E-AUCTION PROCESS INFORMATION DOCUMENT
VERSION 2 DATED 30.06.2026

TERMS & CONDITIONS
FOR
PARTICIPATION IN E-AUCTION PROCESS FOR SALE OF ASSETS OF NIPMAN FASTENER INDUSTRIES PVT LIMITED IN LIQUIDATION ("COMPANY/ CORPORATE DEBTOR") UNDER THE PROVISIONS OF INSOLVENCY AND BANKRUPTCY CODE, 2016, PURSUANT TO THE LIQUIDATION ORDER OF THE HON'BLE NATIONAL COMPANY LAW TRIBUNAL, DELHI BENCH ("NCLT") C.P. (IB) NO. 908/ND/2022 DATED 08TH JANUARY 2026.

DATE OF PUBLIC ADVERTISEMENT: 26.06.2026

DATE OF E-AUCTION THROUGH SLUMP SALE: 13.07.2026

DATE OF E-AUCTION THROUGH SET OF ASSETS COLLECTIVELY: 15.07.2026

ISSUED BY:
DHARMENDRA KUMAR
LIQUIDATOR
M/S. NIPMAN FASTENER INDUSTRIES PRIVATE LIMITED IN LIQUIDATION
REG. NO. IBBI/IPA-003/IP-N000112/2017-2018/11264
PROJECT SPECIFIC ADDRESS: C/O STELLAR INSOLVENCY PROFESSIONALS LLP
310, NEW DELHI HOUSE, 27, BARAKHAMBA ROAD, NEW DELHI – 110 001
E-MAIL: KUMARD36@HOTMAIL.COM/ LIQNIPMANFASTENER@GMAIL.COM/ LIQNIPMANFASTENER@MYYAHOO.COM

ON BEHALF OF
M/S. NIPMAN FASTENER INDUSTRIES PRIVATE LIMITED IN LIQUIDATION
REGISTERED OFFICE: OFFICE NO. 1004, 10TH FLOOR, DLF JASOLA TOWER B, PLOT NO. 11, DDA DISTT. CENTRE, JASOLA,
NEW DELHI-110044

This is to inform all concerned that Mr. Dharmendra Kumar is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India ("IBBI") with IBBI Registration No. IBBI/IPA-003/IP-N000112/2017-2018/11264 and has been appointed as the **Nipman Fastener Industries Private Limited** by the Hon'ble National Company Law Tribunal, Delhi Bench ("NCLT") C.P. (IB) No. 908/ND/2022 dated 08th January 2026. The affairs, business, and property of **Nipman Fastener Industries Private Limited** in Liquidation are being managed by the Liquidator**.**

Dharmendra Kumar

Digitally signed by Dharmendra Kumar
DN: C=IN, CN=Dharmendra Kumar, O=Personal, ST=Uttar Pradesh, postalCode=201303, pseudonym=14fae8907ab2487fa341bf07785286fe, serialNumber=fb9fb340e932d0e9025125a9a68193e37ac4d6d8efc12efc2df5219333d07018, telephoneNumber=db354629763dad673b7b398ea71176ab774f01f39ad426f26c5bb40bbd97c5fe, title=1757
Reason: Liquidator
Location:
Date: 2026.06.30 16:49:14+05'30'
Foxit PDF Editor Version: 2025.3.0

Sd/-
DHARMENDRA KUMAR
LIQUIDATOR
M/s. Nipman Fastener Industries Private Limited in Liquidation
Reg. No. IBBI/IPA-003/IP-N000112/2017-2018/11264
Address for Communication:
Stellar Insolvency Professionals LLP
310, New Delhi House, 27, Barakhamba Road, New Delhi – 110 001
Email: kumard36@hotmail.com/ liqnipmanfastener@gmail.com/ liqnipmanfastener@myyahoo.com

Date: 26th June, 2026.
Place: Delhi.

NOTES:

1. This E-Auction Process Document is issued only for the Bidders interested in participatingin the E-Auction Sale of Nipman Fastener Industries Private Limited in liquidation through Slump Sale and/ or Set of Assets Collectively.

2. The terms and conditions, deadlines, and other information for participating in the online E-Auction for the sale of Assets are provided in this E-Auction Process Document. The Bidders desirous to submit their Bids must submit their Bids at the E-Auction Platform onthe portal of the E-Auction Service Provider.

3. The timelines, notifications and other details of the E-Auction Process are available on the webpage of Nipman Fastener Industries Private Limited https://nfipl.stellarinsolvency.com and on the website of the E-Auction Service Provider https://ibbi.baanknet.com/eauction-ibbi.

4. The entire E-Auction Process shall be subject to the extent of the Regulations, the Code and approval of the Adjudicating Authority.

DISCLAIMER

This E-Auction Process Document is issued by Mr. Dharmendra Kumar (an insolvency professional with Registration No. IBBI/IPA-003/IP-N000112/2017-2018/11264*), the Liquidator appointed vide order no. C.P. (IB) No. 908(ND)/2022 dated 08.01.2026, passed by Hon'ble National Company Law Tribunal, Delhi, the copy of order was uploaded on NCLT* portal on 20th Jan 2026*, for general information purposes only to provide general information, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.*

The purpose of this E-Auction Process Document is to lay out the process for submitting the Bids by the prospective Bidders through E-Auction for participating in the process of Sale of Company/ Business/ Assets in accordance with the provisions of E-Auction Process Document, IBC, and Liquidation Process Regulations. Neither this E-Auction Process Document 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 E-Auction Process Document does not solicit any action based on the material contained herein.

This E-Auction Process Document 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 E-Auction Process Document should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.

It is to be noted that no information provided in this E-Auction Process Document or Data Room claims to be comprehensive. Independent due diligence of the intended user/ recipient of this E-Auction Process Document or by the Bidder is highly recommended. While this information has been prepared ingood faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted is or will be expressly disclaimed by the Liquidator or by any of his representatives, officers, agents, or the Company or in relation to the accuracy, fairness, authenticity or completeness of this E-Auction Process Document or any other written or oral information made available to any prospective Bidder or its advisors. In so far as the information contained in this E-Auction Process Document includes current and historical information, the accuracy, adequacy, authenticity, correctness, fairness, and completeness of such information cannot be guaranteed. By acceptance of this E-Auction Process Document, the Bidder shall be deemed to have acknowledged that it has not relied upon any representation and warranty made by the Liquidator.

This E-Auction Process Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this E-Auction Process Document without prior written approval from the Liquidator. Distributing or taking/ ending/ dispatching/ transmitting this E-Auction Process Document in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this E-Auction Process Document comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, directors, employees, agents, representatives, 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 E-Auction Process Document, including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.

Neither the Liquidator, nor his Insolvency Professional Entity providing IP support services, its / his Partners, Directors, colleagues, advisors, agents, employees, representatives, affiliates, etc. shall be liablefor any damages, whether direct or indirect, including loss of revenue or profits that may arise from or inconnection with the use of this E-Auction Process Document, including for the Bidder not being selectedas a Successful Bidder or on account of any decision taken by the Liquidator.

Further, apart from the provisions set out in this E-Auction Process Document, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC and Liquidation Process Regulations 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 E-Auction Process Document 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 the E- Auction Process Document.

Under no circumstances shall the Bidder or its officers, employees, agents, and professional advisers make any contact, direct or indirect, by any mode whatsoever, with the Company or with the management, employees, customers, agents, or suppliers of the Company until the Liquidator gives his written permission. 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 Confidentiality Undertaking and provisions of IBC.

No Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-Auction Process Document or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Document and any assessment, assumption, statement, or information contained therein or deemed to form part of this E-Auction Process Document, and the Liquidator or any of his respective advisors, consultants and represent actives 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.

All expenses incurred towards legal actions and matters, and movement/ shifting/ stockpiling/ safekeeping/ maintaining/ operating of the Assets of the Company post the E-Auction Process should be borne by the Successful Bidder. The Liquidator shall not be held responsible/liable to pay any expenses towards such expenses relating to or incidental to the Assets sold in the E-Auction Process.

The sale of the Assets of the Company is proposed to be done on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse" basis and the proposed sale of the Assets does not entail transfer of any other title, except the title which the Company had on its Assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall, defect or shortcoming in the movable/immovable Assets of the Company.

The Bidders shall bear all their costs and charges associated with or relating to the preparation and submission of their Bids, including but not limited to physical and electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator, or any other costs incurred in connection with or relating to their Bid. The issue of this E-Auction Process Document does not imply that the Liquidator is bound to select a Bidder as a Successful Bidder in respect of its Bid, and the Liquidator reserves the right to reject at any stage all or any of the Bidder or Bid without assigning any reason whatsoever and without incurring any liability whatsoever.
All terms and conditions with respect to the sale of Assets of the Corporate Debtor shall be governed by

the directions of the Liquidator, the Adjudicating Authority (defined herein below) and in accordance with the provisions of Applicable Laws. As mandated by the Adjudicating Authority, the Liquidator shall exercise all rights with respect to the sale of the Assets of the Corporate Debtor, and it would be open to the Liquidator to appoint such experts, professionals, or other persons, as the Liquidator might think necessary, to enable the sale of the Assets of the Corporate Debtor.

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

The Liquidator may, at its absolute discretion but without being under any obligation to do so, update, amend, or supplement the information, assessment or assumptions contained in this E-Auction Process Document. Further, the Bidder must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay, or otherwise annul or cease the E-Auction Process at any point in time, for any reason whatsoever determined in their sole discretion, without any obligation, including to notify any person of such revision or changes. In providing this document, the Liquidator or its Representatives do not undertake any obligation to provide the Bidders with access to any additional information or to update, expand, revise, or amend the information, or to correct any inaccuracies which may become apparent in this or any other document.

Information provided in this E-Auction Process Document and the Data Room to the Bidder(s) has been collected and collated from several sources. This E-Auction Process Document and Data Room may not be all-inclusive and may not contain all the information that the recipient may consider material for the purpose of submission of its Bid. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E- Auction Process Document.

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 Liquidator, 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 Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.

Neither the information in this E-Auction Process Document nor any other written or oral information provided by the Liquidator, 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 E-Auction Process Document, the recipient accepts the terms of this Disclaimer, which forms an integral part of this E-Auction Process Document.

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1. IMPORTANT INFORMATION

1.1 This E-Auction Process Document has been issued for the purpose of carrying out the E-Auction for the sale of Assets of the Corporate Debtor in accordance with the provisions of IBC and Liquidation Process Regulations.

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

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

1.4 This E-Auction Process Document is neither an agreement nor an offer by the Liquidator to the prospective Bidders or any other Person. The purpose of this E-Auction Process Document is to provide interested Bidders with the information that may be useful to them in making their bids pursuant to this E-Auction Process Document. The assumptions, information, and statements contained in the E-Auction Process Document 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 E-Auction Process Document or the Data Room and obtain independent advice from appropriate sources.

1.5 The Liquidator has no responsibility towards the authenticity of the registrations/ subscriptions of the trademarks, brand names and domain names of the Company. The prospective Bidders(s) is/are advised to conduct their own legal diligence towards continuing with the said trademarks and domain names. This E-Auction Process Document does not constitute advice, and the Liquidator should not be held responsible for any sort of claim on trademarks, brand names and domain names of the Company by any constituent/ party, including related party(ies). The Liquidator hereby excludes anywarranty, express or implied, by any party on the trademarks and domain names of the Company, and no responsibility is taken by the Liquidator regarding any implications onthe future usage of the trademarks and domain names of the Company.

1.6 The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this E-Auction Process Document, any action taken or omitted to be taken pursuant to this E-Auction Process Document. The Liquidator may, in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Document. Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion, without obligation to notify any Person of such revision or changes.

1.7 The issuance of this E-Auction Process Document does not imply that the Liquidator is bound to select a Bidder or to appoint the preferred Bidder as the Successful Bidder for the sale of the Assets of the Corporate Debtor, and the Liquidator reserves the right to reject all or any of the Bidders or their Bid(s) without assigning any reason whatsoever.

1.8 The details of the E-Auction Process shall be published on the webpage of Nipman Fastener Industries Private Limited https://nfipl.stellarinsolvency.com and on the website of the E-Auction Service Provider https://ibbi.baanknet.com/eauction-ibbi. The sale of the Assets of the Corporate Debtor as contemplated in this E-Auction Process Document shall be undertaken by the E-Auction Service Provider for and on behalf of the Liquidator through an E-AuctionPlatform provided on the website portal of the E-Auction Service Provider **("E-Auction Platform**"). Other details with respect to the E- Auction along with the relevant annexures and formats, are provided herein:

Type of Bid	E-Auction (i.e. through online mode only)
Seller	Dharmendra Kumar (Liquidator on behalf of Nipman Fastener Industries Private Limited in Liquidation)
Website of E-Auction Service Provider	https://ibbi.baanknet.com/eauction-ibbi
E-Auction Service Provider	Baanknet - Listing and Auction Portal
Mode of Sale	1. Corporate Debtor in a Slump Sale. 2. Set of Assets Collectively.
Annexures and Formats	**Annexure I:** Technical Terms of E-Auction Process for online Bids on the E-Auction Platform **Annexure II:** Bid Application Form (to be duly filled in and signed, and stamped by the bidder and submitted/uploaded) **Annexure III:** Affidavit of Compliance with Section 29A of IBC (to be duly signed, stamped and notarised) **Annexure IV:** Confidentiality Undertaking **Annexure V**: Earnest Money Deposit Form **Format 1:** Format of Board Resolution to be submitted (wherever applicable)
Special Instructions	Any last-minute bidding may lead to lapses or mistakes. Neither the E-Auction Service Provider nor the Liquidator shall be responsible for any lapses/ inability of the Bidder to submit the Bids due to any reason whatsoever, including technical glitches on the E-Auction Platform. It is advisable to submit the Bids well before the prescribed timeline and avoid last-minute submissions.

1.9 All terms and conditions with respect to the sale of Assets of the Corporate Debtor shall be governed in accordance with the provisions of IBC and Liquidation Process Regulations, read with the directions issued by the Liquidator and the Hon'ble NCLT from time to time. As mandated, the Liquidator shall exercise all rights with respect to the sale of the Assets of the Corporate Debtor, and it would be open to the Liquidator to appoint such experts, professionals, or other persons, as the Liquidator might think necessary to facilitate the Liquidator in conducting such sale.

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

1.11 All the title documents in relation to assets of the Corporate Debtor, as are available with the Liquidator, shall be made available to Prospective Bidder(s) on request to the Liquidator through the Data Room maintained at the link provided by the Data Room Service Provider. Nothing contained in this E-Auction Process Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, any other law in force, and/or any instrument having the force of law, as may be applicable to them.

1.12 All incidental expenses incurred towards the sale of the Assets of the Corporate Debtor should be borne by the successful Bidder(s). The Liquidator shall not be held responsible/ liable to pay any such expenses.

1.13 In no circumstances shall the Auction Participant(s) or its officers, employees, agents and professional advisers make any contact, direct or indirect, by any mode whatsoever, withthe management, employees, customers, agents or suppliers of the Company unless a prior written consent is obtained from the Liquidator.

1.14 The Assets 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 does not entail transfer of any title on the Assets except the title which the Company had as ondate of transfer on the Assets being sold in this E-Auction.

1.15 The Bidders shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.

1.16 This E-Auction Process Document is neither transferable nor assignable.

1.17 The laws of the Republic of India are applicable to this E-Auction Process Document.

1.18 In the event of a tie or other dispute between a "Slump Sale" and "any Lot within the Set of Assets Collectively", the SCC (Financial Creditors) shall have exclusive authority to determine the applicable tie-break criteria, in consultation with the liquidator. The decision of the SCC (Financial Creditors) shall be final and binding.

