

Detailed Sale Process Document for Sale of Singapore Inventory of Compuage Infocom Limited (India Registration No. L99999MH1999PLC135914) and its Branch Office Compuage Infocom Limited (Singapore Branch) (UEN No. T15FC0104C)

Invitation of bids for sale of Inventory lying at Third Party Warehouse, M/s Paltrans Logistics PTE Ltd, 11, Tuas Bay Close, #08-01/06 West Star, Singapore, of Compuage Infocom Limited (in CIRP) (“CIL” or “Company” or “Corporate Debtor”) under the provisions of Insolvency and Bankruptcy Code, 2016. Pursuant to the Order of Court dated 19.02.2025 granted by the Singapore High Court (i.e., HC/ORC 932/2025), CIL’s Resolution Professional is empowered to take all actions reasonably necessary for the administration, realization and sale of all of CIL’s assets in Singapore.

Date of Public Announcement

08th May, 2025

Last Date for submission of Bid

07th June, 2025

Issued by:

Mr. Gajesh Labhchand Jain

Resolution Professional

IP Registration No. IBBI/IPA-001/IP-P-01697/2019 -2020/12588

Foreign Representative within the meaning of the Model Law

COMPUAGE INFOCOM LIMITED

Undergoing Corporate Insolvency Resolution Process (CIRP) in accordance with Insolvency and Bankruptcy Code, 2016

Registered Office of the Corporate Debtor: 309, A to Z Industrial Estate Ganpatrao Kadam Marg Lower Parel, Mumbai, Mumbai, Maharashtra, India - 400013

Email ID: cirp.compuage@gmail.com

Date: 08th May, 2025

Introduction:

1. A petition bearing number CP(IB)329/MB/2023 seeking *inter alia* initiation of the corporate insolvency resolution process of (“**CIRP**”) Compuage Infocom Limited (“**CIL**” or “**Company**” or “**Corporate Debtor**”) was filed by Plus Plus Unified Engaugement Services Private Limited under Section 7 of the Insolvency and Bankruptcy Code, 2016 (“**Code**” or “**IBC**”) (as prevalent in India) before the Hon’ble National Company Law Tribunal, Mumbai Bench (“**Adjudicating Authority**” or “**NCLT**”). The said petition was admitted by the NCLT *vide* order dated 02.11.2023 (“**CIRP Order**”) thereby initiating the CIRP of the Corporate Debtor, and Mr. Arun Kapoor was appointed as the Interim Resolution Professional (“**IRP**”). CIL also has a branch office in Singapore bearing UEN No. T15FC0104C (“**CIL Singapore Branch**”)
2. Further, the Hon’ble NCLT, Mumbai Bench has passed an order dated 29.04.2024 (*order received on 09.05.2024*), to replace IRP Mr. Arun Kapoor (IBBI/IPA-003/IP-N00030/2017-18/10230) and has appointed Mr. Gajesh Labhchand Jain (Registration no. IBBI/IPA-001/IP-P-01697/2019-2020/12588) as new Resolution Professional (“**RP**”) under the IBC in the CIRP of the Company, having its Registered Office at Unit No. 309 A to Z Industrial estate, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013.
3. The RP had filed an application with the Singapore High Court (“**SHC**”) on 05.12.2024, under case number HC/OA 1272/2024, seeking recognition of the ongoing CIRP of Compuage Infocom Limited (India) in Singapore under the UNCITRAL Model Law on Cross-Border Insolvency as adopted in Singapore by way of Part 11 and the Third Schedule of the Insolvency, Restructuring and Dissolution Act 2018 (“**IRDA**”) (the “**Model Law**”).
4. Accordingly, on 19.02.2025, SHC has granted an order for recognition of the ongoing CIRP of Compuage Infocom Limited (India) in Singapore as a foreign main proceeding within the meaning of Article 2(f) of the Model Law and Mr. Gajesh Labhchand Jain, the RP of the Company appointed pursuant to the NCLT order dated 29.04.2024, be recognized by the Singapore Courts and in Singapore as a foreign representative within the meaning of Article 2(i) of the Model Law.
5. The SHC *vide* said order dated 19.02.2025 also granted like powers to RP in relation to the Company’s property and assets (and any proceeds thereof) as are available to a Singapore’s insolvency officeholder under Singapore Insolvency Law.
6. Accordingly, all moveable assets (including unsold inventory) and records belonging to the Company and its branch office(s) including CIL Singapore Branch, are to be vested with the RP and the RP be granted the power to take all actions reasonably necessary for the administration, realisation and sale of all or part of the Inventory in relation to CIL Singapore Branch.
7. In the course of the CIRP, the Committee of Creditors (“**CoC**”) of the corporate debtor/company, which consists of the financial creditors of the company plays a pivotal role in decision-making. The CoC of the Company in its 10th meeting held on 19.09.2024, approved the sale of inventory of the Company at the CIL Singapore Branch. Accordingly at the directions of the CoC, the RP is desirous of conducting the sale of inventory lying at the CIL Singapore Branch. The final decision for approving such sale will be done by the CoC. The RP in consultation with the CoC, will assess the proposals received during Sale Process and reserves the right to determine at sole discretion, whether or not the bidder qualify for the submission of the proposal and may reject the proposal without assigning any reason whatsoever.

