy Trustee of the Bankrupt upon receipt of the complete consideration amount in pursuance of sale of assets.

Timelines for e-auction Process:

Publication of sale notice	X	15.04.2025
Last date for submission of EOI Documents (Scan copy on E-mail and Hard Copy on Address of the Bankruptcy Trustee) *	X+15	30.04.2025
E-Auction Date	X+16	01.05.2025 Time (2.00 PM to 04.00PM)
25% of the successful bid amount (after adjusting EMD) to be deposited within 3 days of declaration as successful bidder	X+19	04.05.2025
Last date for depositing the balance consideration amount	X+46	31.05.2025

*Email Id- pgmultiwal.btrustee@outlook.com

*Address- Arck Resolution Professionals LLP Office No 409, Ansal Bhawan, K.G. Marg,
Connaught Place, New Delhi-110001
Contact No.-011-45101111

Default by Successful investor and its Results

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

L. FRAUDULENT AND CORRUPT PRACTICES

The Process Applicant / Investor shall observe the highest standard of ethics during the Process and subsequently during the closure of the Process and declaration of successful investor. Notwithstanding anything to the contrary contained in this Process Information Document, the Bankruptcy Trustee shall reject an offer, without being liable in any manner whatsoever to the Process Applicant, if the Bankruptcy Trustee, at his discretion, determines that the process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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 retain the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to the Bankruptcy Trustee under this Process Information Document or Applicable Law.

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

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

“**corrupt practice**” shall mean

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

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

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

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

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

The Investor shall not divulge either his offer or any other details provided to him by the 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 Investor to execute confidentiality agreement with the Company / Bankruptcy Trustee.

M. COSTS, EXPENSES AND TAX IMPLICATIONS

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

It is hereby clarified that the Bidder shall make its own arrangements including accommodation for the discussion Meeting (if organised) or Site Visit/ Visit to Bankruptcy Trustee's Office and all costs and expenses incurred in that relation shall be borne by the Bidder.

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

It is to be noted that all taxes applicable (including stamp duty implications and registration charges, indicative list below) on Sale of assets would be borne by the successful investor/buyer.

- i. The Sale attracts stamp duty, registration charges etc. as per relevant laws;
- ii. The successful investor/buyer shall bear all the necessary expenses like applicable stamp duties/ additional stamp duty / transfer charges, fees, etc. for transfer of rights/assets in his/ her name;
- iii. The payment of all statutory / non — statutory dues, taxes, rates, assessments, charges, fees, etc. owed by the Personal Guarantor / Bankrupt to anybody in respect of the assets/rights shall be sole responsibility of successful investor/buyer iv. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

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 Bankruptcy assets in the name of the Successful Investor/Buyer and such dues, if any, will have to be borne / paid by the Successful investor/buyer.

The Buyer/Bidder shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the Sale process. The Successful Investor/Buyer shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

N. GOVERNING LAW AND JURISDICTION

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

Terms and Conditions of the E-auction are as under:

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

1. Assets are being sold on “***AS IS WHERE IS***”, “***AS IS WHAT IS***”, “***WHATEVER THERE IS***” AND “***WITHOUT RECOURSE BASIS***”.
2. The requisition of additional information, if any, be sent to pgmultiwal.btrustee@outlook.com / insolvency@arck.com disclosing the identity of the Applicant/Bidder.
3. The Prospective investor/buyer should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets and should conduct their own due diligence prior to submitting their interest. The advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bankruptcy Trustee. The Assets are being transferred with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Bankruptcy Trustee. Bankruptcy Trustee shall not be responsible in any of way for any third-party claims/ rights/ dues.
4. The Prospective Investor/Buyer should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (i) Proof of identification (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address- Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Bankruptcy Trustee by 30.04.2025. Scanned copies of the original of these documents can also be submitted to the Email ID of Bankruptcy Trustee. The physical copies of the documents
5. Name of Eligible Investor/Buyer(s) will be identified and conveyed by Bankruptcy Trustee to participate in Sale process.
6. It should be the responsibility of the interested Investors/Buyer(s) to inspect and satisfy themselves before submission of the Expression of Interest.
7. Bankruptcy Trustee has right to demand documents from Investors/Buyer(s) for the process and in case the documents are not provided, the Bankruptcy Trustee may disqualify the bid.