2. KEY DEFINITIONS

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

2.2 "**Affidavit**" shall mean the affidavit and undertaking provided by the Bidder in respect ofthe eligibility under section 29A of IBC, substantially in the form and manner as annexed in **Annexure III** hereto;

2.3 **“Affiliate”** means a company that, directly or indirectly: (a) Controls; or (b) is Controlled by; or (c) is under the Common Control of; the Company or the Bidder, as the case maybe;

2.4 “**Applicable Law(s)**” shall mean, any or 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 Regulations, IBBI Liquidation Process Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002, Income Tax Act, 1961, The Goods and Services Tax Act, 2017, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E- Auction Process Document or thereafter and each as amended from time to time;

2.5 **“Asset or Assets”** shall include the assets, or assets on standalone, or assets in a slump sale , groups or set of assets collectively or the assets in parcels as identified under Regulations 32(a), (b), (c) (d) of IBBI (Liquidation Process) Regulations,2016 on **“as is where is, as is what is, whatever there is, and non recourse basis”** and, unless the context otherwise requires, any reference to the sale of Assets(s) shall be construed as including a reference to the Assets identified for sale of assets or Assets identified for slump sale of the Corporate Debtor, as the case may be.

2.6 **“Bid(s)**” means, any bid or offer along with other documents, submitted by the Bidder(s) as required in terms of the Public Advertisement of sale and E-Auction Process Document issued by the Liquidator and in accordance with the provisions of IBC read together with The Liquidation Process Regulations as amended from time to time and the ApplicableLaw(s);

2.7 “**Bidder(s)**” / **“Auction Participant(s)”** shall mean a Person or Persons as the case may be, who is/are interested in taking part in the E-Auction Process or has/ have submitted a Bid as per the E-Auction Process Document; The Bidders/applicants are encouraged to acquaint themselves with the provisions of the IBC,2016 and the Liquidation Regulations under IBC,2016 and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC, 2016 or the Liquidation Process Regulations, as the case may be and completed the eligibility check formalities to the satisfaction of the Liquidator; and shall include the Successful Bidder, as the case may be, and as the context requires;

2.8 “**Bid Application Form**” shall mean the form as specified in **Annexure II** of this E-Auction Process Document to be provided by the Bidder along with the other information and documents set out therein;

2.9 “**Confidential Information**” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Company 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 a similar nature: any commercial and/ or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information related to price lists and pricing policies and any other information which the Company identifies to be confidential at the time of disclosure to the relevant Bidder, and shall include any information that is provided by the

Liquidator or his representatives pursuant to the liquidation process or through the Confidentiality Undertaking or which contain or otherwise reflect or are generated from any Confidential Information and conspicuously designated as "Confidential" or "Proprietary" at the time of written disclosure by the Bidder or any Bidder's Representatives.

2.10 "**Confidentiality Undertaking**" shall mean an undertaking as specified in **Annexure IV** herewith;

2.11 **"Conflict of Interest"** shall mean an event or circumstance, determined at the discretion of the Liquidator, 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 Company pursuant to the ordinary course of business of the Bidder or the Company) with the Company, group companies of the Company, or affiliates of the Company, directly or indirectly, or by any other means including colluding with other Bidders, the Company, group companies of the Company or affiliates of the Company;

2.12 **"Control"** (together with its correlative meanings, "Controlled by", "Controlling" or "under common Control with") has the meaning ascribed to it in the Companies Act, 2013 and shall mean a Person holding more than 50% (fifty 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;

2.13 **"Connected Person"** has the meaning ascribed to it in the IBC.

2.14 "**Data Room**" shall mean the virtual data room maintained by the Liquidator, created for the Prospective Bidders to access information in relation to the Company under the terms of the Confidentiality Undertaking;

2.15 "**E-Auction Process**"/ **"Bidding Process" / "E-Auction"** shall mean the electronic online auction process for sale of the Company conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E-Auction Process Document inviting Bid from the Bidders for consummating the sale of Assets in accordance with the provisions of IBC and Liquidation Process Regulations;

2.16 "**E-Auction Process Document**" means this document including all the Annexures, Formats hereto, Information Sheet(s), Data Room information/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 Liquidation Process Regulations and shall include all supplements, modifications, amendments, addendums, alterations or clarifications thereto issued in accordance with the terms hereof;

2.17 **"E-Auction Service Provider"** means PSB Alliance Private Limited known as "Baanknet" or any other E-Auction agency engaged by the Liquidator of the Company in relation to the E-Auction Process.

2.18 "**Eligibility Criteria**" shall mean the legal criteria as specified in Clause 5 of this E-

2.19 **“Final Order”** shall mean the final non-appealable order passed by the Judicial Authority (including in an appeal) pursuant to the application/ appeal filed by the Liquidator/ Successful Bidder before such Judicial Authority, whether approving or rejecting the saleof Assets under Liquidation to the Successful Bidder;

2.20 **“Final Approval Order”** shall mean an order of any of the Judicial Authority (in the original application to NCLT or in an appeal) approving the sale of Assets of the Corporate Debtor under Liquidation to the Successful Bidder;

2.21 “**IBC”/ “Code”** shall mean Insolvency and Bankruptcy Code, 2016 as amended from timeto time;

2.22 **“Letter of Intent” or “LOI”** shall mean the letter of intent issued by the Liquidator to the Successful Bidder detailing the terms and conditions to complete the sale of Assets of the Corporate Debtor, including the terms of payment of Sale Consideration by the Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations;

2.23 **“Liquidation Bank Account**” means the Bank Account maintained by the Company under the name of **Nipman Fastener Industries Private Limited** – In Liquidation in State Bank of India. with authorisation to the Liquidator for its operations.

2.24 **“Liquidation Process Regulations**”/ **“Liquidation Regulations”** means the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended fromtime to time;

2.25 “**Liquidator**” means Mr. Dharmendra Kumar , an insolvency professional registered with Insolvency and Bankruptcy Board of India (IBBI) having Registration Number IBBI/IPA-003/IP-N000112/2017-2018/11264, appointed by vide order no. C.P. No. IB-908(ND)/2022 dated 08.01.2026, passed by Hon'ble NCLT, Delhi, passed by the Hon’ble National Company Law Tribunal, Delhi, but the order was uploaded in the NCLT portal on 20.01.2026.

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

2.27 “**Public Advertisement**” **or “Sale Notice”** shall mean an announcement in newspaper(s) inviting an expression of interest from the Bidders, who are desirous to submit their Bid to participate in the liquidation process of the Company in accordance with the provisions of IBC and Liquidation Process Regulations;

2.28 “**Prospective Bidder(s)/ Auction Process Applicants”** shall mean a Bidder who fulfils the eligibility criteria and submits all Eligibility Documents with supporting documents listed out in the E-Auction Process Document to the satisfaction of the Liquidator;

2.29 “**Representatives**” shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorised by such Person pursuant to corporate authorisations, powers of attorney, or contract;

2.30 **"Reserve Price"** shall mean the minimum price fixed by the Liquidator arrived at for the Assets of the Company, pursuant to the provisions of the Liquidation Process Regulations, which a Prospective Bidder/ Auction Process Applicant would have to match or bid in excess of, to become eligible for being considered as a Successful Bidder;

2.31 **"Sale Consideration"** shall mean the Bid of the Successful Bidder in E-Auction for the purchase of Assets of the Corporate Debtor as a whole/ set of assets collectively, of the Corporate Debtor, plus all the applicable Taxes and all the statutory payments, etc., payable by the Successful Bidder;

2.32 **"Sale Certificate" or "Certificate of Sale"** means a certificate to be issued by the Liquidator to the Successful Bidder in relation to the sale of Assets of the Corporate Debtor based on the terms of the Liquidation Regulations.

2.33 In compliance with the latest amendment in Code and Regulations, the term **"SCC"** i.e. Stakeholders Consultation Committee used in this document shall be read as **"CoC"** i.e. Committee of Creditors.

2.34 "**Site Visit**" shall mean a visit to the Site; and

2.35 "**Successful Bidder**" means the Bidder whose Bid is approved and who is declared successful by the Liquidator at the end of the determined E-Auction phase as perthe provisions of this E-Auction Process Document, under the provisions of IBC and the Liquidation Process Regulations;

2.36 **"Taxes"** means any taxes including any stamp duty, interest tax, excise duties, custom duties, value added tax, sales tax, local taxes, charges, cess, income tax, TDS, TCS, GST, CST, entry tax, octroi and any impost or surcharge of like nature (whether central or stateor local) charged, levied or imposed by any governmental authority, as per the requirements of Applicable Laws.

Capitalised terms used herein but not defined otherwise shall have meaning prescribed to them under the provisions of the IBC, the Liquidation Process Regulations and Applicable Law(s)to such terms as the context may require.

3. BRIEF INTRODUCTION

3.1 Application was filed under Section 9 of the IBC to initiate Corporate Insolvency Resolution Process **("CIRP")** of the Company as per the provisions of IBC, wherein the application was admitted by the National Company Law Tribunal, Court No. 3, Delhi Bench, admitted the Company Petition i.e., C.P. No. (IB)-908/ND/2022 on 21.04.2023, filed by the Operational Creditor M/s Joneja Bright Steels Private Limited, initiating Corporate Insolvency Resolution Process ("CIRP") under Insolvency & Bankruptcy Code, 2016. The Adjudicating Authority appointed Mr. Naresh Kumar Munjal as an Interim Resolution Professional (IRP) vide its said order dated 21.04.2023. Subsequently, the Interim Resolution Professional was confirmed as Resolution Professional ("RP") by the Committee of Creditors ("CoC") in its second meeting held on 13.06.2023. Thereafter, the RP was vested with the responsibility of managing the affairs of the Company and to further perform all such duties and functions as prescribed under Section 17 read with 23(2) of IBC.

3.2 Since no compliant Resolution Plan was received during the CIRP period, an application for the liquidation ofthe Company was filed before the Hon'ble NCLT by the Resolution Professional after obtaining approval of the Committee of Creditors. The said Application for liquidation of **Nipman Fastener Industries Private Limited** was admitted by the Hon'ble NCLT. The Liquidation Order directed the commencement of the liquidation process of theCompany as per Section 33 of the IBC, read with Liquidation Process Regulations. Pursuant to the Liquidation Order, Mr. Dharmendra Kumar, having IBBI Regn No. IBBI/IPA-003/IP-N000112/2017-2018/11264 was appointed as the Liquidator to perform the duties and functions as per the provisions of the IBC and Liquidation Process Regulations.

3.3 In the 16th CoC Meeting held on 01.04.2024, the CoC Members, while deciding on the Liquidation of the Corporate Debtor in terms of Regulation 39C (**"Assessment of sale as a Going Concern**") of the CIRP Regulations, 2016, asserted that the said provisions shall be discussed during the Liquidation proceedings of the Corporate Debtor. Further, pursuant to the order passed by the Hon'ble NCLT vide order dated 08th January 2026, the Liquidator apprised the members with the updated provisions wherein the option of sell the Corporate Debtor as a Going Concern has been omitted, and accordingly the members decided to first exercise the option to sell the Corporate Debtor in Slump Sale and subsequently the Set of Assets Collectively.

3.4 However, pursuant to the notification issued by the IBBI dated 14th October 2025, the clauses (e) and (f) of Regulation 32 of the IBBI (Liquidation Regulations) 2016 have been omitted. Hence, according to the concurrence of the members of the Stakeholders Consultation Committee in the Third meeting of the SCC held on 27th May 2026, the Liquidator has endeavored to sell the assets of the Corporate Debtor in terms of Regulation 32(b) and Regulation 32(c) of the IBBI (Liquidation Regulations) 2016 the members further resolved to publish the sale notice for the e-auction of the assets of the Corporate Debtor in accordance with Regulation 32(b) and/ or Regulation 32(c) of the IBBI (Liquidation Process) Regulations, 2016, as may be applicable for the Corporate Debtor.

3.5 Hence, the assets of the Corporate Debtor are being sold on the basis of slump sale and/ or a set of assets collectively in terms of clause(s) of Regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. Further, all the Secured Financial Creditors have relinquished their security interest on the specific secured assets of the Corporate Debtor.

3.6 The Liquidator is now undertaking the E-Auction for the sale of Assets of the Corporate Debtor and inviting the Bidders to participate in the E-Auction for sale of Assets of the Corporate Debtor after having the identified assets and liabilities of the Company in consultation with Stakeholders' Consultation Committee and in accordance with the provisions of IBC, Liquidation Process Regulations and any otherApplicable Law(s), read with the terms laid down in this E-Auction Process Document.

3.7 The E-Auction would be conducted in the manner specified in the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notificationsissued pursuant to or under IBC or the Liquidation Process Regulations, as the case maybe, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner as specified in this E-Auction Process Document.

3.8 The Bidders are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions, or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

4. OVERVIEW OF THE COMPANY

- Nipman Fastener Industries Private Limited (Corporate Debtor), having CIN No. **U30001DL1997PTC084853** was incorporated on **03.02.1997** and registered with the Registrar of Companies, Delhi.

- The Corporate Debtor is having its registered office at **Office No. 1004, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi - 110044**. It has an authorised share capital of 2,00,00,000 Equity Shares of Rs. 10/- each, 1,00,00,000 8% Preference Share of Rs. 10/- each, and 18,00,000 0.01% Preference Share of Rs. 100/- each. Further, the issued subscribed and fully paid up Share Capital is 1,85,91,210 Equity Shares of Rs. 10/- each, 1,00,00,000 8% Preference Shares of Rs 10/- each, 16,75,000 0.01% preference Share of Rs. 100/- each.

- Nipman Fasteners was a leading brand for the OEM Industry such as Hero Motocorp Ltd, Renault Nissan Automotive India Pvt Ltd, Maruti Suzuki India Ltd, India Yamaha Motors Ltd. They were involved in the manufacturing various products such as Round Head Screw, Flange and Spherical Bolts and Screws, Engine Cylinder Studs, Hex Head Collar Screws and Bolts, Shoulder Head Bolts, Socket Head Flange Screws, Socket Head Cap Screws & Bolts, Forged Tie Rods. The sites included both owned and rented premises. The account of the CD turned NPA around 2016, and since the accounts of the CD were frozen around 2020, the operation was not continued thereafter.

- Historically the company had its manufacturing facilities at :
  - Ghaziabad - First Plant which was later on merged in Bawal during 2017-18 *(under illegal possession of PTC Engineering India Private Limited)*.
  - Manesar - started during 2002 and later on merged with Bawal during 2019-20 *(was sold out and not part of the Assets)*
  - Haridwar - started during 2010 and still existing
  - Bawal - started during 2015-16 and still existing
  - Chennai – (Diversification into Steering components) This plant started operations during 2017 but because of losses the management had to divest this business during Feb. 2019 under Slump sale.

Hero MotoCorp has always been the single largest customer and Nipman had been catering to a major portion of their fastener requirements. The capacity utilization in fastener business increased to ever high of 51% during FY19 which resulted in achieving it’s highest ever sales of Rs. 191.33 cr. excluding pass-through trading sales.

The company started the FY 2020 on a very positive note but due to global recession, the auto industry could not grow and in fact shrunk which had a negative impact of the operations of the company. The capacity utilization reduced with corresponding effect on the turnover and operating profits. This negatively impacted the cashflows increasing the financial stress on the company and delays in servicing of debt was experienced.

- **Nipman Fastener Industries Private Limited** currently has no operating branches.