8. This Sale Process Document is issued only for the Interested Bidders.
9. Terms and conditions, deadlines etc. for participating in the Sale Process are provided in the Sale Process Document.
10. Other details with respect to the Sale Process are as follows:

| | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Seller | Compuage Infocom Limited (through RP, Gajesh Labhchand Jain) |
| Annexures | <p><u>Part I: Documents to be accessed and submitted by the Bidder(s) prior to Site Visit, in terms of Clause 6 (F)(A) (for declaring the Qualified Bidder)</u></p> <p>Annexure 1 Bid Application Form (to be duly filled in and signed by the Bidder and is to be submitted)</p> <p>Annexure 2 Affidavit certifying eligibility under Section 29A of IBC by the Bidder (to be duly filled in and signed by the Bidder and submitted along with the Bid Application Form)</p> <p>Annexure 3 Confidentiality Undertaking</p> <p>Annexure 4 Board Resolution (if any)</p> <p><u>Part-II: Documents to be submitted by Qualified Bidder(s) after Site Visit, in terms of Clause 6 (F)(B):</u></p> <p>Annexure 5 Terms and Conditions of Commercial Offer</p> <p>Annexure 6 Description of inventory lying at the CIL Singapore Branch (“Singapore Inventory” or “Inventory”)</p> |
| Additional Instructions | <p>The RP invites Bids from the Bidder(s) by way of submission of best offer price for sale of Assets of the Corporate Debtor.</p> <p>Any last-minute bidding may lead to lapses or mistakes. The RP shall not be responsible for any lapses/ inability of the Bidder to submit the Bids due to any reason whatsoever. It is advisable to submit the Bids well before the prescribed Timeline and avoid last minute submissions.</p> <p>Submission of Bids by Bidder(s) does not amount to sale of Assets. The RP, after receiving the Bids will evaluate and present the same before the CoC.</p> <p>CoC reserves the right to negotiate with the Qualified Bidders to achieve best outcome from this Sale Process. CoC have the discretionary rights to engage in negotiations/ discussions with the Qualified Bidders who have submitted their Bid in Sale Process.</p> <p>Pursuant to CoC being satisfied that the offer of Bidder(s) is/are acceptable, the RP may declare the Successful Bidder for any Asset(s)/ class of Asset(s).</p> <p>This right of selecting and declaring the Successful Bidder(s) shall solely rest with the RP, in consultation with the CoC.</p> |

11. The details for the Sale Process are also available on the website of the Corporate Debtor <https://compuageindia.com/>

The documents for participating in the Sale Process have to be submitted via email at: cirp.compuage@gmail.com