8. The Successful Bidder shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, Taxes, GST, etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
9. 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 / postpone/ cancel the Sale Process or withdraw any right/asset or portion thereof from the auction proceedings at any stage without assigning any reason thereof.
10. The Sale certificate for sale under Regulation 27 of the IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 will be issued and / or transaction / Sale documents executed in the name of Successful Investor/Buyer(s) / Successful Sale Process Applicant(s) only and will not be issued in any other name(s).
11. The Sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
12. It is clarified that in case the Bankruptcy Trustee file any avoidance application(s) before the Adjudicating Authority. Any amount to be received from these proceeds will be distributed by Bankruptcy Trustee to the Creditors of the Bankrupt as per the provisions of the Code. Successful Investor/Buyer will have no right on these proceeds. It is also further clarified that if any asset devolves upon the Bankrupt pursuant to any future orders of Hon'ble NCLT/any other court or tribunal, the same shall not form part of this Sale and will be dealt separately as per the directions of such Hon'ble NCLT/court or tribunal or as per the provisions of the Code/regulations.
13. The tenderers/ investors /buyers /offerors should carry out their due diligence and satisfy themselves on the title, ownership, and statutory approvals etc. before participating in the Sale Process. Bankruptcy Trustee shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation / local authority / Society / Builder, land & development office dues, statutory dues, taxes and / or dues of any other nature, if any. The Bankruptcy Trustee does not undertake any responsibility to procure any permission / license etc. in respect of Asset offered for Sale.
14. The Sale Certificate will not be issued pending operation of any stay/ injunction/restraint order passed by the Hon'ble NCLT/NCLAT/High Court or any other Court/Tribunal against the issue of Sale Certificate/confirmation of Sale.
15. The possession will not be handed over to the Successful Bidder pending operation of any stay/ injunction/restraint order passed by Hon'ble NCLT/NCLAT/High Court or any other Court/Tribunal.
16. Bankruptcy Trustee may, in its sole discretion, decide to waive / amend/modify/delete any condition under the terms of auction.

17. In case of any discrepancy between the publication of Sale notice in English & vernacular newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
18. Upon completion of the auction process, the decision of the Bankruptcy Trustee on declaration of Successful Bidder shall be final and binding on all the Participants/ buyers.
19. The sale / transfer will be on "***As Is Where Is***", ***As Is What Is, Whatever There Is And Without Recourse Basis***" and the prospective investor/buyer(s) are cautioned to exercise their own diligence in respect of the proposed sale. The Bankruptcy Trustee will not be responsible for any shortcomings/shortfall or any other consequences arising out of the Sale.

Date: _____

Place: New Delhi

Anil Kohli

Bankruptcy Trustee

IBBI Reg. No: IBBI/IPA-001/IP-P00112/2017-18/10219

Mr. Waseem Ahmad Ahmad Khan

(under Bankruptcy process vide NCLT order dated December 2nd, 2024)

Registered office of Bankruptcy Trustee: 409, Ansal Bhawan, K.G. Marg, Connaught Place, New Delhi - 11001

Email: pgmultiwal.btrustee@outlook.com / insolvency@arck.in

Mr. Anil Kohli has been appointed by Hon'ble NCLT as Bankruptcy Trustee, his Registration No. is IBBI Reg. No: IBBI/IPA-001/IP-P00112/2017-18/10219. The affairs/ business / property of Mr. Waseem Ahmad Khan are being managed by the Bankruptcy Trustee.