5. ELIGIBILITY CRITERIA FOR THE BIDDERS

5.1 A bidder shall be eligible to submit a Bid in relation to the sale of assets of the Corporate Debtor if it meets the following eligibility criteria:

a) Eligibility Criteria for Individual/Firms/Body Corporate: Minimum net worth of INR 5 Crores or more as on 31st March 2025.

b) Eligibility Criteria for Financial Institutions/Funds/PE Investors/Asset Reconstruction Company: Minimum Assets under management/ Committed funds available of INR 50 Crores or more as on 31st March, 2025.

5.2 A Bidder shall not be eligible to submit a Bid in relation to the sale of assets of the Corporate Debtor if it fails to meet the Eligibility Criteria as defined in section 35(1)(f) of the IBC. The Liquidator shall not sell the Assets of the Company to any person who is not eligible to be a resolution applicant under Section 29A of the IBC (as amended from time to time), and Section 29A of the IBC is reproduced below for reference purposes only:

"Sec 29A. Persons not eligible to be a resolution applicant:

A person shall not be eligible to submit a resolution plan if such person, or any other person acting jointly or in concert with such person-

a) is an un-discharged 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 yearhas 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 accountsbefore 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 debt or and is a related party of the corporate debtor solely on account of conversion or substitutionof debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

Explanation II - For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such personis a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan bythe 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 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 underthis 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 thisCode or pursuant to a scheme or plan approved by a financial sector regulator or a court, and suchresolution 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 Codeand 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 thecorporate debtor during the implementation of the resolution plan; or
(iii) the holding company, subsidiary company, associate company or related party of a personreferred 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, regulatedby a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date; Explanation II - For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely: —

(a) a scheduled bank;
(b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;
(c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017made under the Foreign Exchange Management Act, 1999 (42 of 1999);

(d) An asset reconstruction company registered 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 the Securities and Exchange Board of India;

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

5.3 An eligible and qualified Bidder that has submitted the Expression of Interest ("EOI") and Earnest Money Deposit ("EMD") for participation in the E-Auction of the Corporate Debtor under the Slump Sale (i.e. Lot 1), shall, in the event the E-Auction of the Corporate Debtor under the Slump Sale does not conclude successfully, be eligible to participate in the E-Auction of the Set of Assets collectively (i.e. Lot 2, Lot 3, Lot 4, and Lot 5). Such Bidder(s) shall not be required to re-deposit the EMD amount. However, the Bidder(s) interest to participate in the subsequent E-Auction of the Set of Assets collectively must be expressly intimated via email or letter.

6. DOCUMENTS REQUIRED FROM THE BIDDERS

6.1 In addition to the above, the Auction Participant who fails to fulfil the requirements set out in this E-Auction Process Document, including but not limited to failure of providing the documents/ information to be submitted by the Auction Participants in terms of Clause 6 hereof, shall not be eligible to submit a Bid in the E-Auction Process for sale of Assets of the Company.

6.2 All the requisite Eligibility Documents shall be submitted through the E-Auction Platform, **Baanknet** at **https://ibbi.baanknet.com/eauction-ibbi** **"AND NON OF ITS HARD OR SOFT COPY TO BE SHARED WITH THE LIQUIDATOR".**

6.3 The Bidders would need to provide the ownership structure and composition of the Bidder, Proof of Identification, Current Address Proof, PAN card, valid e-mail ID, Landline and Mobile Phone Number, Authorization to the Signatory (in case the Bidder is a legal entity) and must submit the following documents to the satisfaction of the Liquidator:

a) Bid Application Form as provided in Annexure II hereof;
b) Affidavit in a format provided in Annexure III hereof;
c) Confidentiality Undertaking as provided in Annexure IV hereof;
d) Earnest Money Deposit Form as provided in Annexure V hereof;
e) Board Resolution wherever applicable;
f) Net Worth Certificate/CIBIL Report;
g) Other necessary documents required by the Liquidator in this E-Auction Process Document to complete the eligibility check formalities as per the timelines prescribedin Clause 17 of this E-Auction Process Document.

All the documents for ascertaining the eligibility of the Bidder shall be collectively referred to as **"Eligibility Documents".**

6.4 A Bidder may use additional sheets to submit the information for its detailed response. Additionally, the Liquidator may ask for any additional documents from the Successful Bidder to evaluate their eligibility as per amended Regulation. A Bidder is required to submit information in accordance with this E-Auction Process Document and in compliance with the requirements set out under the Code and Liquidation Regulations. All requisite documents should be duly signed, and appropriately stamped /company seal affixed by the Bidder or an authorisedrepresentative of the Bidder and supported by evidence of authority of such Person (board resolution and/or power of attorney, as applicable, of the Bidder). Strict adherence to forms, documents, and authorisations wherever specified in the said document is required.

6.5 A Bidder shall additionally provide documents evidencing source of funds of the Bidder for making the payments in terms of its Bid, including firm commitment letter from banks/financial institutions; and/or Bankers' certificate evidencing availability of funds; and/or independent chartered accountant/statutory auditor certificate certifyingquantum of investments held in the form of liquid assets; and/or any other document evidencing the source of funds to the satisfaction of the Liquidator. The Bidders should note that for the purpose of demonstrating source of funds, no reliance may be placed onthe financial strength of any Person that has, on an earlier occasion, committed a default or breach in relation to an auction or tender process conducted by banks/ financial institutions or under any corporate insolvency resolution process/liquidation process under the IBC. Any such evidence shall be liable for rejection by the Liquidator.

6.6 The Bidders will be shared information sheets, documentation, and additional information in relation to the Company required for due diligence either through gain access to the Data Room,. Further, Site Visits and Discussion Meetings will also be arranged (if required) for the Bidders in accordance with Clause 7 hereof.

6.7 Upon completion of the due diligence and site visit by the Bidders within the timeframe set out in Clause 17, the Bidders shall deposit the Earnest Money Deposit (EMD) in accordance with Clause 11 of this E-Auction Process Document within the time frame mentioned in Clause 17 below.

6.8 On the receipt of the Eligibility Documents relating to H1 and/ or, where H1 is found to be ineligible or disqualified, from the subsequent eligible Bidder, i.e., H2, H3…, i.e. Successful Bidder, the Liquidator shall assess the Eligibility Documents of the Successful Bidder to his satisfaction.

6.9 All Eligibility Documents and the supporting documents shall be in the English language, and if any document is not in the English language, then the relevant document would need to be translated into English along with an unconditional affidavit that thetranslation is true and correct, and such translated document shall be considered as the final document. If any discrepancy is found in the original document and the translation, then the Bidder may be disqualified, and the Bid, if any, may be rejected.

6.10 The Liquidator or any of his representatives are not responsible for the non-receipt of necessary documents and supporting/ additional documents. All the supporting/ additional documents shall be submitted through Baanknet Portal.

7. SITE VISIT AND DISCUSSION MEETING

7.1 If requested by the Prospective Bidders, the Liquidator may arrange a Discussion Meeting and a Site Visit at any time prior to the closure of the E-Auction Process. The Prospective Bidder is expected to make its own arrangements, including accommodation for the Site Visits and Discussion Meetings. All costs and expenses incurred in relation to Site Visits and Discussion Meetings shall be borne by the Prospective Bidder.

7.2 In Site Visit, the Prospective Bidder(s) may carry out its own comprehensive due diligence in respect of the Assets of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the Company, its Assets and Liabilities, relevant documents, information etc., whether or not the Prospective Bidder actually inspects or participates in the Site Visitsor verifies the documents provided by the Liquidator. During the Site Visit, a Prospective Bidder shall not:

a) Take any photographs of the Site or take any documents back with them; or
b) Initiate any discussion regarding the Liquidation Process with the personnel at the Site during the course of the Site Visits.

7.3 Any delay in completion of the Site Visits or Discussion Meetings by the Prospective Bidder shallnot entitle the Prospective Bidder to any extension in the timelines, including the timeline for completion of such Site Visits or Discussion Meetings or submission of the Bid, by or before the last date for submission of the Bid.

7.4 The Liquidator may coordinate a Site Visit or Discussion Meeting for Prospective Bidders at any time prior to the closure of the E-Auction Process, following such a request by the Prospective Bidders. The Liquidator will communicate, in advance, to such Prospective Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visits or Discussion Meetings. The Liquidator reserves the right to not arrange a Site Visit or Discussion Meeting for any reason whatsoever, irrespective of the request of the Prospective Bidder.

8. DUE DILIGENCE AND DATA ROOM

8.1 The Liquidator reserves the right to share the required documents through email and/ or through data room. The access to the Data Room shall be provided by the Liquidator only upon a request made by the Prospective Bidder(s) along with the EoI documents submitted at the designated website of Baanknet. The Liquidator shall endeavour to provide necessary assistance, facilitating the due diligence by Prospective Bidders. The information and documents shall be provided by theLiquidator in good faith. The Data Room service, if provided, will be organised only for the ease of reference of the Prospective Bidder(s), and the Prospective Bidder(s) shall be responsible for conducting their own due diligence, research, assessment and analysis with respect to the information contained in the Data Room. The Prospective Bidder(s) shall be deemed to have conducted its due diligence of the Company and its Assets to its entire satisfaction. It is hereby clarifiedthat the Prospective Bidder shall not be entitled to withdraw its Bid, as submitted, on the pretext that the contents uploaded in the Data Room were not to the required satisfactionof the Prospective Bidder.

8.2 The Liquidator proposes sale of Assets in accordance with the provisions of IBC and Liquidation Process Regulations on "As is where is basis", "As is what is basis", "Whateverthere is basis" and "No recourse" basis and the proposed sale as specified above does notentail transfer of any title, except the title which the Company has on the Assets as on date of the transfer. All local taxes/ maintenance fees/ electricity/ water charges/ lease rentals/ unearned income/ operating expenses/ stockpiling charges, etc., in case of rented or owned Assets, outstanding as on date or yet to fall due in respect of the relevant Assets should be ascertained by the Bidder and would be borne by the Successful Bidder. It must also be noted that the Liquidator does not give any assurance or warranty of the physicalcondition of the Assets and their suitability for any sort of operation that the Bidder envisages.

8.3 While the data/ information provided in this E-Auction Process Document and the Data Room, has been prepared and provided in good faith, the Liquidator and their representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliabilityof the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.

8.4 It is further clarified that the data/information provided in the Data Room has been prepared based on books of accounts, financial statements, the Company's website and discussions and representations by the erstwhile directors and key managerial personnel of the Company. Reasonable care has been taken in compiling various data and information, however the Liquidator along their advisors, consultants, representatives, make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the Data Room.

8.5 Any clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this E-Auction Process Document. No request for modifications of the clarifications shall be entertained; however, the Liquidator may, in a fit case and as per his discretion, issue modifications to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as a part of this E-Auction Process Document.

8.6 A Bidder requiring any clarification on this E-Auction Process Document, E-Auction Process, submission of the Bid or on the Company shall email such request for clarification to the Email ID: liqnipmanfastener@gmail.com/ liqnipmanfastener@myyahoo.com.

8.7 The Liquidator 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 E-Auction Process Document shall be granted on the basis of not having received a response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a Bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

9. ASSETS TO BE SOLD THROUGH E-AUCTION

9.1 The sale of Assets of Corporate Debtor on the basis of slump sale and/ or set of assets collectively under the provisions of Insolvency and Bankruptcy Code, 2016, is proposed in pursuance of the Sale Notice, and E-Auction Process Documents, more particularly as given below:

Particulars of Asset	**Reserve Price (in INR)**	**Initial Earnest Money Deposit (in INR)**	**Incremental Value (in INR)**
Sale of Assets of the Corporate Debtor in Slump Sale in terms of clause (b) & (c) of regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. **Date and Time of Auction: 13th July 2026 (Monday) at 02:30 P.M. to 03:30 P.M. (with unlimited extension of 5 minutes till 04:30 P.M.)**			

<u>LOT 1</u> Sale of the Assets of the Company in Slump Sale *(including Land & Building, Plant & Machinery, and Securities & Financial Assets, Vehicles, Inventory)* Slump Sale includes all the assets of the Company as listed below under the head "Set of Assets Collectively" i.e. from Lot 2 to Lot 5.	**106,38,45,029**	**5,31,92,251**	**53,19,225**
Sale of Assets of the Corporate Debtor as **<u>Set of Assets Collectively</u>** in terms of Regulation 32(c) of the Liquidation Regulation **Date and Time of Auction: 15th July 2026 (Wednesday) at 02:30 P.M. to 03:30 P.M.** **(with unlimited extension of 5 minutes till 04:30 P.M.)**			
<u>LOT 2</u> **SALE OF FASTENER PLANT AT BAWAL** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 163-164-165, Phase-1, Sector-3, Industrial Estate IMT Bawal, Bawal, Haryana – 123001 Area: 12,000 Sq. Mtr. Type: Leasehold Allotment Year: 2012 Construction/ Acquisition Year: 2014 Geo-Location: <u>https://maps.app.goo.gl/JoQQpYkDfkJ6qJAz6</u> Located Near: • NH-48 (formerly NH-8). • 14 KM from Rewari. • 60 KM from Gurugram. • 100 LM from Delhi. Connectivity: • Good Road Connectivity. • 15 KM from Rewari Railway Station. • 78 KM from IGI Airport. • 90 KM from New Delhi Railway Station.	**41,62,99,805**	**2,08,14,990**	**20,81,499**
<u>LOT 3</u> **SALE OF FASTENER PLANT AT HARIDWAR** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 9, Khasra No. 1814, 1815, 1816, Industrial Park-II, Phase-I, Village-Salempur Mehdood-II, Roorkee, Haridwar – 249402	**24,66,30,043**	**1,23,31,502**	**12,33,150**

Area 7,675 Sq. Mtr. Construction/ Acquisition Year 2008 Geo Location https://maps.app.goo.gl/Mys8LS8Wm1oXzy3q7 Located Near Connectivity • 500 Mtr from Main Road. • Good Road Connectivity. • 14 KM from Haridwar Railway Station. • 24 KM from Roorkee Railway Station.			
LOT 4 **SALE OF PLANT AT GHAZIABAD** *(Manufacturing Unit includes Land and Building)* Address: Plot no. C-198 , Yadav Nagar, Industrial Area, Bulandshahr Road, Ghaziabad, Uttar Pradesh - 201009 Area: 5,616 Sq. Mtr. Type: Leasehold Construction/ Acquisition Year: 2014 Geo Location: https://maps.app.goo.gl/eWyZMRczpTibo6h17 Located Near Connectivity • 500 Mtr from Main Road. • Good Road Connectivity. • 30 KM from New Delhi Railway Station. • 42 KM from IGI Airport.	**23,90,14,181**	**1,19,50,709**	**11,95,070**
LOT 5 **SALE OF OFFICE AT JASOLA** *(Office Space in DLF Tower)* Address: 1003,1004,1005 and 1006, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi - 110044 Area: 4338 Sq. Ft. Construction/ Acquisition Year: 2010 Geo Location: https://maps.app.goo.gl/E25mQH4GphWvtDRt9 Located Near Connectivity • 500 Mtr from Main Road. • Good Road Connectivity. • 15 KM from New Delhi Railway Station. • 21 KM from IGI Airport.	**8,35,06,500**	**41,75,325**	**4,17,533**

Important Notes:

1. Bidding shall be allowed on submission of EMD for the specific Lots or all Lots.
2. The Highest bidders in respective lots shall be declared as the successful bidder(s).
3. An eligible and qualified Bidder that has submitted the Expression of Interest ("EOI") and Earnest Money Deposit ("EMD") for participation in the E-Auction of the Corporate Debtor under the Slump Sale (i.e. Lot 1), shall, in the event the E-Auction of the Corporate Debtor under the Slump Sale does not conclude successfully, be eligible to participate in the E-Auction of the Set of Assets collectively (i.e. Lot 2, Lot 3, Lot 4, and Lot 5). Such Bidder(s) shall not be required to re-deposit the EMD amount. However, the Bidder(s) interest to participate in the subsequent E-Auction of the Set of Assets collectively must be expressly intimated as per Baanknet guidelines if any.
4. In the event of a tie or other dispute between a "Slump Sale" and "any Lot within the Set of Assets Collectively", the SCC (Financial Creditors) shall have exclusive authority to determine the applicable tie-break criteria, in consultation with the liquidator. The decision of the SCC (Financial Creditors) shall be final and binding.
5. The sale shall be on **"AS IS WHERE IS", "AS IS WHAT IS", "WHATEVER IT IS", "WHATEVER THERE IS" and "WITHOUT RECOURSE BASIS**" and as such, the sale shall be without any warranties and indemnities.
6. In case of any contradiction between this Process Document and the Liquidation Regulation, the Liquidation Regulation shall prevail. Further, w.r.t. E-Auction process if any contradiction is observed between this Process Document and the Baanknet guidelines, the guideline notified by Baanknet shall prevail.