DISCLAIMER

1. *This Process Document for invitation for Bids for sale of the Inventory is issued by Mr. Gajesh Labhchand Jain, the RP appointed by NCLT, in the CIRP of the Company, for purpose of dissemination of general information only.*
2. *The purpose of this document is to lay out the process for submitting the Bids for sale of the Inventory or part thereof.*
3. *This document is not a statutory document, and it has not been approved or registered with any regulatory or statutory authority of Government of India, or any State Government, or the Government of Singapore. Nothing herein or in materials relating to the Process Document of invitation for Bids for sale of Inventory or part thereof should be construed as legal, financial, accounting, regulatory or tax advice by the Resolution Professional or its advisor(s).*
4. *It is to be noted that no information being provided in this Process Document, claims to be comprehensive; independent due diligence of the intended users of this document or the Bidder(s) is highly recommended.*
5. *This Process Document and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the RP.*
6. *Neither the RP, nor his inter alia supporting team or his consultants, or advisors, shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this Process Document for invitation of Bid for sale of Inventory or part thereof , including for the Bidder/Interested Bidder/Qualified Bidder/Bid Participant not being selected as a Successful Bidder or on account of any decision taken by the RP.*
7. *Further, apart from the provisions set out in this Process Document, the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC and the regulations thereunder as well as all laws in force that are or may be applicable to the Bidder, or the Sale Process and for obtaining requisite regulatory approval.*
8. *It is to be noted that by procuring a copy of this Process Document, the recipient accepts the terms of this Disclaimer, which forms an integral part of this Process Document and part of all the other terms and conditions of this Process Document.*
9. *Under no circumstances shall the Bidders make any contact, direct or indirect, by any mode whatsoever, with the Company, the CIL Singapore Branch or any of its employees based in India or Singapore, as the case maybe, until the RP gives his written permission.*
10. *The Inventory of the CIL Singapore Branch are proposed to be sold on “as is where is basis” “as is what is” “whatever there is” and “without recourse” basis.*
11. *The Bidder/Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its Bid or any document 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 RP or any other costs incurred in connection with or relating to its Bid or in relation to this Sale Process.*

12. *This Process Document for sale of Inventory or part thereof is neither an agreement nor an offer by the RP to the Bidders or any other person. The objective of this Process Document is to provide interested parties with information that may be useful to them in making their Bids or submitting documents in relation to the Sale Process as envisaged hereunder. It may be noted that the assumptions, assessments, statements and information contained in the Process Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Process Document and may get independent advice from appropriate sources.*

13. *Information provided in this Process Document to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The RP or its advisors accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the Process Document.*

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1. IMPORTANT INFORMATION.

1. This Process Document has been issued for the purpose of sale of Inventory or part thereof of the CIL Singapore Branch of the Company in accordance with the provisions of the IBC and the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Process) Regulations, 2016 (“**CIRP Regulations**”).
2. The information contained in this Process Document or subsequently provided to Bidder(s), whether verbally or in document or any other form by or on behalf of the RP, in relation to the Sale Process as envisaged hereunder or otherwise, is provided to Bidder(s) on the terms and conditions as set out in this Process Document.
3. The RP may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Process Document.
4. The issuance of this Process Document does not imply that the RP is bound to select a Bidder or to appoint the preferred Bidder as Successful Bidder for the sale of Inventory or part thereof of the CIL Singapore Branch of the Company and the RP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
5. The Annexures to this Process Document shall form an integral part hereof and this Process Document shall always be read in conjunction with the Annexures appended hereto.
6. In case of any inconsistency between the clauses of Sale Notice and this Process Document, the provisions of this Process Document shall prevail.
7. The Inventory 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 Inventory does not entail transfer of any title except the title which the Company or the CIL Singapore Branch had on its Inventory/Assets as on date of transfer. The RP does not take or assume any responsibility for any shortfall or defect or shortcoming in the Inventory of the Corporate Debtor.
8. The Interested Bidder shall bear all its costs and charges associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RP or any other costs incurred in connection with or relating to its Bid.

2. KEY DEFINITIONS

“**Adjudicating Authority**” or “**NCLT**” shall mean the Hon’ble National Company Law Tribunal, Mumbai Bench.

“**Affiliate**” means any Person which, alone or together with any other Person, directly or indirectly through one or more intermediaries:

- (a) Controls the Interested Bidder;
- (b) is Controlled by the Interested Bidder; or
- (c) is under common Control with the Interested Bidder.

“**Affidavit**” shall mean the affidavit certifying eligibility under section 29A of IBC provided by the Bidder substantially in form and manner as set out in Annexure 2 of this Process Document.

“**Applicable Laws**” means, all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the Code, CIRP Process Regulations, Companies Act, 2013 (as applicable), , Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this Process Document or thereafter and each as amended from time to time.

“**Assets**” or “**Asset(s)**” or “**Asset**” means the Inventory (part and in full) of the Corporate Debtor lying at Third Party Warehouse of M/s Paltrans Logistics PTE Ltd, 11, Tuas Bay Close, #08-01/06 West Star, Singapore as specified in Annexure-6 of this Process Document.

“**Bid**” means any bid/financial proposal/commercial offer submitted by the Qualified Bidder as required in terms of this Process Document and in accordance with the provisions of IBC read together with the CIRP Process Regulations.