Format A

EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE/ASSOCIATE COMPANY

To

Mr. Anil Kohli- Bankruptcy Trustee — Mr. Waseem Ahmad Khan
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

[Copy To:]

[Insert name of the Investor with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money Deposit on behalf of investor in relation to the auction of assets of MR. Waseem Ahmad Khan – In Bankruptcy Process (the Bankrupt/Personal Guarantor)

In light of the offer for sale of assets of Mr. Waseem Ahmad Khan -In Bankruptcy Process submitted by *[Insert name of the Investor with address]* in accordance with and subject to the provisions of the Process Information Document dated 15.04.2025 in relation to the captioned transaction (“**Process Information Document**”), issued by the Bankruptcy Trustee, *[Insert name and address of the Associate Company and address of the head office]* hereby declares and confirms it is [an / the] *[Insert relationship of the Associate/Associate Company with the Investor]* of the Investor (“**Associate Company**”), and the payment of the Earnest Money amount vide *[Insert mode of payment]* (“**Payment**”) is on behalf of the Investor/Offeror. The Associate/Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the Process Information Document and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the Process Information Document.

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

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

Thank you.

Yours Sincerely,

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

Rubber stamp/ seal of Associate Company

ACKNOWLEDGEMENT

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

Yours Sincerely,

[Signatures and name of the Authorised Officer of the investor]

Rubber stamp/ seal of the Investor

NOTICE FOR SALE OF ASSETS
of Mr. Waseem Ahmad Khan- In Bankruptcy Process
(PAN: AFRPK4330B)

The Assets of the Bankrupt are being sold on
**“AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT
RECOURSE BASIS”**

E-AUCTION SALE NOTICE

Notice is hereby given for the Sale of Assets of Mr. Waseem Ahmad Khan-In Bankruptcy Process, under the Insolvency and Bankruptcy Code 2016, as per the following details:

Lot No.	Details of Assets of Bankrupt	Location At Tehsil Kashipur Distt. Udham Singh Nagar, Uttarakhand	Reserve Price (in Rs.)	Earnest Money Deposit (10% of Reserve Price (In Rs.))
1.	Land admeasuring 3.424 Hectare	Khasra No. 72 MI Vill. Dhabora Atamali	2,83,74,051	28,37,405
	Land admeasuring 5.059 Hectare	Khasra No. 73 MI Vill. Dhabora Atamali		
2.	Two Lands each admeasuring 2.023 Hectare, totaling to 4.046 Hectare	Khasra No. 1,2,3 MI Vill. Sandh Khera	1,83,60,000	18,36,000

Interested parties may submit their offers/bid alongwith documents for registration in accordance with the Process Information Document (“PID”), to the undersigned at the latest by **Wednesday 30th April 2025**. E-Auction date and time: **Thursday 1st May 2025 from 2 PM to 4 PM**.

Detailed process /Information on Assets of Bankrupt/Personal Guarantor are mentioned in the Process Information Document (“PID”).

Note: The sale will be subject to the Provisions of the IBC 2016 read with Regulations made thereunder and the terms & conditions mentioned in the PID available on the website “www.arck.in” or may be sought by email. Please refer to the PID for details. In case of any further information/clarification required, please email at pgmultiwal.btrustee@outlook.com / insolvency@arck.in or call at 011-40078344 / 011-45101111.

Place: New Delhi

Date: 15/04/2025

Sd/-

Anil Kohli

Bankruptcy Trustee of Mr. Waseem Ahmad Khan (Bankrupt/Personal Guarantor)

Reg. No.: IBBI/IPA-001/IP-P00112/2017-2018/10219

ARCK Resolution Professionals LLP

409, Ansal Bhawan, 16 K.G. Marg (Connaught Place), New Delhi - 110001

Tel: 011-40078344 / 011-45101111

AFA Valid Upto: 30.06.2025

Email: pgmultiwal.btrustee@outlook.com/ insolvency@arck.in

ANNEXURE I
AFFIDAVIT AND UNDERTAKING

Date:

To

Mr. Anil Kohli- Bankruptcy Trustee — Mr. Waseem Ahmad Khan
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

Sub: Disclosure and Undertaking on eligibility as per the provisions of Insolvency and Bankruptcy Code, 2016, Rules and Regulations made thereunder.