9.2 **Pertinent to note:**

a. Bidding in Lot-2, Lot-3, Lot-4, and Lot-5 shall be allowed on submission of EMD for each lot. EMD has to be paid separately for each asset class/Lot. The EMD paid to one asset class / Lot cannot be adjusted/clubbed for another asset class/ Lot.

   However, an eligible and qualified Bidder that has submitted the Expression of Interest ("EOI") and Earnest Money Deposit ("EMD") for participation in the E-Auction of the Corporate Debtor under the Slump Sale (i.e. Lot 1), shall, in the event the E-Auction of the Corporate Debtor under the Slump Sale does not conclude successfully, be eligible to participate in the E-Auction of the Set of Assets collectively (i.e. Lot 2, Lot 3, Lot 4, and Lot 5). Such Bidder(s) shall not be required to re-deposit the EMD amount. The Bidder(s) interest to participate in the subsequent E-Auction of the Set of Assets collectively must be expressly intimated as per Baanknet guidelines if any.

b. Prospective bidders shall submit an undertaking that they do not suffer from any ineligibility under section 29A of the Code to the extent applicable and that if found ineligible at any stage, the earnest money deposited shall be forfeited.

9.3 The proposed sale of Assets does not entail transfer of any other title except the title which the Company has on its Assets as on the E-Auction Date or as specified otherwise, including all contracts, licenses, concessions, agreements, benefits, privileges, rights, or interests in the Assets, whether stockpiled or collocated with the third parties. It is further stated that the Liquidator does not assume any responsibility as regards the quality, quantity, accuracy, authenticity, correctness, fairness and completeness of the information pertaining to the Assets of the Company as set out herein and the Bidders, in their own interest, are advised to carry out an independent assessment of the physical condition/ condition to and status of recoverability and the ability to be put to intended use of suchAssets.

9.4 The Successful Bidder agrees and acknowledges that it shall be solely responsible for carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, terms and conditions of the sale of Assets to it, including but not limited to, obtaining or renewing any license, consent, certificate, permit or other authorization, including procuring all necessary approvals from governmental and statutory authorities or agencies investigating the affairs of the Company, if any, as may be required. The Liquidator 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 Corporate Debtor or the Successful Bidder, and the sole responsibility for thesame shall vest with the Successful Bidder.

9.5 As per notification passed by the Insolvency and Bankruptcy Board of India dated 14th October, 2025, the provisions as enumerated in clause (e) and (f) of Regulation 32 of the IBBI (Liquidation Regulations) 2016 have been omitted. Accordingly, upon the receipt of concurrence from the representatives of the SCC, the Liquidator is conducting this E-Auction Process for the sale of assets of the Corporate Debtor in terms of clause (b) and/ or (c) of Regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. Pertinent to mention that the sale of assets of the Corporate Debtor will be on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse basis". Further, it is to be noted that the assets not relinquished towards the Liquidation Estate of the Corporate Debtor shall not form part of the sale of the Corporate Debtor. The details of the Assets of the Company being offered for sale of assets of the Corporate Debtor are as given in the ***Schedule of Assets*** annexed to this E-auction Process Document.

<u>Sale of Assets of the Corporate Debtor on the basis of a slump sale/ set of assets collectively:</u>
Regulation 32 of the Liquidation Process Regulations provides as follows:
"The liquidator may sell-
(a) an asset on a standalone basis;
(b) the assets in a slump sale;
(c) a set of assets collectively;
(d) the assets in parcels;
~~(e) the corporate debtor as a going concern; or~~ : ***Omitted vide IBBI notification dated 14th October, 2025***
~~(f) the business(s) of the corporate debtor as a going concern:~~ ***Omitted vide IBBI notification dated 14th October, 2025***
Provided that where an asset is subject to a security interest, it shall not be sold under any of the clauses (a) to (d)[vide IBBI notification dated 14th October, 2025], *unless the security interest therein has been relinquished to the liquidation estate."*

9.6 In the Third meeting of the Stakeholders' Consultation Committee, the Committee members authorised the Liquidator to conduct the e-auctions in terms of clause (s) of Regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016, being the Sale of Assets of the Corporate Debtor on the basis of slump sale and/ or on the basis of set of assets collectively. The details of the Assets of the Company being offered for sale on the basis of slump sale and/ or on the basis of set of assets collectively are as given in the ***Schedule of Assets*** annexed to this E-auction Process Document.

9.7 Pertinent to mention that Bidding in both the Lots shall be allowed on submission of EMD for each lot. The Highest bidders for respective lots shall be declared as the successful bidders, subject to the verification and due diligence in terms of section 29A of the Insolvency and Bankruptcy Code, 2016.

9.8 All the claims and liabilities pertaining to the sale of assets of the Company, subject to the approval of the Adjudicating Authority, shall be settled, paid, and extinguished as Section 53 of the IBC. The Bidders are advised to ascertain all statutory liabilities/ taxes/ demands/ claims/ charges, etc., outstanding as on the E-Auction Date, yet to fall due in respect of the Assets of the Company and approach NCLT for protection against claims and liabilities pertaining to the period prior to the sale of the assets of the Company.

9.9 Even after the sale of the assets of the Company in terms of the provisions of the IBC, 2016 and Liquidation Regulations, including amendments and notifications, the Liquidator shall continue to exercise the authority and powers for completing the obligations of the Liquidator underthe Code and the Liquidation Regulations. It may be noted that the control, operations and continuation of the Liquidation Bank Account of the Corporate Debtor under the name of **Nipman Fastener Industries Private Limited** in Liquidation held in State Bank of India shall continue to remain under the control and authority of the Liquidator and any credit balances in any of the said bank accounts of the Company shall form part of the Liquidation Estate for distribution to the stakeholders.

9.10 That the Resolution Professional had filed an Interlocutory Application under sections 43 and 66 under IBC 2016 (preferential transaction, and fraudulent transactions) with the NCLT against the ex-Directors and KMPs of the Corporate Debtor during the CIRP Process. Any proceeds received on account of the applications filed under these sections 43, 45, 50, and 66 shall not form part of the liquidation sale of Corporate Debtor under this E-Auction; however, shall be part of the Liquidation Estate for distribution as per section 53 of the Liquidation Regulations. The said Applications shall continue to be pursued by the Liquidator or the Secured Stakeholders, as the case may be.

9.11 Any existing personal / corporate guarantees issued by the promoters/ any other group companies of the Corporate Debtor shall not form part of the liquidation sale under the E-Auction. The creditors in whose favor guarantees have been issued by the promoters orgroup companies of the Company may pursue recovery of these guarantees. In case the guarantees are invoked by the creditors, the guarantors even after making payments in respect of the said guarantees shall not have any claims against the Company.

9.12 Any assets (owned by third parties) mortgaged to the lenders of the Company but not owned by the Company shall not form part of the liquidation sale under the E-Auction. In the event there are any further excluded assets from the sale of assets of the Company, the Liquidator shall upload the list of the same on the Data Room. All the maintenance/ stockpiling/ operation/ incidental costs relating to the excluded assets shall not be borne by the Bidder.

9.13 The transfer of the assets of the Company in terms of provisions of the Code and Liquidation Regulations, to the Successful Bidder shall be by wayof extinguishment of existing shareholding and by way of issuance of fresh equity and/or infusion of fresh debt in the Company by the Successful Bidder.

10 MODE OF SALE AND RESERVE PRICE

10.1 As per Regulation 32 of the Liquidation Process Regulations, the Liquidator may sell:

(a) an asset of the Company on a standalone basis;
(b) the assets of a Company through a slump sale;
(c) a set of assets of the Company collectively;
(d) the assets of the Company in the parcel;
(e) ~~the Company as a going concern; or~~ – Omitted by virtue of notification issued by IBBI dated 14th October, 2025.
(f) ~~the business(s) of the Company as a going concern~~ - Omitted by virtue of notification issued by IBBI dated 14th October, 2025.

Provided that where an asset is subject to a security interest, it shall not be sold under any of the clauses (a) to (d) [vide IBBI notification dated 14th October, 2025] unless the security interest therein has been relinquished to the Liquidation Estate.

10.2 The Liquidator proposes to conduct the sale of Assets as described in Clause 9 of the E-Auction Process Document under Regulation 32(b) and/ or (c) of the Liquidation Process Regulations. The relevant data in respect of the Assets to be sold in this E-Auction to the extent available and to the best knowledge of the Liquidator shall be made available through Email and/ or through Virtual Data Room. The Reserve Price for the sale of Assets is as mentioned in **Para 9.1.**

10.3 The mechanism for completion of such sale of assets of the Company is, however, not specifically provided for in the Liquidation Process Regulations or anywhere in the Code. It is clarified that on being declared as a Successful Bidder, the said Successful Bidder shall be required to complete the sale of the assets of the Company in accordance with the provisions of the Code and Liquidation Process Regulations. After identification of a Successful Bidder, the Liquidator shall have the right to approach the Hon'ble NCLT for obtaining suitable directions on the implementation of such sale and any such directions shall be binding on the parties to the E-Auction Process as contemplated in this E-Auction Process Document.

10.4 The Successful Bidder agrees that it shall be bound to pay the Sale Consideration for consummation of the sale of Assets within the time frame stipulated in the E-Auction Process Document, read with Liquidation Process Regulations. It is clarified that any necessary approvals, consents, or reliefs that may be required to be obtained by the Successful Bidder with respect to the sale of Assets as contemplated in this E-Auction Process Document have to be obtained by the Successful Bidder without any deviation from the time frame for payment of Sale Consideration as stipulated under the Liquidation Process Regulations.

10.5 It is clarified that the sale of assets of the Company on the basis of slump sale or sets of assets collectively under this E-Auction Process is subject to the receipt of approval from the Adjudicating Authority. The procedure for the E-Auction Process and the declaration of the Successful Bidder shall be as per the terms of the E-Auction Process Document. On the close of the E-Auction, the Liquidator shall declare the Highest Bidder offering the maximum bid for the sale of assets of the Corporate Debtor on the basis of slump sale or the set of assets collectively, for each lot as the case may be. The Liquidator shall, within 3(three) days of declaring the highest bidder, conduct due diligence and verify the eligibility of the highest bidder and present the same before the Stakeholders' Consultation Committee. The liquidator shall declare the highest bidder as the successful bidder or reject such bid after consultation with the Stakeholders' Consultation Committee. In case the highest bidder is found ineligible, the Liquidator may, in consultation with the Stakeholders' Consultation Committee, declare the next highest bidder as the successful bidder after due diligence and verification. On declaration of the Successful Bidder, the LOI shall be executed in favour of the Successful Bidder. The Successful Bidder shall endorse an unconditional acceptance of the LOI within 2 (two) days of the receipt of the same and on receipt of the Full and Final Instalment of the Sale Consideration from the Successful Bidder, the sale certificate shall be issued to the Successful Bidder. The process of consummation of the sale of assets of the Company on the basis of slump sale / on the basis of set of assets collectively, to the Successful Bidder as per the terms of this E-Auction Process Document shall commence from the date of the Final Approval Order from the Adjudicating Authority.

10.6 The Liquidator shall not be responsible and liable, in any manner, in the event the Adjudicating Authority in its Final Order rejects the transaction of sale of assets of the Company as contemplated hereunder. The liability and obligations of the Successful Bidder shall continue till the receipt of the Final Order from the Adjudicating Authority and thereafter as per the terms of the Final Order and/or the Liquidation Process Regulations and/or this E-Auction Process Document and/or the LOI.

10.7 Any failure to obtain such necessary approvals, consents, reliefs that may be required by the Successful Bidder in respect to the Sale of Assets shall not affect the E-Auction Process for sale of Assets of the Company on the basis of slump sale / set of assets collectively, as contemplated under this E- Auction Process Document. On payment of the full and final amount of Sale Consideration, the sale of Assets of the Company shall stand completed and the Liquidator shall execute a Certificate of Sale or Sale Deed to consummate the sale transaction as contemplated under this E-Auction Process Document and the Applicable Law.

10.8 The Liquidator reserves the right to alter, modify, cancel or relax any of the terms and conditions mentioned in this E-Auction Process Document in the interest of the liquidation process of the Company including cancellation of the E-Auction Process at any point of time. Any such alteration, modification, cancellation, or relaxation of E-Auction Process shall be binding on the Bidders.

10.9 The Prospective Bidders/ Auction Process Applicants, participating in the E-Auction Process, will have to Bid for an amount not less than the Reserve Price for acquiring the Assets of the Company. The attention of Prospective Bidders/Auction Process Applicants is invited to the fact that the Prospective Bidders cannot place a Bid for a value below the Reserve Price. Such a bid will stand automatically disqualified.

10.10 The other technical terms and conditions relating to the E-Auction Process to be complied with by the Prospective Bidders/ Auction Process Applicants are set out in **Annexure 1.**

10.11 An eligible and qualified Bidder that has submitted the Expression of Interest ("EOI") and Earnest Money Deposit ("EMD") for participation in the E-Auction of the Corporate Debtor under the Slump Sale (i.e. Lot 1), shall, in the event the E-Auction of the Corporate Debtor under the Slump Sale does not conclude successfully, be eligible to participate in the E-Auction of the Set of Assets collectively (i.e. Lot 2, Lot 3, Lot 4, and Lot 5). Such Bidder(s) shall not be required to re-deposit the EMD amount. However, the Bidder(s) interest to participate in the subsequent E-Auction of the Set of Assets collectively must be expressly intimated as per Baanknet guidelines if any

11 EARNEST MONEY DEPOSIT

"THE EMD AMOUNT WILL BE CREDITED IN THE EWALLET OF BAANKNET AND NO INFORMATION OF ITS DEPOSIT TO BE SHRED WITH THE LIQUIDATOR"

11.1 All the Prospective Bidders/ Auction Process Applicants shall provide a non-interest bearing amount as Earnest Money Deposit ("**EMD**") for participating in the E-Auction Process for the sale of Assets of the company in terms of Para 9.1 in the present document.

An eligible and qualified Bidder that has submitted the Expression of Interest ("EOI") and Earnest Money Deposit ("EMD") for participation in the E-Auction of the Corporate Debtor under the Slump Sale (i.e. Lot 1), shall, in the event the E-Auction of the Corporate Debtor under the Slump Sale does not conclude successfully, be eligible to participate in the E-Auction of the Set of Assets collectively (i.e. Lot 2, Lot 3, Lot 4, and Lot 5). Such Bidder(s) shall not be required to re-deposit the EMD amount. However, the Bidder(s) interest to participate in the subsequent E-Auction of the Set of Assets collectively must be expressly intimated as per Baanknet guidelines if any .