“**Bidder**” means, Person or Persons who submitted a bid as per the Process Document; and shall include an Interested Bidder, or the Qualified Bidder or the Successful Bidder and as the context requires.

“**CIL Singapore Branch**” means the branch office of CIL based in Singapore bearing UEN No. T15FC0104C.

“**CIRP**” means corporate insolvency resolution process as per the provisions of the Code.

“**CIRP Order**” means the order dated 02.11.2023 passed by Hon’ble NCLT thereby admitting CIL into CIRP and appointing the IRP of CIL in accordance with the provisions of the Code, and regulations framed thereunder.

“**CIRP Regulations**” or “**CIRP Process Regulations**” means, the Insolvency and Bankruptcy Board of India (Corporate Insolvency Resolution Process) Regulations 2016 as amended from time to time.

“**CoC**” means the Committee of Creditors of CIL.

“**Code**” or “**IBC**” shall mean Insolvency and Bankruptcy Code, 2016 and regulations framed thereunder, as amended from time to time.

“**Company**” or “**Corporate Debtor**” or “**CIL**” shall mean Compuage Infocom Limited (In CIRP).

“**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 similar nature : any commercial and/ or financial information, improvement, know how, intellectual property, discoveries, ideas,

concepts, papers, techniques, model, data, documentation, manuals, flow charts, research, process, procedures, functions, and other information related to price lists and pricing policies and other information which company identifies to be confidential at the time of disclosure to the relevant qualified.

“Confidentiality Undertaking” shall mean an undertaking as specified in Annexure 3 of this Process Document.

“Conflict of Interest” shall mean an event or circumstance, determined at the discretion of the Resolution Professional, 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.

“Control” together with its grammatical variations, when used with respect to any Person shall mean the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, shareholders’ agreements, voting agreements, by contract or otherwise; provided that, in any event: (i) the direct or indirect ownership of more than 25% (twenty five per-cent) of the voting securities of a Person; or (ii) the right to appoint and/or remove the majority of the members of the board of directors or other governing body of a Person, shall be deemed to constitute Control of such Person.

“Eligible Bidder” or **“Qualified Bidder”** shall mean an Interested Bidder who completed the eligibility check formalities to the satisfaction of the Resolution Professional and who the Resolution Professional has notified as accepted by the Resolution Professional as a Qualified Bidder and who are eligible in terms of this Process Document, provisions of Code and provisions of the CIRP Regulations.

“EoI” means the expression of interest(s) in relation to the Sale Process as envisaged under this Process Document;

“Interested Bidder” shall mean any person or persons who have submitted the request letter for participation along with signed Bid Form, notarized and apostilled affidavit, signed declaration, and other necessary documents to complete the eligibility check formalities to the satisfaction of the Resolution Professional.

“Inventory” or **“Singapore Inventory”** means the inventory lying at the CIL Singapore Branch.

“IRDA” means the Insolvency, Restructuring and Dissolution Act 2018 as prevalent in Singapore.

“IRP” means the interim resolution professional as appointed in accordance with the provisions of the Code.

“Model Law” means the UNCITRAL Model Law on Cross-Border Insolvency as adopted in Singapore by way of Part 11 and the Third Schedule of the IRDA.

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

“**Process Information Document**” or “**Sale Process Document**” or “**Process Document**” or “**Process Memorandum**” means this document including all the annexures hereto, 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 Code and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms thereof.

“**Public Advertisement**” shall mean an announcement inviting an expression of interest from the Bidders, who shall submit their Bid to participate in the sale of Inventory of the Company in accordance with the provisions of IBC.

“**Resolution Professional**” or “**RP**” means an insolvency professional appointed as a Resolution Professional in accordance with Section 23 of the IBC.

“**Sale Process**” means the steps being undertaken by the RP for the sale of Inventory to the Successful Bidder as envisaged under this Process Document.

“**Seller**” means, Compuage Infocom Limited (under CIRP) acting through the Resolution Professional.

“**SHC**” means the Singapore High Court.