Dear Sir,

A. I/We hereby submit this declaration under **Regulation 27 of Bankruptcy Regulations and provisions of Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”)** as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018:

I/We have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I/We confirm that neither (.....) nor any person acting jointly with (.....) or any person who is a promoter or in the management or control of (.....) or any person acting jointly or in concert with (.....):

- a) is an undischarged insolvent;
- b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:
- d) has been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or
 - (ii) for seven years or more under any law for the time being in force:
- e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):
- f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

- g) has been and/or is a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:
 - h) has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part
 - i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
 - j) has a connected person not eligible under clauses (a) to (i)
- B. I/We undertake on behalf of (.....), that during the Bankruptcy Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the Regulation 27 of IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019 shall be engaged in the sale process.
- C. I/We declare and undertake that in case (.....) becomes ineligible at any stage during the Bankruptcy Process, it would inform the Bankruptcy Trustee forthwith on becoming ineligible.
- D. I/We also undertake that in case (.....) becomes ineligible at any time after submission of the EMD, then the refundable EMD would be forfeited and the same would be deposited in the account of Mr. Waseem Ahmad Khan - In Bankruptcy.
- E. I/We also further undertake that my winning offer Amount will remain binding unless rejected by the Bankruptcy Trustee.
- F. I/We confirm that the said declaration and disclosure is true and correct.
- G. I/We am/are duly authorized to submit this declaration by virtue of Authorisation Letter / Board resolution dated _____.

(DEPONENT) VERIFICATION

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

(DEPONENT/S)

ANNEXURE II
OFFER APPLICATION FORM

Date:

To

Mr. Anil Kohli
Bankruptcy Trustee — Mr. Waseem Ahmad Khan
Correspondence Address: ARCK Resolution Professionals LLP,
409, Ansal Bhawan, 16 K.G. Marg, Connaught Place, New Delhi -110001

Dear Sir,

I / We, M/s am/are desirous of submitting an offer/proposal for Sale of the assets of Mr. Waseem Ahmad Khan – In Bankruptcy Process, under Regulation 27 of IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, announced by you in the newspaper publication dated 15.04.2025 and corrigendum notice dated 16.04.2025.

Details of Bankrupt:

Name	Mr. Waseem Ahmad Khan– In Bankruptcy Process
Account No.	7981822231
Bank Name	Indian Bank
Branch Address	Ninex City Mart Shop no. 26-27-28 Main Sohna Road, Gurgaon-122001
IFSC Code	IDIB000S746

Details of Investor/ Offer Price Offered:

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

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

Signature:

Date:

Place:

STAMP

ANNEXURE III
DECLARATION BY INVESTORS

To

Mr. Anil Kohli
Bankruptcy Trustee — Mr. Waseem Ahmad Khan
Correspondence Address: ARCK Resolution Professionals LLP, 409,
Ansal Bhawan, 16 K.G. Marg, Connaught Place,
New Delhi -110001

Dear Sir,

1. I / We, ----- the Investor (s)/process applicant(s) do hereby state that, I / We have read the entire terms and conditions for the Sale of the assets of Mr. Waseem Ahmad Khan – In Bankruptcy Process, under Regulation 27 of IBBI (Bankruptcy Process for Personal Guarantors to Corporate Debtors) Regulations, 2019, announced by you in the newspaper publication dated 15.04.2025 read with Corrigendum dated 16.04.2025, and have understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the sale process.
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards Offered-amount have been made by me / us as against my/our offer and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the offer submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Bankruptcy Trustee and the Bankruptcy Trustee will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after being announced as Successful Bidder, if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. In case final sale consideration amount is not paid within timeline, the Bankruptcy Trustee shall forfeit EMD.