The Prospective Bidders/ Auction Process Applicants shall provide EMD**,** prior to the E-Auction Process, in accordance with the timelines provided in Clause 17 of the E-Auction Process Document.

<u>MODE OF PAYMENT FOR EMD AND BALANCE SALE CONSIDERATION</u>

11.2 All the Prospective Bidders / Auction Process Applicants shall provide, along with the Bid Application Form, the Earnest Money Deposit as specified for each lot, as the case may be. Prospective bidders shall deposit the Earnest Money Deposit (EMD) through the Baanknet auction platform. The entire amount shall be remitted by the Bidder(s) from one bank account only and shall be owned by the Bidder. Bidders shall preserve the remittance challan and shall produce the same in front of the Liquidator as and when demanded.

11.3 It should be noted that no interest will be paid to the Bidder in relation to such EMD. The EMD of the Successful Bidder shall be retained towards the Instalments of the Sale Consideration, and the EMD of unsuccessful bidders shall be refunded within 30 days of the signing and acceptance of the LOI by the Successful Bidder. In case the E-Auction fails, then the EMD paid by the Bidders shall be returned within 30 days of the date of closure of the E-Auction Process.

11.4 The payment of **THE BALANCE SALE CONSIDERATION** is to be remitted through RTGS/ NEFT to the account provided below:

Account Name	:	Nipman Fastener Industries Private Limited in Liquidation
Account No.	:	42043505737
Bank	:	State Bank of India
Branch	:	East of Kailash Branch, New Delhi-110065
IFSC	:	SBIN0004322

FORFEITURE OF EMD OF THE BIDDER

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

a) if there is a breach of any of the conditions under this E-Auction Process Documentby the Bidder, or in case the Bidder is found to have made any misrepresentation or fraud; or

b) if Bidder is found to be ineligible to submit the Bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section29A of the IBC (as amended from time to time); or

c) if the Successful Bidder, after being intimated by the Liquidator as the Successful Bidder, fails to make the payment of the Sale Consideration within the timestipulated in the Liquidation Regulations and/or as per the terms of the Letter of Intentissued by the Liquidator.

d) In case of any of the above events, all the amounts deposited till that date shall be forfeited, and the option to acquire the Assets of the Company as stipulated in the E-auction notice will be offered to the next highest Bidder.

e) if the Bidder/ Successful 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 anyApplicable Law including the Prevention of Corruption Act, 1988;

f) Existence of any collusion between the Bidders and the Corporate Debtor's related parties, or any creditors of the Corporate Debtor and the Bidder;

g) Withdrawal of, or change in the Bid after the completion of the said E-Auction process;

It is clarified that any invocation/forfeiture of the Earnest Money Deposit, by the Liquidator, shall not limit any other rights or remedies that the Liquidator may have under Applicable Law or otherwise, against any Bidder.

12 DECLARATION OF SUCCESSFUL BIDDER

12.1 Bidding in both Lots shall be allowed on submission of EMD for each lot.

12.2 It is clarified that the Highest bidders under respective lots shall be declared as the successful bidders.

12.3 In the event of a tie or other dispute between a "Slump Sale" and "any Lot within the Set of Assets Collectively", the SCC (Financial Creditors) shall have exclusive authority to determine the applicable tie-break criteria, in consultation with the liquidator. The decision of the SCC (Financial Creditors) shall be final and binding.

12.4 The Liquidator shall determine and, at his sole discretion (which discretion shall not be used arbitrarily), declare at the end of the E-Auction, the Highest Bidder(s) in accordance with conditions specified in Clause 10 of this E-Auction Process Document. It is further clarified that the Liquidator, within 3 (Three) day of declaring the highest bidder, shall conduct the due diligence and verify the eligibility of the highest bidder and present the same before the Stakeholders Consultation Committee. The Liquidator shall declare the highest bidder as the successful bidder or reject such bid after consultation with the Stakeholders Consultation Committee. The declaration of the Successful Bidder(s) for the Sale of Assets of the Company shall be done by the Liquidator within 3 (Three) days of conducting the due diligence or verification of the eligibility of the Highest Bidder or such extended timelines at the sole discretion of the Liquidator. The Liquidator shall assess the E-Auction Bids, the Eligibility Documents and other relevant information to declare the Successful Bidder(s) offering maximum value for the E-Auction of the Assets of the Company.

12.5 The Successful Bidder(s) shall be determined on the basis of the highest Bid received in respect of the sale of Assets of the Company on the basis of slump sale / on the basis of set of assets collectively, in accordance with the provisions of IBC and Liquidation Process Regulations, read with terms & conditions as specified in the E-Auction Process Document. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all Bid(s) or adjourn/ postpone/ cancel the E-Auction or withdraw the sale of Assets from the E-Auction at anystage without assigning any reason therefor. This right of selecting and declaring the Successful Bidder(s) shall always solely rest with the Liquidator without any requirement to provide any reasoning or justification to any Bidder.

ACCEPTANCE BY SUCCESSFUL BIDDER

12.6 For Successful Bidder(s), an email confirmation will be given for being Successful Bidder(s) within 3 (Three) days of conducting the due diligence and verifying the eligibility of the Highest Bidder, as per the timelines specified in Clause 17 of this E-Auction Process Document or such extended time as may be deemednecessary by the Liquidator. The Successful Bidder shall be required to execute a Letter of Intent (LOI) provided by the Liquidator within a period of 2 (two) days of intimation of being a Successful Bidder or such extended timelines as considered appropriate at the sole discretion of the Liquidator and record unconditional acceptanceof the LOI by providing the Liquidator with one copy of LOI with an endorsement statingthat LOI is accepted unconditionally under the signature of the Successful Bidder(s) or the authorized representative of the Successful Bidder(s).

12.7 This LOI, per se, does not confirm the sale of Assets of the Company in favour of the Successful Bidder(s). The LOI outlines the preliminary commitment and does not constitute the conclusion of the sale in favour of the Successful Bidder. Confirmation of sale is subject to the fulfilment of conditions stated hereunder and the approval of the Adjudicating Authority, if so required. The LOI may be cancelled only by the Liquidator in his discretion as per the terms of this E-Auction Process Document.

12.8 Further, Failure to accept the LOI within theprescribed timelines may result in the disqualification of the Successful Bidder, along with cancellation of the LOI and forfeiture of the Earnest Money Deposit.

12.9 Unless expressly indicated by the Liquidator, Earnest Money paid by the Successful Bidder shall be set off or used as part of the Sale Consideration that the Successful Bidder has agreed and is required to pay for the purchase of Assets or Company being sold under this E-Auction.

COMPLETION OF SALE TRANSACTION

12.10 The Successful Bidder shall deposit the entire Sale Consideration for the purchase of the Assets of the Company sold through the E-Auction within ninety (90) days from the date of issuance of the Letter of Intent ("LOI"), provided that the payments made after thirty (30) days shall attract interest at the rate of twelve per cent (12% p.a.), provided further that the sale shall be cancelled if the payment is not made within the specified period provided under this clause into the designated Liquidation Bank Account of the Company or such other bank account as may be specified in writing by the Liquidator. In case of failure to pay, the Sale Consideration shall be payable without any claim for interest, set-off, adjustment, or deduction of any nature whatsoever. The Successful Bidder shall retain the proof of remittance and furnish the original challan/transaction confirmation to the Liquidator as and when required. In the event of failure to pay the balance / final instalment of the Sale Consideration within the stipulated period, the Successful Bidder shall stand automatically disqualified without further notice, and the Earnest Money Deposit (EMD) and any part payment or instalment already paid shall stand forfeited absolutely, without prejudice to the Liquidator's right to re-auction the Assets or sell them to the next highest eligible bidder.

12.11 In the event of default by the Successful Bidder, the E-Auction may be cancelled and conducted afresh, or the sale may be confirmed in favour of the next highest eligible bidder, at the sole discretion of the [Liquidator/Authorised Officer]. The defaulting Successful Bidder shall forfeit all rights, claims, and interests in respect of the sale of the Company and shall not be entitled to raise any objection or seek any relief in relation thereto.

12.12 Upon receipt of the Letter of Intent and the Full and Final Instalment of payment towards the Sale Consideration from the Successful Bidder, the Liquidator shall file an Application before the Hon'ble NCLT for the purpose of seeking directions for implementing the sale of the assets of the Company to the Successful Bidder under the liquidation process. 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 for purchasing the Assets of the Company in terms of provisions of the Code.

12.13 On payment of the full and final amount of Sale Consideration in respect of the purchase of Assets of the Company on the basis of Slump Sale and/ or set of assets collectively, the sale shall standcompleted and the Liquidator shall execute Certificate of Sale or Sale Deed for transfer of the Assets of the Company on the basis of slump sale and/ or set of assets collectively to consummate the transaction as contemplated under this E-Auction Process Document and the LiquidationProcess Regulations and the Assets shall be delivered to the Successful Bidder in the manner specified in the terms of sale in the Certificate of Sale or Sale Deed. The Certificateof Sale shall be issued, or the Sale Deed will be executed in the name of the Successful Bidder only and will not be issued or executed in any other name(s). It is expressly stipulated that there are no implied obligations on the part of the Liquidator to do all acts, things, and deeds whatsoever for the completion of the sale.

12.14 As per Regulation 31A(1)(h) of IBBI (Liquidation Process) Regulations, 2016, Schedule I Clause 1(12), on the closure of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days from the date of LOI. Provided that any payment made beyond thirty days shall attract interest @12%pa up to ninety (90) days. Provided that any further extension beyond ninety days shall be at the sole discretion of the SCC/ Liquidator, and such payment beyond ninety days shall be subject to an interest rate as may be decided and considered by the SCC or the Liquidator. However, the Liquidator/ SCC shall not be under any obligation to extend the timeline beyond ninety (90) days. Further, the sale shall be cancelled if the entire payment is not received within ninety days or such period as may be extended by the SCC/ Liquidator under this clause from the issuance of the LOI, and any part payment received shall be forfeited at the sole discretion of the Liquidator.

13 DEFAULT BY SUCCESSFUL BIDDER

13.1 In the event that the Successful Bidder withdraws his Bid, the Liquidator shall have the right to encash the amount paid with respect to the EMD or appropriate the EMD, and also appropriate any other payment towards the Sale Consideration furnished by the Successful Bidder.

13.2 If the Successful Bidder does not furnish the Full and Final Instalment towards the Sale Consideration pursuant to the LOI issued by the Liquidator or within the timelines stipulated under the Liquidation Process Regulations, whichever is earlier, the Liquidatorshall have the right to cancel the e-auction process for sale of assets of the Corporate Debtor and forfeit the amount provided with respect to the EMD or appropriate the EMD, and/or any other payment furnished by the Successful Bidder.

13.3 It is to be noted that the EMD and other payments furnished by the Successful Bidder can be forfeited at any time, upon the occurrence of any of the following events:

a) if there is a breach of any of the conditions under this E-Auction Process Document bythe Successful Bidder, or in case the Successful Bidder is found to have made any misrepresentation or fraud; or
b) if the Successful Bidder is found to be ineligible to submit the Bid as per the conditions setout in Section 29A of the IBC (as amended from time to time) or is found to have madea false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
c) if the Successful Bidder, after being intimated by the Liquidator as the Successful Bidder,

fails to make the payments towards the Final Instalment towards the Sale Consideration as per the Letter of Intent or this E-Auction Process Document;

d) In case of any of the above events, all the amounts deposited till that date, including EMD, shall be forfeited, and the option to acquire the Assets of the CD on a standalone basis/ set of assets collectively or the Company as a going concern, will be offered to the next highest Bidder.

14 FRAUDULENT AND CORRUPT PRACTICES

14.1 The Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and during the declaration of the Successful Bidder. Notwithstanding anything to the contrary contained in this E- Auction Process Document, the Liquidator shall reject the Bid, without being liable in any manner whatsoever to the Bidder, if the Liquidator, 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 E- Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the liquidator may retain the EMD, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Document or Applicable Law(s).

14.2 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 E-Auction Process;

"**Corrupt practice**" shall mean:

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

or

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

"**Fraudulent practice**" shall mean a misrepresentation or omission of facts or suppression Off acts or disclosure of incomplete facts, in order to influence the E-Auction Process;

"**Restrictive practice**" shall mean forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the E-Auction Process; and

"**Undesirable practice**" shall mean (i) establishing contact with any person connected with or employed or engaged by the liquidator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the E-Auction Process; or (ii) having a conflict of interest.

14.3 The Bidder shall not involve himself or any of his Representatives in price manipulation of any kind directly or indirectly under the Applicable Law(s) by communicating with other Bidders.

14.4 The Bidder shall not divulge either his Bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the Company to any other party. Prior to the conduct of due diligence / Site Visits and access to the Data Room, the Liquidator shall require the Bidder to execute a Confidentiality Undertaking with the Company / Liquidator.

15 COSTS, EXPENSES AND TAX IMPLICATIONS

15.1 The Bidder 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 Site Visit, Discussion Meeting (if any), etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.

15.2 It is hereby clarified that the Bidder shall make its own arrangements, including accommodation for the Discussion Meeting (if organised) or Site Visit and all costs and expenses incurred in that relation shall be borne by the Bidder.

15.3 The Bidder 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 of the Company and matters incidental thereto or for any purpose in connection with the E- Auction Process.

15.4 It is to be noted that all taxes applicable whether Direct and/ or Indirect taxes and/ or duties and/ or penalties and/ or interest (including stamp duty implications and registration charges) on sale of Assets or sale of Company as a going concern; as the casemay be in accordance with the provisions of IBC and Liquidation Process Regulations, asthe case may be, would be borne by the Successful Bidder. Some of the costs and charges for the sale transaction may include, inter-alia, the following:

(i) The sale of Assets of the Company may attract stamp duty, registration charges, etc., as per relevant Applicable Law(s);

(ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties, additional stamp duty/ transfer charges, fees, etc., for transfer of the Assets of the Company in its name; and

(iii) The payment of all statutory/ non statutory dues, taxes, rates, assessments, charges, fees, duties, or other applicable tax i.e., GST, TDS etc.

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

15.6 The payment of all statutory/ non-statutory dues, taxes, rates, assessments, charges, fees, maintenance fees, outstanding municipal and other property taxes, electricity dues, etc., yet to fall due in respect of the Assets of the Company should be ascertained by the Prospective Bidders and shall be the sole responsibility of the Successful Bidder/ Purchaser;

15.7 The Successful Bidder/ Purchaser will also be responsible for evaluating the completeness of applicability of Taxes in India at the time of closure and will be responsible for paying all such Taxes. It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Assets of the Company, including such dues, if any, which may affect transfer of the Liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.

15.8 The Bidder shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Law(s) that are relevant for the sale of Assets of the Company. The Successful Bidder shall be responsible for obtaining the requisite regulatory or statutory or third-party approvals, no-objections, permission, or consents, if any, that are or may be required under Applicable Law(s) in respect of the sale of Assets on the basis of slump sale / set of assets collectively as contemplated in the E-Auction Process Document.