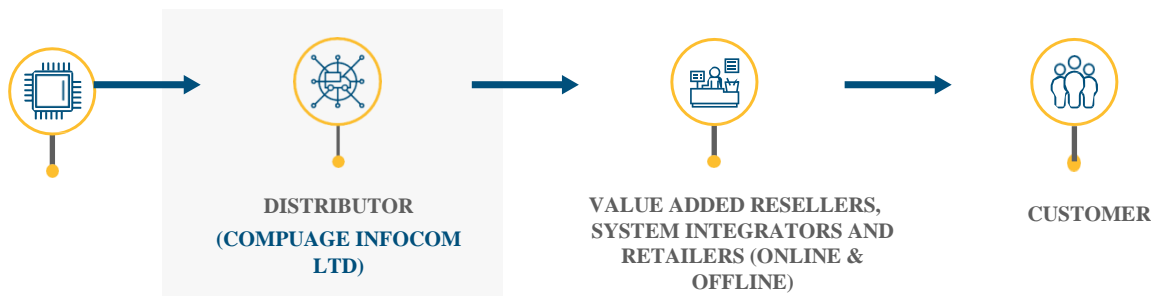
“**Successful Bidder**” shall mean the Qualified Bidder whose bid is approved and who is declared as such by the Resolution Professional at the end of the determined Sale Process.

Capitalized/Highlighted terms used herein but not defined otherwise shall have meaning prescribed to them under the provisions of the Code and the regulations framed thereunder.

3. OVERVIEW OF THE CORPORATE DEBTOR/COMPANY

Founded in 1987 by Mr. Atul Mehta, CIL is a distribution intermediary of technology products and solutions like PC components and peripherals, enterprise solutions, mobility products, hardware services and cloud-computing. The company manages the entire supply chain of IT products right from procurement, warehousing, technical support, transportation, and credit deployment.

VALUE CHAIN



CIL was in the business of distribution of technology products and services. It had dealership of marquee brands like ASUS, HP, CISCO, Microsoft, and tens of others bring their products to the markets through 10,000+ resellers. It also used to offer warranty services as a value addition.

SNAPSHOT OF THE COMPANY

| | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name | COMPUAGE INFOCOM LIMITED |
| ROC Code | Registrar of Companies – Mumbai |
| CIN | L99999MH1999PLC135914 |
| Date of Incorporation | 27 th July, 1999 |
| Class of Company | Public |
| Whether listed or not | listed |
| Key activity | Compuage is in the business of distribution of technology products and services |
| Registered Office (India) | 309, A to Z Industrial Estate Ganpatrao Kadam Marg Lower Parel, Mumbai, Mumbai, Maharashtra, India - 400013 Google Map Link: https://maps.app.goo.gl/8on9NDqR9Hg2xGUt7 |

Singapore Branch Details:

| | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Name | Compuage Infocom Limited (Singapore Branch) |
| UEN No. | T15FC0104C |
| Registration Date | 30.07.2015 |
| Company Type | Foreign Company Branch |
| Status of Company | Live Company |
| Registered Office Address | 180B Bencoolen Street, #12-05, The Bencoolen, Singapore 189648 https://g.co/kgs/789eqnA |

4. ASSETS TO BE SOLD THROUGH THE SALE PROCESS.

The CoC of the Company in its 10th CoC meeting dated 19.09.2024 has approved the sale of Inventory of CIL Singapore Branch of the Company.

Further, SHC *vide* order dated 19.02.2025 has also *inter alia* given permission to the RP for undertaking the sale of the Inventory.

The sale of Inventory of the Company is being undertaken in the ordinary course of business on “as is where is”, “as is what is”, “whatever there is” and “no recourse basis”.

| Option | Description of Asset(s) along with address |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | Inventory consisting of Hardware lying at Third Party Warehouse M/s Paltrans Logistics PTE Ltd , 11, Tuas Bay Close, #08-01/06 West Star, Singapore |

Notes:

- (a) **The inventory does not include items/ goods/ material/ inventory/ stock supplied by Commscope India Private Limited as the matter with respect to the said inventory is sub-judice with Hon’ble NCLT Mumbai and Hon’ble High Court of Bombay.**
- (b) **In the event that any creditor of the Company submits a Bid during this Sale Process, they are required to pay the entire Bid amount in full. It is important to note that no set-off provisions will be allowed, meaning that creditors cannot set-off/ adjust/deduct any outstanding debts or claims from the amount they owe towards the Bid in relation to this Sale Process. In case they decide to do so then the sale of the Inventory shall be liable to be cancelled and any funds submitted by any of the Interested Bidder or the Bidder shall be forfeited by the RP.**
- (c) *Brief description of Inventory is provided in Annexure 6 of this Process Document.*
- (d) *Information available with the RP is on bona fide basis. It is clarified that the RP makes no representation regarding the accuracy or the status of the Asset(s)/ class of Asset(s) of the Company, and the details regarding the same. The particulars of the Asset(s)/ class of Asset(s) of the Company specified in the table have been stated as per best knowledge available with the RP. The Bidder(s) are advised to make their own independent inquiries regarding the Company and its Asset(s)/ class of Asset(s). The Bidder(s) may submit the best offer price and subsequently acquire the Asset(s)/class of Asset(s), upon being declared as Successful Bidder.*
- (e) *The RP reserves the right to amend the key terms of the Sale Process including at its sole discretion, to the extent permissible under the Applicable Laws. Accepting/rejecting any or all the Bids is at the sole discretion of the RP without assigning any reason whatsoever.*

5. TIMELINES.

The following timelines shall apply to the Process Document. The timelines may be amended by the RP through issuance of an addendum to the Process Document:

| Sr. No. | Event | Timeline | Date |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------|
| 1 | Public Announcement | (T) | 08 th May, 2025 |
| 2 | Availability of Process Memorandum (to be given to Bidder on receiving request for the same via mail) | (T) | 08 th May, 2025 |
| 3 | a) Submission of Bid Documents (<i>Annexure 1 to 4</i>) b) Declaration of Qualified Bidders (<i>One day to three days will be taken after submission of bid documents</i>) c) Information sharing, site visits and discussion (<i>Access to be given only to Qualified Bidders</i>) | (T) to (T+28) | 05 th June, 2025 |
| 4 | Submission of Bids by Qualified Bidders (Annexure 5 & 6) | (T+30) | 07 th June, 2025 |
| 5 | Initiation of discussion/negotiation with CoC | - | To be announced |
| 6 | Declaration of Successful Bidder after approval received from CoC Members | - | To be announced |
| 7 | Term of Payment | - | To be announced |

Note - Above timelines are indicative and the RP reserves the right to modify the same by giving notice of the same (at the earliest) to Interested Bidders, and Qualified Bidders who have complied with requirements of this Process Document. Any information about amendments /extension of any of the Timelines under this Clause 5 of this Process Document will be communicated to such Qualified Bidders. Accepting/rejecting any or all the Bids is at the sole discretion of the RP, and the RP may do so without assigning any reason(s) whatsoever.

6. TERMS AND CONDITION OF THE SALE PROCESS.

A. Introduction

Expressions of Interest (“**EOIs**”) are invited from Interested Bidders in the form of Bid document for sale of the Inventory of the CIL Singapore Branch of the Company.

B. Nature and object of the Sale Process

Sale Process is with the object of facilitating a free, fair and transparent sale of the Assets of the Company for achieving best-possible recovery, and maximized value of the Company.

C. Caution to Bidders

The Sale Process will be conducted on “as is where is basis”, “as is what is”, “whatever there is basis” and “no recourse basis”.

Bidders are advised to go through all the terms and conditions in relation to the Sale Process as provided under this Process Document and also in the notice of sale before participating in the bidding/Sale Process.

The Sale Process shall entitle the Successful Bidder to all the rights of the incumbent holder in respect of the Assets/Inventory. Details of the Assets as stated in the notice of sale and under this Process Document are as per the details available with the RP and neither the RP nor its consultants, advisors, etc. shall, in any way, be responsible for any variation in the extent of the Assets due to any reason.

The RP shall provide all necessary assistance for the conduct of due diligence by Interested Bidders. The information and documents shall be provided by the RP in good faith. The Bidders may note that the RP would not have verified any of the information, data or documents shared and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data in relation to the Sale Process.

It shall be deemed that by participating in the Sale Process, the Bidder has:

- (a) made a complete and careful examination of this Process Document and notice of sale and unconditionally and irrevocably accepted the terms thereof;
- (b) familiarized itself with the order(s) of the competent authority(ies);
- (c) reviewed all relevant information provided by the RP, as may be relevant to the Sale Process;
- (d) satisfied itself about all matters regarding the Sale Process required for submitting an informed bid in accordance with this Process Document and performance of all its obligations hereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Process Document or ignorance of any of the matters related to the Sale Process shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the RP or its advisors; and agreed to be bound by the undertakings provided by it under and in terms hereof.