5. I / We understand that the EMD of all Investors shall be retained by the Bankruptcy Trustee and returned only after the successful conclusion of the sale of assets of the Bankrupt. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.

6. I / We confirm that our participation in the process, submission of offer for sale of the assets of the Bankrupt, pursuant to the provisions of the Process Information Document will not conflict with, or result in breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.

7. The decision taken by the Bankruptcy Trustee with respect to the selection of the Successful Bidder and communicated to me/us shall be binding on me/us.

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

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

10. I / We hereby confirm that I / we are eligible to acquire the assets of the Bankrupt under Section 29A read with Regulation 27 of the Bankruptcy Regulations, 2019.

(Signature with SEAL)

Name:

Address:

Email:

ANNEXURE IV- Details of Assets

S. No.	Type of Property	Property Details	Reserve Price (In Rs.)
1	Immoveable	Khasra No. 72 MI Dhabora Atamali, Kashipur, Area- 3.424 Hectare	2,83,74,051
2	Immoveable	Khasra No. 73 MI Dhabora Atamali, Kashipur, Area-5.059 Hectare	
3	Immoveable	Khasra No. 1,2,3 MI Sandh Khera, Kashipur, Area- 2.023 Hectare	1,83,60,000
4	Immoveable	Khasra No. 1,2,3 MI Sandh Khera, Kashipur, Area-2.023 Hectare	

Dhabora Atamali Property:

Location / Landmark	Approximate Distance from Property Site (km)
Bus Stand	6-7 KMS
School	1-2 KMS
Hospital	1-2 KMS
Kashipur Railway Station	6-7 KMS
Dehradun Airport	200 KMS
IGI International Airport, New Delhi	250 KMS

Location Link: <https://maps.app.goo.gl/QKV3bta4nDv8CUSi7>

Sandh Khera Property:

Location / Landmark	Approximate Distance from Property Site (km)
Bus Stand	6-7 KMS
School	1-2 KMS
Hospital	1-2 KMS
Kashipur Railway Station	6-7 KMS
Dehradun Airport	200 KMS
IGI International Airport, New Delhi	250 KMS

Location Link: <https://maps.app.goo.gl/3WUYQPocZsmDitJW7>

Note 1: Details regarding the above mentioned assets are available to the extent provided by the Bankrupt / Creditors. The sale for the same is to be done on “As is where is, As is what is, whatever there is and without recourse basis”. Investors are advised to do their due diligence, based on the available information / documents, before making any offer for the same.

Note 2: The relevant documents related to the assets will be provided to the Prospective Investors, upon submission of their offer/bid along with documents and submission of Confidentiality undertaking to the Bankruptcy Trustee in ANNEXURE-V, while submitting offer for sale. The confidentiality undertaking executed on Rs. 100/- Stamp Paper and duly Notarized shall be made available to the Bankruptcy Trustee, along with the KYC details of the Prospective Investor at pgmultiwal.btrustee@outlook.com / insolvency@arck.in.

ANNEXURE-V
Confidentiality Undertaking

Mr. Anil Kohli
Bankruptcy Trustee
Mr. Waseem Ahmad Khan-In Bankruptcy Process

Dated: _____

Correspondence Address
409, 4th Floor, Ansal Bhawan,
Kasturba Gandhi Marg, Connaught Place, Delhi-110001

**UNDERTAKING TO MAINTAIN CONFIDENTIALITY OF THE REPORTS/
DOCUMENTS/ INFORMATION PREPARED IN THE MATTER OF MR. WASEEM
AHMAD KHAN UNDERGOING BANKRUPTCY PROCESS AS PER THE
PROVISIONS OF INSOLVENCY AND BANKRUPTCY CODE, 2016**