16 GOVERNING LAW AND JURISDICTION

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

17 TIMETABLE OF E-AUCTION PROCESS

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

Sr No.	Event	Slump Sale Deadline (Date)	Set of Assets Collectively Deadline (Date)

1.	Public Notice of Sale by E-Auction *(Including availability of E-Auction Process Document and other relevant documents)*	26-06-2026	26-06-2026
2.	Last date for submission of Eligibility Documents by Bidders from the date the Public Notice of Sale by E-Auction *(Bid Application Form, Affidavit, Confidential Undertaking,and other relevant documents as specified in this E-Auction Process Document)*	03-07-2026	03-07-2026
3.	Access to the Data Room and Due Diligence of the Corporate Debtor and/or the Assets of the Corporate Debtor by the Bidders/Auction Process Applicants *(Including Virtual Data Room Access and Information Sharing with the Bidders / Auction Process Applicants)*	Upon submission of the Eligibility Documents	Upon submission of the Eligibility Documents
4.	Inspection and Facilitation to conduct a site visit of the Corporate Debtor *(Site Visits, Discussion Meetings)*	From 04-07-2026 to 08-07-2026	From 04-07-2026 to 08-07-2026
5.	Earnest Money Deposit (EMD) from Bidders/ Auction Process Applicants, through the Baanknet auction platform.	09-07-2026	09-07-2026
6.	**"E-Auction Date"** for submission of Bids by the Prospective Bidders/ Auction Process Applicants, registered on the E-Auction Platform (https://ibbi.baanknet.com/eauction-ibbi)	13-07-2026 Time of Auction: 2:30 P.M. to 3:30 P.M. *(with unlimited extension of 5 minutes till 04:30 P.M.)*	15-07-2026 Time of Auction: 2:30 P.M. to 3:30 P.M. *(with unlimited extension of 5 minutes till 04:30 P.M.)*
7.	Declaration of Highest Bidder	14-07-2026	16-07-2026
8.	Due diligence and verification of the eligibility of the Highest Bidder. (within 3 days of declaration of Highest Bidder)	17-07-2026	19-07-2026
9.	SCC/ CoC meeting	20-07-2026	22-07-2026
10.	Declaration of Successful Bidder	23-07-2026	25-07-2026
11.	Issuance of Letter of Intent (LOI) and Declaration of Final Bidder	24-07-2026	27-07-2026
12.	Unconditional Acceptance of the LOI by the Successful Bidder	27-07-2026 or within 3	30-07-2026 or within 3

		days of the issuance of the LOI which ever is earlier	days of the issuance of the LOI which ever is earlier
13.	Full payment of the balance Sale within 30 days of the issuance of the LOI.	23-08-2026	26-08-2026

17.2 While the timeline for submission of the Bid Application Form as specified in the above table can be extended at the sole discretion of the Liquidator. Access to the Data Room, documentation, additional information and Site Visits will be granted only upon the request made by the auction participant to the Liquidator.

17.3 Prospective Bidders should regularly visit the website(s)/link(s) mentioned in Public Advertisement to keep themselves updated regarding clarifications, amendments and/or extension of time, if any.

18 MISCELLANEOUS

18.1 The information in this E-Auction Process Document and any information provided earlier or subsequently, whether verbally or in documentary or any other form by or on behalf of the Liquidator, which does not purport to be comprehensive, is provided by the Company and has not been independently verified by the Liquidator or his professional advisors. While this information has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, his professional advisors, the Company or by any of their respective officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this E-Auction Process Document or any other written or oral information made available to any interested Bidder(s) or its advisers and any such liability is expressly disclaimed

18.2 The Assets of the Corporate Debtor are to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis”. The proposed sale of Assets of the company does not entail the transfer of any title except the title which the Company had on the assets as on the date of transfer, i.e. relinquished assets being part of the Liquidation Estate of the Corporate Debtor. However, if any asset that should have been transferred to the Successful Bidder is found in the possession of the Company, the Liquidator shall take all reasonable efforts to promptly transfer such asset to the Successful Bidder, post completion of the sale. The interested Bidders are advised to ascertain all statutory liabilities/ taxes/ demands/ claims/ maintenance fees/ stockpiling charges/ colocation costs/ electricity and water charges etc., outstanding as on date or yet to fall due in respect of the relevant Assets to be sold on the basis of slump sale / the set of assets collectively.

18.3 If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, or is found to be ineligible to submit bid under Section 29A of the Code, the Liquidator reserves the right to reject such Bid and/or cancel the Letter of Intent (if issued) and forfeit the Earnest Money Deposit. The Bidder shall be solely responsible for such disqualification based on its declarations in the Bid.

18.4 The Bidder(s) hereby agrees and releases the Liquidator and his representatives, advisors etc. 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 set out under this E-Auction Process Document, and/or in connection with the E-Auction Process, and waives any rights and/or claims the Bidder(s) may have in this respect, whether actual or contingent, whether present or in future.

18.5 The Liquidator, in its sole discretion and without incurring any obligation or liability or cost, reserves the right, at any time, to;

(a) suspend and/or cancel the E-Auction Process and/or amend and/or supplement the E-Auction Process or modify the dates or other terms and conditions set out in this E-Auction Process Document;
(b) consult with any Bidder(s) in order to receive clarifications or further information;
(c) retain any information and/or evidence submitted to the Liquidator/ his representatives, by, on behalf of, and/or in relation to any Bidder;
(d) cancel or disqualify the Bid submitted by any Bidder at any stage of the E-Auction Process;
(e) restart the E-Auction Process as per the discretion of the Liquidator, and even post issuance of LOI;
(f) 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;
(g) accept any Bid, conduct subsequent rounds of auction as per the terms deemed fit by the Liquidator.

19 CLARIFICATIONS

19.1. While the data/information provided in this E-Auction Process Document, Email and/ or the Data Room, has been prepared and provided in good faith, the Liquidator and his representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidders by any act or omission on their part.

19.2. A Bidder requiring any clarification on this E-Auction Process Document, for submission of the Bid or on the Corporate Debtor shall email such request for clarification to Email ID: liqnipmanfastener@gmail.com/ liqnipmanfastener@myyahoo.com.

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19.3. The Liquidator 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 E-Auction Process Document shall be granted for not having received a response to clarifications sought from the Liquidator. Nothing contained herein shall be considered or read as compelling or requiring the Liquidator and/or his representatives to respond to any query or to provide any clarification to the queries raised by a Bidder. The Liquidator and his representatives will not be held responsible for any delay in response or non-response to clarifications raised by the Bidders.

19.4. The Liquidator and/or his representatives may issue interpretations and clarifications on this E-Auction Process Document or in relation to the Bidding process to the Bidder(s). All clarifications and interpretations issued by the Liquidator, or his representatives, shall be deemed to be part of this E-Auction Process Document if provided in writing.

ANNEXURE - I
TECHNICAL TERMS OF THE E-AUCTION PROCESS

1 INTRODUCTION TO E-AUCTION PROCESS

1.1 The E-Auction of the Assets of the Corporate Debtor shall be conducted in accordance with the provisions of the Insolvency and Bankruptcy Code (IBC), 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (Liquidation Process Regulations) by Mr. Dharmendra Kumar, Liquidator of M/s. Nipman Fastener Industries Private Limited in Liquidation.

1.2 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'' through the approved E-Auction service provider **Baanknet**.

1.3 E-Auction Sale Notice and E-Auction Process Document containing Annexures and Formats that are required to be submitted for participating in the E-Auction are availableon the website of the E-Auction Service Provider (https://ibbi.baanknet.com/eauction-ibbi) and on the webpage of the Company (https://nfipl.stellarinsolvency.com).

2. REGISTRATION OF PROSPECTIVE BIDDERS

2.1 The Eligibility Criteria of the Bidder participating in the sale of Assets of the Company have the meaning term ascribed in Clause 5 of theE-Auction Process Document. The Last date for submission of Eligibility Documents and other supporting documents along with supporting documents, is as per Clause 17 of the E-Auction Process Document.

2.2 Bidders must register with the E-auction service provider Baanknet Listing and Auction Portal, and should open a Buyer's registration https://ibbi.baanknet.com/eauction-ibbi and after going to the link, interested Bidders have to search for the Company's name **"Nipman Fastener Industries Private Limited ".** Intending Bidders should have a valid email ID, a valid PAN and KYC documents to register with the Auction Service Provider. Only upon verification of the online form and deposit of EMD will the bidders be permitted to access the Platform for Bidding.

2.3 It is also clarified that the Liquidator/ Corporate Debtor or the E-Auction Service Provider will incur no liability and will not be liable to provide any reasons in connection with the cancellation of registration of any Bidder on the Portal or denying access to any Bidder to this E-Auction Process. The E-Auction Service Provider shall assist in the process of registration and all queries/ issues in relation to the registration may be directed by the Bidders to the E-Auction Service Provider and not the Liquidator. It is clarified that the E- Auction Service Provider, the Liquidator and his Representatives shall not incur any liability on account of any problems related to registration of the Bidders on the Portal. It is clarified that any expenses relating to the registration process will be borne by the Bidders and that the Liquidator or the Company will not be liable to pay or reimburse the same.

2.4 Instructions and steps related to the process of registration, details of contact persons ofthe E-Auction Service Provider and list of information/ documents required by the E- Auction Service Provider from the Bidders for the purpose of registration, will be hostedon the website of the E-Auction Service Provider prior to commencement of registration on the Portal, at https://ibbi.gov.in/en/home/psb-alliance, so that the Bidder(s) can share such documents/ information with the E- Auction Service Provider. It is clarified that this list of documents/ information hosted onthe website may not be an exhaustive list, and that the E-Auction Service Provider may require any Bidder(s) to furnish further documents/ information or clarification as it may deem fit for the purpose of successful registration.

2.5 The registration on the Portal shall be completed by the Bidders at the time of submission of eligibility documents to participate in the auction process for the sale of the Corporate Debtor. The registration on the auction portal has to be done by the Bidder(s) only, and no liability shall be incurred by the Liquidator, Corporate Debtor or the E-Auction Service Provider in this regard.

3. PARTICIPATING IN E-AUCTION PROCESS

3.1 The Prospective Bidders may submit their Bids for purchasing the assets of the Company on the basis of slump sale/ set assets collectively of the Corporate Debtor in terms of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. The details are as follows:

Particulars of Asset	Reserve Price (in INR)	Initial Earnest Money Deposit (in INR)	Incremental Value (in INR)
Sale of Assets of the Corporate Debtor in Slump Sale in terms of clause (b) & (c) of regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. **Date and Time of Auction: 13th July 2026 (Monday) at 02:30 P.M. to 03:30 P.M. (with unlimited extension of 5 minutes till 04:30 P.M.)**			
LOT 1 Sale of the Assets of the Company in Slump Sale *(including Land & Building, Plant & Machinery, and Securities & Financial Assets, Vehicles, Inventory)* Slump Sale includes all the assets of the Company as listed below under the head "Set of Assets Collectively" i.e. from Lot 2 to Lot 5.	**106,38,45,029**	**5,31,92,251**	**53,19,225**
Sale of Assets of the Corporate Debtor as **Set of Assets Collectively** in terms of Regulation 32(c) of the Liquidation Regulation **Date and Time of Auction: 15th July 2026 (Wednesday) at 02:30 P.M. to 03:30 P.M. (with unlimited extension of 5 minutes till 04:30 P.M.)**			
LOT 2 **SALE OF FASTENER PLANT AT BAWAL** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 163-164-165, Phase-1, Sector-3, Industrial Estate IMT Bawal, Bawal, Haryana – 123001 Area: 12,000 Sq. Mtr.	**41,62,99,805**	**2,08,14,990**	**20,81,499**

Type Leasehold Allotment Year 2012 Construction/ Acquisition Year 2014 Geo-Location https://maps.app.goo.gl/JoQQpYkDfkJ6qJAz6 Located Near • NH-48 (formerly NH-8). • 14 KM from Rewari. • 60 KM from Gurugram. • 100 LM from Delhi. Connectivity • Good Road Connectivity. • 15 KM from Rewari Railway Station. • 78 KM from IGI Airport. • 90 KM from New Delhi Railway Station.			
LOT 3 **SALE OF FASTENER PLANT AT HARIDWAR** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address Plot No. 9, Khasra No. 1814, 1815, 1816, Industrial Park-II, Phase-I, Village-Salempur Mehdood-II, Roorkee, Haridwar – 249402 Area 7,675 Sq. Mtr. Construction/ Acquisition Year 2008 Geo Location https://maps.app.goo.gl/Mys8LS8Wm1oXzy3q7 Located Near • 500 Mtr from Main Road. Connectivity • Good Road Connectivity. • 14 KM from Haridwar Railway Station. • 24 KM from Roorkee Railway Station.	**24,66,30,043**	**1,23,31,502**	**12,33,150**
LOT 4 **SALE OF PLANT AT GHAZIABAD** *(Manufacturing Unit includes Land and Building)* Address Plot no. C-198 , Yadav Nagar, Industrial Area, Bulandshahr Road, Ghaziabad, Uttar Pradesh - 201009 Area 5,616 Sq. Mtr. Type Leasehold Construction/ Acquisition Year 2014	**23,90,14,181**	**1,19,50,709**	**11,95,070**

Geo Location: https://maps.app.goo.gl/eWyZMRczpTibo6h17 Located Near Connectivity: • 500 Mtr from Main Road. • Good Road Connectivity. • 30 KM from New Delhi Railway Station. • 42 KM from IGI Airport.			
LOT 5 **SALE OF OFFICE AT JASOLA** *(Office Space in DLF Tower)* Address: 1003,1004,1005 and 1006, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi - 110044 Area: 4338 Sq. Ft. Construction/ Acquisition Year: 2010 Geo Location: https://maps.app.goo.gl/E25mQH4GphWvtDRt9 Located Near Connectivity: • 500 Mtr from Main Road. • Good Road Connectivity. • 15 KM from New Delhi Railway Station. • 21 KM from IGI Airport.	**8,35,06,500**	**41,75,325**	**4,17,533**

3.2 The sale of assets of the Company on the basis of slump sale/ set of assets collectively shall take place through online E-Auction Platform of the E-Auction Service provider, Baanknet via website https://ibbi.baanknet.com/eauction-ibbi on Monday, 13th July, 2026 Time: 02:30 P.M. to 3:30 P.M. 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 E-Auction till 4:30 P.M. for the bidders participating for the said E-auction, and on Wednesday, 15th July, 2026 Time: 02:30 P.M. to 3:30 P.M. 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 E-Auction till 4:30 P.M. for the bidders participating for the said E-auction. The highest Bid amount (not below the Reserve Price) at any given point shall be visible to other Prospective Bidders. The Prospective Bidder may improve their offer in multiple of "Bid Incremental Value". The highest Bidder in the E-Auction shall be informed through electronic mode by the E-Auction Services Provider.

3.3 After the conclusion of the E-Auction, the Highest Bidder shall be intimated through a message generated automatically by the Portal of the outcome of the E-Auction. However,the Liquidator shall decide the Successful Bidder, and separate intimation shall be sent to the Successful Bidder by the Liquidator in accordance with the E-Auction Process Document. Date of sending the E-mail by the Liquidator will be considered as the date of receipt of the intimation to the Successful Bidder, i.e., Date of Intimation.

3.3 The Prospective Bidder(s) shall be solely responsible for all consequences arising out of the Bid submitted by him/her (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Corporate Debtor/ E-Auction Service Provider. Hence, Prospective Bidder(s) are cautioned to be careful to check the Bid amount and alter/rectify their Bid if required before confirming the Bid submitted.

3.4 All Bids placed are legally valid Bids and are to be considered as Bids from the Prospective Bidder(s) themselves. Once the Bid is placed, the Prospective Bidder(s) cannot reduce or withdraw the Bid for whatever reason. If done so, the EMD amount shall be forfeited at the sole discretion of the Liquidator. The highest Bid on the E-Auction shall supersede all the previous Bids of the respective Prospective Bidder(s). The Prospective Bidder(s) with the highest Bid do not get any right to demand acceptance of their Bid.