Background

- 1) On 02.12.2024, the Hon'ble National Company Law Tribunal, Principal Bench, New Delhi ("NCLT") has directed commencement of Bankruptcy Process of Corporate Debtor – Mr. Waseem Ahmad Khan ("Bankrupt") under the Insolvency and Bankruptcy Code 2016 ("IBC"). Mr. Anil Kohli, a registered insolvency professional, was appointed as the Bankruptcy Trustee of Corporate Debtor by the Hon'ble NCLT.
- 2) On passing of the order dated 02.12.2024 by the Hon'ble NCLT, the assets of the bankrupt have been vested in the Bankruptcy Trustee as Bankruptcy Estate.
- 3) That the Bankruptcy Trustee has got prepared various documents / reports / applications while conducting the Bankruptcy process.
- 4) As a Prospective bidder / Interested Party In Bankruptcy process, we require certain information/document of Bankrupt available with the Bankruptcy Trustee. Accordingly, we note, understand and acknowledge that:
 - i. You have prepared various reports/documents/applications of Bankrupt in terms of Bankruptcy Regulations, 2019, we further note and understand that the information contained in these reports/documents/applications are confidential information and can be made available to a stakeholder/Prospective Bidder / Interested Party, only after obtaining an undertaking of confidentiality as required under Bankruptcy Process Regulations.
 - ii. Reports are prepared on the basis of information provided by the Bankrupt and its creditors. No representation or warranty, express or implied, is given by the Bankruptcy Trustee or the advisors/Professionals appointed by the Bankruptcy Trustee or any of its partners, directors, officers, affiliates, employees, advisors or agents (unless specifically mentioned under the provisions of the IBC) as to the accuracy or

completeness of the contents of these Reports or any other document or information supplied, or which may be supplied at any time or any opinions or projections expressed herein or therein;

- ii. The Reports/any other document may be dynamic document and may be updated from time to time till the entire Bankruptcy estate of the Bankrupt (In Bankruptcy) is sold and value thereof realized.
 - iv. Any additional or supplementary information or clarification besides the Reports, including those provided by way of emails or on telephone provided to us by the Bankruptcy Trustee or his team members, including legal advisors are also confidential in nature and shall be construed as a part of these Reports.
- 5) The Reports/any other document, together with any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Bankruptcy Trustee or his team members, including advisors is referred as “Confidential Information”.
 - 6) We are executing this undertaking of confidentiality to maintain confidentiality in respect of the information contained in the Reports as mandated by the IBC and Bankruptcy Process Regulations.
 - 7) We agree and undertake:
 - a) to maintain confidentiality of the information and not to use such information to cause an undue gain or undue loss to yourself or any other person.
 - b) to comply with provisions of law for time being in force relating to confidentiality and insider trading.
 - c) Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our affiliates (including, for avoidance of any doubt, and our and their directors, officers, employees, agents or advisors (including, without limitation, financial advisors, attorneys, bankers, consultants and accountants) and potential financing sources (collectively, our “Representatives”) who need to know such information for the purpose of the Transaction provided, that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any confidential information is disclosed to them. We will be solely responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives, except for those Representatives who have a separate undertaking of confidentiality with you.
 - 8) We hereby agree to, and, direct our Representatives to not share the Confidential Information with any third party/person or entity except where Confidential Information:
 - a) is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
 - b) prior to its disclosure in connection with the Transaction was already in our or our Representatives possession; or

- c) is or has been developed independently by us or our Representatives without reference to or reliance on the Confidential Information disclosed under this undertaking of confidentiality
 - d) was or becomes available on a non-confidential basis from a source that is not known by us or our Representatives to be prohibited from disclosing such information by any contractual, legal, or fiduciary obligation; or
 - e) prior consent by the Bankruptcy Trustee is provided for disclosure in writing; or
 - f) is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
- 9) We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating confidential information separate from its own confidential information.
- 10) We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Bankruptcy Trustee shall be entitled to pursue remedies including legal recourse to safeguard its interest under undertaking of confidentiality.

Agreed by