3.6 The attention of Prospective Bidders is invited to the fact that the Bidders cannot place a Bid for a value below the Reserve Price, and such Bid will stand automatically disqualified. The Bid once submitted cannot be withdrawn, and in case of non-participation in the E-Auction after submission of the Bid, such Bid will be presumed to be given at the Reserve Price at the discretion of the Liquidator. The E-Auction Service Provider shall then register such Bid itself in such event as directed by the Liquidator.

3.7 The Successful Bidder shall deposit the Sale Consideration (after adjustment of the EMD) in the form and manner as prescribed in this E-Auction Process Document and the Liquidation Process Regulations. On payment of the full amount of the Sale Consideration, the sale shall stand completed, and the Liquidator shall execute the Certificate of Sale, and the subject matter of the sale shall be delivered to the Successful Bidder in the manner specified in the terms of such Certificate of Sale.

4 OTHER TERMS AND CONDITIONS

4.1 Neither the Liquidator nor Nipman Fastener Industries Private Limited will be held responsible for any internet network problem/ power failure/ any other technical lapses/failure, etc. In order to ward off such a contingent situation, the Prospective Bidders are requested to ensure that they are technically well-equipped with adequate power back-up, etc., for successfully participating in the E-Auction Process.

4.2 The Liquidator reserves the right to alter, modify or relax any of the terms and conditions mentioned in this E-Auction Process Document in the interest of the liquidation processof the Company. Any such alteration, modification or relaxation shall be binding on the interested Bidders.

4.3 Placement of a conditional Bid will be treated as invalid. Correspondence about any change /modification in the offer after submission of the bid will not be entertained. Bids not received in the prescribed manner or below the Reserve Price or incomplete in any respect orunsigned or not accompanied by NEFT/RTGS/Bank Transfer for the requisite EMD are liable to be summarily rejected at the sole discretion of the Liquidator.

4.4 The sale shall be subject to the provisions of IBC, 2016, and Liquidation Process Regulations made thereunder.

4.5 Capitalised terms not defined herein shall have the same meaning as provided in the E- Auction Process Document.

ANNEXURE - II

BID APPLICATION FORM

Date:

To,
Mr. Dharmendra Kumar,
Liquidator of Nipman Fastener Industries Private Limited in Liquidation
IBBI Registration No. IBBI/IPA-003/IP-N00112/2017-2018/11264
Project Address and Email ID:
Stellar Insolvency Professionals LLP
C/o Stellar Insolvency Professionals LLP
310, New Delhi House, 27, Barakhamba Road,
New Delhi – 110 001
E-mail: kumard36@hotmail.com/ liqnipmanfastener@gmail.com/ liqnipmanfastener@myyahoo.com

Ref: Advertisement Published in Financial Express Delhi NCR Edition (English Daily), Jansatta Delhi NCR Edition (Hindi Daily) on 26-06-2026, on the webpage of the Corporate debtor https://nfipl.stellarinsolvency.com and on the website of Baanknet https://ibbi.baanknet.com/eauction-ibbi for sale of assets on slump sale basis/ set of assets collectively for sale of Nipman Fastener Industries Private Limited in Liquidation.

I/We/ M/s am desirous of participating in the E-Auction conducted by the Liquidator on behalf of the **Nipman Fastener Industries Private Limited** ("Company" or "Corporate Debtor") as given below:

Particulars of Asset	Reserve Price (in INR)	Initial Earnest Money Deposit (in INR)	Incremental Value (in INR)
Sale of Assets of the Corporate Debtor in Slump Sale in terms of clause (b) & (c) of regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. **Date and Time of Auction: 13th July 2026 (Monday) at 02:30 P.M. to 03:30 P.M.** **(with unlimited extension of 5 minutes till 04:30 P.M.)**			
LOT 1 Sale of the Assets of the Company in Slump Sale *(including Land & Building, Plant & Machinery, and Securities & Financial Assets, Vehicles, Inventory)* Slump Sale includes all the assets of the Company as listed below under the head "Set of Assets Collectively" i.e. from Lot 2 to Lot 5.	**106,38,45,029**	**5,31,92,251**	**53,19,225**
Sale of Assets of the Corporate Debtor as **Set of Assets Collectively** in terms of Regulation 32(c) of the Liquidation Regulation **Date and Time of Auction: 15th July 2026 (Wednesday) at 02:30 P.M. to 03:30 P.M.** **(with unlimited extension of 5 minutes till 04:30 P.M.)**			

<u>LOT 2</u> **SALE OF FASTENER PLANT AT BAWAL** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 163-164-165, Phase-1, Sector-3, Industrial Estate IMT Bawal, Bawal, Haryana – 123001 Area: 12,000 Sq. Mtr. Type: Leasehold Allotment Year: 2012 Construction/ Acquisition Year: 2014 Geo-Location: <u>https://maps.app.goo.gl/JoQQpYkDfkJ6qJAz6</u> Located Near: • NH-48 (formerly NH-8). • 14 KM from Rewari. • 60 KM from Gurugram. • 100 LM from Delhi. Connectivity: • Good Road Connectivity. • 15 KM from Rewari Railway Station. • 78 KM from IGI Airport. • 90 KM from New Delhi Railway Station.	**41,62,99,805**	**2,08,14,990**	**20,81,499**
<u>LOT 3</u> **SALE OF FASTENER PLANT AT HARIDWAR** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 9, Khasra No. 1814, 1815, 1816, Industrial Park-II, Phase-I, Village-Salempur Mehdood-II, Roorkee, Haridwar – 249402 Area: 7,675 Sq. Mtr. Construction/ Acquisition Year: 2008 Geo Location: <u>https://maps.app.goo.gl/Mys8LS8Wm1oXzy3q7</u> Located Near: • 500 Mtr from Main Road. Connectivity: • Good Road Connectivity. • 14 KM from Haridwar Railway Station. • 24 KM from Roorkee Railway Station.	**24,66,30,043**	**1,23,31,502**	**12,33,150**

LOT 4 **SALE OF PLANT AT GHAZIABAD** *(Manufacturing Unit includes Land and Building)* Address: Plot no. C-198 , Yadav Nagar, Industrial Area, Bulandshahr Road, Ghaziabad, Uttar Pradesh - 201009 Area: 5,616 Sq. Mtr. Type: Leasehold Construction/ Acquisition Year: 2014 Geo Location: https://maps.app.goo.gl/eWyZMRczpTibo6h17 Located Near Connectivity: • 500 Mtr from Main Road. • Good Road Connectivity. • 30 KM from New Delhi Railway Station. • 42 KM from IGI Airport.	**23,90,14,181**	**1,19,50,709**	**11,95,070**
LOT 5 **SALE OF OFFICE AT JASOLA** *(Office Space in DLF Tower)* Address: 1003,1004,1005 and 1006, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi - 110044 Area: 4338 Sq. Ft. Construction/ Acquisition Year: 2010 Geo Location: https://maps.app.goo.gl/E25mQH4GphWvtDRt9 Located Near Connectivity: • 500 Mtr from Main Road. • Good Road Connectivity. • 15 KM from New Delhi Railway Station. • 21 KM from IGI Airport.	**8,35,06,500**	**41,75,325**	**4,17,533**

I/We /M/s.______________________the Bidder/s, do hereby state that, I/we/M/s. __________________ have read the E- Auction Process Document dated 26-06-2026 and the terms and conditions of Bid and the above Public Advertisement(s) and understood them fully. I/We/M/s.______________________ hereby unconditionally agree to conform with and to be bound by the said conditions. My/Our details required from the Bidders are given 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		
	(c)	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	
		(Provide an authority letter in case of a partnership firm/LLP/or any other legalentity, and board resolution in a 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)				

DECLARATION

1. I/We/M/s.______________________________________Further declare that I/We/M/s. ______________________________intend to purchase the Assets of the Company on the basis of slump sale / set of assets collectively from the Liquidator on "**AS IS WHERE IS BASIS''**, "**AS IS WHAT IS BASIS**, "**WHATEVER THERE IS BASIS''** And **"NO RECOURSE BASIS''** for our/ its own use/business and that the information revealed by me/us in this Bid Application Form is true and correct to thebest 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 of IBC and an Affidavit for the same is enclosed herewith.

3. I/We/M/s________________certify and confirm that I/We/M/s. ____________________am/are eligible to be a Bidder, in accordance with the Eligibility criteria laid down in the E-Auction ProcessDocument dated 26-06-2026.

4. I/We/M/s.____________________also enclose copies of the required KYC documents. We request you to kindly verify the same and arrange with the E-Auction Platform for the issue of User ID and Password for us to enable us to take part in the E-Auction.

5. 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 EMD paid by me/us or any monies paid by me/us are liable to be forfeited by the Liquidator and the Liquidator is at liberty to annul the offer made to me/us at any point of time.

6. I / We, the Bidder (s) aforesaid, do hereby state that I / We have read the entire terms and conditions for the sale of assets as specified in the E-Auction Process Document dated 26-06-2026 and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-Auction Process.

7. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards Sale Consideration shall be/have been made by me/us as against my/our Bid and that the particulars of remittance and all other information shall be/have been provided by me/us in the Earnest Money Deposit Form. I / We understand that the EMD of all Bidders shall be retained by the E-auction Service Provider and returned as stated in the E-Auction Process Document. I / We state that I / We have fully understood the terms and conditions therein and agree to be bound by the same.

8. I/We /M/s.______________________also agree that after my/our offer given in my/our Bid for purchase of the Assets of the Corporate Debtor on the basis of slump sale / on the basis of set of assets collectively is accepted by the Liquidator, if I/We/M/s. ____________________fail to accept the terms and conditions of this E-Auction Process Document 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 E-Auction Process Document and Letter of Intent, the EMD and other monies paid by me/us along with the Bid and thereafter is liable to be forfeited by the Liquidator and that the Liquidator has also a right to proceed against me/ us for specific performance of the contract.

9. The timeline for payment of full and final Sale Consideration may be extended by the sole discretion of the Liquidator, to the extent permissible under the applicable laws and regulations. In case the full and final Sale Consideration is not paid within the timeline, the liquidator shall forfeit EMD and other monies paid till that point in time.

10. I / We confirm that our participation in the E-Auction Process, submission of Bid or acquisition of the Assets of the Corporate Debtor on the basis of slump sale / set of assets collectively pursuant to the provisions of the E- Auction Process Document will not conflict with, or result in a 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.

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

12. I/We also undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and/ or additions or deletions to the time of E-Auction of assets/business/company being offered for sale.

13. I/We confirm that the Company and its employees shall not be liable and responsiblein any manner whatsoever for my/our failure to access and Bid on the E-Auction Platform due to any unforeseen circumstances, etc., before or during the E-Auction event.

14. I/We/M/s. ______________will not claim any interest from the date of submission of EMD or other monies in case the E-Auction Process of sale is delayed for any reason.

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

Place:
Date:
Signature of the Bidder

(______________________________)
[Rubber stamp of the proprietor/company/firm]
Name Designation
Enclosures:

a. 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 authorised representative bidding in case of any Bidder otherthan a proprietorship firm given under point 1(C)(III).
d. Affidavit under section 29A.

e. Confidentiality Undertaking
f. Copy of the resolution passed by the board of directors of the Auction Participant (in case the Auction Participant is a company)
g. Copy of CIBIL Report and Net Worth Certificate.
h. Copy of the Memorandum and Articles of Association and Certificate of Incorporation or other equivalent organizational document (as applicable in the case of the jurisdiction of incorporation of the prospective Bidder and, in case the prospective Bidder is a special purpose vehicle set up for submitting the Bid, of the Parent Company), includingamendments, if any, certified by the company secretary, or equivalent or a director of the prospective Bidder (as an annexure to this Format)
i. If the prospective Bidder is a consortium, then a copy of the Memorandum and Articles of Association and Certificate of Incorporation or other equivalent organisational document (as applicable in the case of a foreign company), including their amendments of each of the consortium members (certified by the company secretary or a director) (as an attachment to this document).
j. Annual report or audited financial statements of the prospective Bidder, Parent Company and corporate guarantor, if applicable, for the preceding 3 (three) years.
k. Please provide details in the following format for directors of the prospective Bidder, and in case the prospective Bidder is a special purpose vehicle set up for submitting the Bid, provide

details of directors of the Parent Company as per the format below:

Name	Designation	Identification Nos. (DIN, PAN)	Full Address	Other Directorships

The prospective Bidder shall submit a photocopy of 'Know Your Customer' (KYC) details for each of the Directors. Please confirm if any of the above have been disqualified to actas a director under the provisions of the Companies Act, and if so, please share all relevant details of the same.

l. Details of Ownership Structure of the prospective Bidder (in case the prospective Bidder is a listed company, please provide details of persons owning 10% (ten per cent)or more of the total paid up equity of the prospective Bidder).

m. Please provide details of Parent Company, ultimate Parent and Group Companies of the prospective Bidder and corporate guarantor (if any corporate guarantee constitutes partof the Bid), and their respective business activity. The determination of the relationship of Parent Company, Ultimate Parent and/or the Group Companies of the prospective Bidder shall be as on the date of submission of the Bid Application Form;

n. Please provide a list of persons acting jointly, persons acting in concert and connected persons (as per Section 29A). Please also explain the relationship of the prospective Bidder with all connected persons. The Liquidator may request a credit opinion/ CIBIL Reports of connected persons as appropriate. [In case of any exemption available, please explain the same.

ANNEXURE - III

Affidavit by the Bidder in respect of Section 29A

(To be notarised on non-judicial stamp paper)

[To be submitted by each Bidder and in case the Bidder is a consortium, then to be submitted by each member of such consortium]

ON RS. 100/- STAMP PAPER

I,__________________ _____________[name of the chairman/ managing director/ director/authorised person of prospective bid applicant, authorised by the Board of the Bidder for giving such affidavit, son of____________, aged about____________________years, currently residing at _________________and having Aadhaar/ Passport number ______________, on behalf of___________________________(“**Bidder**”), do solemnly affirm and state to Mr. Dharmendra Kumar (IBBI Registration No IBBI/IPA-003/IP-N000112/2017-2018/11264.) (“**Liquidator**”), the liquidator of **Nipman Fastener Industries Private Limited** (“**Corporate Debtor**”), as follows:

1. That I am duly authorised and competent to make and affirm the instant affidavit for and on behalf of the Bidder in terms of the resolution of its board of directors/ power of attorney to provide other necessary details of such authorisation. The said document is true, valid and genuine to the best of my knowledge, information and belief.

2. That the Bidder is not ineligible under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”) to submit a bid application for the purchase of **Nipman Fastener Industries Private Limited** or its Assets or its Business.

3. That none of the Bidder or any person acting jointly or in concert with the Bidder:

(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;

(c) at the time of submission of the bid application 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 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 liquidation of the Corporate Debtor.

(d) has been convicted for any offence punishable with imprisonment –

i. for 2 (two) years or more under any Act specified under the Twelfth Schedule of the IBC;

or

ii. for 7 (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;

(f) is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securities market;

(g) has been a promoter or in the management or control of a company 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 the IBC;

(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 IBC 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), where 'connected person' means:

i. any person who is the promoter or in the management or control of the Bidder; 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 sale of the Corporate Debtor under this E-Auction; or

iii. the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii).

4. That the Bidder unconditionally and irrevocably represents and confirms that it is eligible under the terms and provisions of the IBC (read with the relevant regulations framed there under) to submit an application and it shall provide all documents, representations and information as may be required by the Liquidator to substantiate that the Bidder is eligible under the IBC to submit an application in respect of purchase of **Nipman Fastener Industries Private Limited** as going concern.

5. That the Bidder unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required by the Liquidator to verify the statements made under this affidavit.

6. That the Bidder understands that the Liquidator may evaluate the Bid Application Form and the accompanying/ supporting documents to be submitted by the Bidder or any other person acting jointly with it, and such evaluation shall be on the basis ofthe confirmations, representations and warranties provided by the Bidder under thisaffidavit.

7. If, at any time after the submission of this affidavit and before the declaration of the Successful Bidder under the e-auction process of **Nipman Fastener Industries Private Limited** by the Liquidator under the IBC, the Bidder becomes ineligible to be a Bidder as per the provisions of the IBC (and in particular Section 29Aof the IBC), the fact of such ineligibility shall be forthwith brought to the attention of the Liquidator.

Solemnly affirmed at _________

on the_________day of___________2026

DEPONENT

Before me,
Notary/Oath Commissioner

VERIFICATION:

I,______________________________[name of the chairman/ managing director/ director/authorised person of Bidder, authorised by the Board of the Bidder 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 aboveaffidavit are true, correct and complete to the best of my knowledge and nothing materialhas been concealed therein.

Verified at_________________, on this the__________day of_____________2026

DEPONENT

ANNEXURE - IV

CONFIDENTIALITY UNDERTAKING

(To be notarised on non-judicial stamp paper)

ON RS. 100/- STAMP 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 authorised signatory/authorised representative ("Bidder"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Dharmendra Kumar, an Insolvency Professional having Registration no IBBI/IPA-003/IP-N000112/2017-2018/11264.

WHEREAS **Nipman Fastener Industries Private Limited**, a company registered under the Companies Act, 1956 (thereafter referred as the "**Company**") is undergoing liquidation vide order no. C.P. No. IB-908(ND)/2022 dated 08.01.2026, passed by Hon'ble NCLT, Delhi, passed by the Hon'ble National Company Law Tribunal, Delhi, but the order was uploaded in the NCLT portal on 20th Jan 2026. Pursuant to which Mr Dharmendra Kumar, having IBBI Registration no. IBBI/IPA-003/IP-N000112/2017-2018/11264 was appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of **Nipman Fastener Industries Private Limited**.

WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction process in respect of Sale of Assets of the Company on the basis of slump sale/ set of assets collectively, in accordance with the provisions of E-Auction Process Document dated 26-06-2026 and provisions of Insolvency and Bankruptcy Code, 2016("**IBC**") read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("Liquidation Process Regulations").

WHEREAS the Liquidator is required to share certain data, documents in relation to the Company 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 undueloss to itself or any other person and comply with the requirements under IBC and Liquidation 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 E-Auction Process Document or accessed through the Data Room which shall mean the virtual data room maintained by the Liquidator, created for the Prospective Bidders to access information in relation to the Company ("Data Room") or any other data shared by the Liquidator, 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 contain, or are 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 orundue loss to itself, the Company, Liquidator 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 Company 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 liquidation process of the Company, 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 securedat 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 the Sale of the Corporate Debtor provided under Process Memorandum and the Liquidation ProcessRegulations;

    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 or through the access of the Data Room and shall use its bestendeavors 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 Company, all information related to disputes by or against the Company and other matter pertaining to the Company; 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, advisor, agent, or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the 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 agree and acknowledge that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the Process Memorandum/ Data Room. The Bidder(s) further agree and acknowledge that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company 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 Liquidator 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 Liquidator may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.

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 tribunals of Mumbai shall have exclusive jurisdiction over matters arising outof or relating to this Confidentiality Undertaking.

10. Capitalised 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) AuthorisedSignatory
Date:
Place:
Note- In case of a consortium, this undertaking is to be executed by each of the members

ANNEXURE – V

EARNEST MONEY DEPOSIT FORM

Date:

To,
Mr. Dharmendra Kumar,
Liquidator of Nipman Fastener Industries Private Limited (In Liquidation)
IBBI Registration No. IBBI/IPA-003/IP-N00112/2017-2018/11264
Project Address and Email ID:
Stellar Insolvency Professionals LLP
C/o Stellar Insolvency Professionals LLP
310, New Delhi House, 27, Barakhamba Road,
New Delhi – 110 001
E-mail: kumard36@hotmail.com/ liqnipmanfastener@gmail.com/ liqnipmanfastener@myyahoo.com

Ref: Advertisement Published in Financial Express Delhi NCR Edition (English Daily), Jansatta Delhi NCR Edition (Hindi Daily) on 26-06-2026, on the webpage of the Corporate debtor https://nfipl.stellarinsolvency.com and on the website of Baanknet https://ibbi.baanknet.com/eauction-ibbi for sale of assets on slump sale basis/ set of assets collectively for sale of Nipman Fastener Industries Private Limited in Liquidation.

I/We/ M/s am desirous of participating in the E-Auction by the Liquidator on behalf of **Nipman Fastener Industries Private Limited** ("Company" or "Corporate Debtor") is given below:

Particulars of Asset	Reserve Price (in INR)	Initial Earnest Money Deposit (in INR)	Incremental Value (in INR)
Sale of Assets of the Corporate Debtor in Slump Sale in terms of clause (b) & (c) of regulation 32 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016. **Date and Time of Auction: 13th July 2026 (Monday) at 02:30 P.M. to 03:30 P.M. (with unlimited extension of 5 minutes till 04:30 P.M.)**			
LOT 1 Sale of the Assets of the Company in Slump Sale *(including Land & Building, Plant & Machinery, and Securities & Financial Assets, Vehicles, Inventory)* Slump Sale includes all the assets of the Company as listed below under the head "Set of Assets Collectively" i.e. from Lot 2 to Lot 5.	**106,38,45,029**	**5,31,92,251**	**53,19,225**
Sale of Assets of the Corporate Debtor as **Set of Assets Collectively** in terms of Regulation 32(c) of the Liquidation Regulation **Date and Time of Auction: 15th July 2026 (Wednesday) at 02:30 P.M. to 03:30 P.M. (with unlimited extension of 5 minutes till 04:30 P.M.)**			

<u>LOT 2</u> **SALE OF FASTENER PLANT AT BAWAL** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 163-164-165, Phase-1, Sector-3, Industrial Estate IMT Bawal, Bawal, Haryana – 123001 Area: 12,000 Sq. Mtr. Type: Leasehold Allotment Year: 2012 Construction/ Acquisition Year: 2014 Geo-Location: https://maps.app.goo.gl/JoQQpYkDfkJ6qJAz6 Located Near: • NH-48 (formerly NH-8). • 14 KM from Rewari. • 60 KM from Gurugram. • 100 LM from Delhi. Connectivity: • Good Road Connectivity. • 15 KM from Rewari Railway Station. • 78 KM from IGI Airport. • 90 KM from New Delhi Railway Station.	**41,62,99,805**	**2,08,14,990**	**20,81,499**
<u>LOT 3</u> **SALE OF FASTENER PLANT AT HARIDWAR** *(Manufacturing Unit includes Land and Building, Plant and Machinery, Inventory, and Vehicles)* Address: Plot No. 9, Khasra No. 1814, 1815, 1816, Industrial Park-II, Phase-I, Village-Salempur Mehdood-II, Roorkee, Haridwar – 249402 Area: 7,675 Sq. Mtr. Construction/ Acquisition Year: 2008 Geo Location: https://maps.app.goo.gl/Mys8LS8Wm1oXzy3q7 Located Near: • 500 Mtr from Main Road. Connectivity: • Good Road Connectivity. • 14 KM from Haridwar Railway Station. • 24 KM from Roorkee Railway Station.	**24,66,30,043**	**1,23,31,502**	**12,33,150**

LOT 4 **SALE OF PLANT AT GHAZIABAD** *(Manufacturing Unit includes Land and Building)* Address: Plot no. C-198 , Yadav Nagar, Industrial Area, Bulandshahr Road, Ghaziabad, Uttar Pradesh - 201009 Area: 5,616 Sq. Mtr. Type: Leasehold Construction/ Acquisition Year: 2014 Geo Location: https://maps.app.goo.gl/eWyZMRczpTibo6h17 Located Near Connectivity: • 500 Mtr from Main Road. • Good Road Connectivity. • 30 KM from New Delhi Railway Station. • 42 KM from IGI Airport.	**23,90,14,181**	**1,19,50,709**	**11,95,070**
LOT 5 **SALE OF OFFICE AT JASOLA** *(Office Space in DLF Tower)* Address: 1003,1004,1005 and 1006, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi - 110044 Area: 4338 Sq. Ft. Construction/ Acquisition Year: 2010 Geo Location: https://maps.app.goo.gl/E25mQH4GphWvtDRt9 Located Near Connectivity: • 500 Mtr from Main Road. • Good Road Connectivity. • 15 KM from New Delhi Railway Station. • 21 KM from IGI Airport.	**8,35,06,500**	**41,75,325**	**4,17,533**

I/We /M/s.____________________the Bidder/s, do hereby state that, I/we/M/s. __________ have read the E- Auction Process Document dated 26-06-2026 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.

I / We have submitted the Bid Application Form and the particulars of remittance of the EMD to be furnished are being provided 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	

I/We request you to kindly verify the same and arrange with the E-Auction Platform for theissue of User ID and Password to enable us to take part in the E-Auction.

I /We/M/s.______________________________will not claim any interest from the date of submission of Earnest Moneyin case the process of sale is delayed for any reason.

I/ We understand that the Earnest Money of all Bidders shall be retained by the E-auction service provider and returned only after the conclusion of the E-Auction Process as per the timelines mentioned in the E-Auction Process Document. I/We state that I/We have fully understoodthe terms and conditions therein and agree to be bound by the same.

The general terms and conditions of E-Auction are received, read and acceptable to me/us.

NOTE: Each page of this form shall be duly signed by the bidder.
Place:
Date:
Signature of the Bidder
(M/s.____)
[Rubber stamp of the proprietor/company/firm]

FORMAT - 1

BOARD RESOLUTION

(On the letterhead of the Bidder)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF____________________________[Insert Name of the Company] IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the E-Auction Process Document for the sale of Assets on the basis of slump sale/ set of assets collectively for sale of assets of **Nipman Fastener Industries Private Limited** (In Liquidation) dated 26-06-2026, issued by Mr Dharmendra Kumar (IBBI Registration No IBBI/IPA-003/IP-N000112/2017-2018/11264.) ("**Liquidator**"), the Liquidator of **Nipman Fastener Industries Private Limited** , the Company being a prospective Bidder is desirous of submitting a Bid Application Form for the purchase of Assets of **Nipman Fastener Industries Private Limited** and/or **Nipman Fastener Industries Private Limited** in accordance with the requirements of the E-Auction Process Document dated 26-06-2026 published on the website of the Corporate Debtor https://nfipl.stellarinsolvency.com and on the E-Auction portal https://ibbi.baanknet.com/eauction-ibbi and participating in the E-Auction Process. In view of the above, the Board has resolved as follows:

"**RESOLVED THAT** the draft of the Bid Application Form placed before us is hereby Approved for submission to the Liquidator of **Nipman Fastener Industries Private Limited** , in accordance with the terms of the E-Auction Process Document."

"RESOLVED THAT Mr./Ms._____________________, be and is hereby authorised to takeall the steps required to be taken by the Company for the submission of the Bid ApplicationForm in accordance with the terms of the E-Auction Process Document, including the following:

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

(b) Execute all other agreements, deeds, forms, writings, affidavits and power of attorney as may be required in relation to the E-Auction Process Document, any amendments or modifications thereto as may be suggested by the Liquidator of **Nipman Fastener Industries 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 E-Auction Process Document;

(c) Submit necessary clarifications or information in relation to the Bid Application Form, as may be required in accordance with the E-Auction Process Document by the Liquidator;

(d) Submit the Bids in the E-Auction and pay such amounts and consideration, in the manner as may be agreed with the Liquidator, in accordance with the procedure set out under theE-Auction Process Document.

(e) 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 furnishedas may be required, under the signature of [the Company Secretary/ any two of the Directors of the Company]."

Certified to be true
For the Company

____
Director/Company Secretary

Schedule of Assets

A. **Sale of the Corporate Debtor on Slump Sale basis,** wherein all the Assets of the Company including Land and Building, Plant and Machinery, and Securities and Financial Assets (inc. Inventory, Brand Name, etc) are offered for sale.

The plants of the Company are located at Bawal (Haryana), Haridwar (Uttarakhand), and Ghaziabad (Uttar Pradesh), while the corporate office is located at Jasola (Delhi). The Relevant details are provided below:

a. Bawal Plant admeasuring 12,000 Sq. Mtr. is located at Plot No. 163-164-165, Phase-1, Sector-3, Industrial Estate IMT Bawal, Bawal, Haryana – 123001, includes Land and Building, and Plant and Machinery (inc. Inventory and Vehicles at the site).
b. Haridwar Plant admeasuring 7,675 Sq. Mtr. is located at Plot No. 9, Khasra No. 1814, 1815, 1816, Industrial Park-II, Phase-I, Village-Salempur Mehdood-II, Roorkee, Haridwar – 249402, includes Land and Building, and Plant and Machinery (inc. Inventory and Vehicles at the site)
c. Ghaziabad Plant admeasuring 5,616 Sq. Mtr. is located at Plot no. C-198 , Yadav Nagar, Industrial Area, Bulandshahr Road, Ghaziabad, Uttar Pradesh - 201009, includes Land and Building. (the Plant is under illegal possession of PTC Engineering India Private Limited and the matter is pending before Hon'ble NCLT)
d. Jasola Office admeasuring 4338 Sq. Ft. is located at 1003,1004,1005 and 1006, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi – 110044, including Building (office space), furniture and fixture.
e. Accumulated Losses, Unabsorbed Depreciation, Brand Name, Trade Receivables, and other Securities and Financial Assets.

B. **Sale of the Set of Assets of the Corporate Debtor Collectively,** as follows:

a. Bawal Plant admeasuring 12,000 Sq. Mtr. is located at Plot No. 163-164-165, Phase-1, Sector-3, Industrial Estate IMT Bawal, Bawal, Haryana – 123001, includes Land and Building, and Plant and Machinery (inc. Inventory and Vehicles at the site).
b. Haridwar Plant admeasuring 7,675 Sq. Mtr. is located at Plot No. 9, Khasra No. 1814, 1815, 1816, Industrial Park-II, Phase-I, Village-Salempur Mehdood-II, Roorkee, Haridwar – 249402, includes Land and Building, and Plant and Machinery (inc. Inventory and Vehicles at the site)
c. Ghaziabad Plant admeasuring 5,616 Sq. Mtr. is located at Plot no. C-198 , Yadav Nagar, Industrial Area, Bulandshahr Road, Ghaziabad, Uttar Pradesh - 201009, includes Land and Building. (the Plant is under illegal possession of PTC Engineering India Private Limited and the matter is pending before Hon'ble NCLT)
d. Jasola Office admeasuring 4338 Sq. Ft. is located at 1003,1004,1005 and 1006, 10th Floor, DLF Jasola Tower B, Plot No. 11, DDA Distt. Centre, Jasola, New Delhi – 110044, including Building (office space), furniture and fixture.

C. The aforementioned Set of Assets in Point B does not include Securities and Financial Assets except Inventory and vehicle as mentioned above. The Securities and Financial Assets form part of Point A above and in case of failure of Sale in Point A above it will be sold separately