D. Eligibility/Pre-Bid Qualifications

An Interested Bidder shall not be eligible to submit a Bid in relation to this Sale Process if it fails to meet the eligibility criteria in accordance with Section 29A of the Code and regulations framed thereunder (as amended from time to time).

Only those Bidders who meet the eligibility criteria mentioned above may be considered/short listed by the RP to participate in the Sale Process. The Bidders which do not meet the criteria shall be rejected at the discretion of the RP, without providing any reason or incurring any liability.

Section 29A of the Code (as on date of issuance of this Process Document) is reproduced below for ease of reference:

“29A. Persons not eligible to be 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 undischarged insolvent;*
- (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);*
- (c) at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:*

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

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

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

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

- (d) has been convicted for any offence punishable with imprisonment –*
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or*
 - (ii) for seven years or more under any law for the time being in force:*

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

- (e) *is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):*
- Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;*
- (f) *is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;*
- (g) *has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:*
- Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;*
- (h) *has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;*
- (i) *is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or*
- (j) *has a connected person not eligible under clauses (a) to (i)*

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

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

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

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion

or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date:

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

- (a) *a scheduled bank;*
- (b) *any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;*
- (c) *any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);*
- (d) *an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) *an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) *such categories of persons as may be notified by the Central Government.*

E. Participation Details:

| | |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submission of Expression of Interest | Bidders may participate in the Sale Process by sending their EoI via e-mail, in the prescribed format along with necessary Bid Document(s) as provided under Clause 6 (F) (A) of this Process Document. The same must reach the office of RP on or before 05 th June, 2025, 06:00 PM (IST), through e-mail. e-mail: cirp.compuage@gmail.com |
| Declaration of Qualified Bidders | The RP shall verify the documents submitted by the Bidders as per the provisions of IBC and this Process Memorandum, and shall declare Qualified Bidder(s) |
| Information sharing, site visits and Discussion Meeting | After declaration of the Qualified Bidder(s), the RP will allow/ permit site visit/ discussion meetings. Please note that site visit will be permitted only to the Qualified Bidder(s). |

| | |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Submission of Bid | The Qualified Bidder(s) shall submit the Bid through e-mail in the prescribed format along with necessary Bid Document(s) as provided under Clause 6 (F) (B) of this Process Memorandum. |
| Negotiations by the CoC with Qualified Bidders | <p>Submission of Bids by Qualified Bidders does not amount to completion of the Sale Process. The RP, after receiving the Bid will evaluate and present the same before the CoC.</p> <p>CoC reserves the right to negotiate with the Qualified Bidders to achieve best outcome from the Sale Process. CoC have the discretionary rights to engage in negotiations/ discussions with the Qualified Bidders who have submitted their Bid in the Sale Process.</p> <p>The Qualified Bidder will also get an opportunity to submit the revised Bid after having discussion with the CoC.</p> <p>The details regarding the process of negotiations with the Qualified Bidders shall be provided separately in advance to the Qualified Bidder(s) by the RP, after consultation with the CoC.</p> |
| Declaration of Successful Bidder | Pursuant to CoC being satisfied that the offer submitted by the Qualified Bidder(s) is acceptable, the RP shall declare the Successful Bidder for the sale of Inventory. This right of selecting and declaring the Successful Bidder(s) shall solely rest with the RP, and the same may consult on this aspect with the CoC. |
| Other Conditions | <p>Non-submission of the requisite documents by the Bidder on or before the last date stipulated in this document shall lead to the disqualification from participation in the Sale Process.</p> <p>The payment terms by the Successful bidder and other terms and conditions for completing the sale shall be shared with the bidders in due course.</p> |

For purpose of Sale Notice and Process Document containing Bid Document(s) including forms, affidavit, declaration, and general terms and condition the Bidder(s) are requested to e-mail the RP on:

email- cirp.compuage@gmail.com ; or contact at Mobile: +91 9167108835.

F. Documents to be submitted by Interested/ Qualified Bidders

(A) For becoming eligible as Qualified Bidder to Conduct Site Visit:

- (1) A Bidder shall submit the duly filled and signed Bid Application Form provided under Annexure 1 (“Bid Application Form”) with respect to this Sale Process along with:
 - (a) Latest audited financial statements
 - (b) KYC Documents as mentioned below:
 - passport duly attested

- copy of the tax identification number;
 - In case the copy of the tax identification number is not available with the Bidder, an affidavit stating the reason for not holding a valid tax identification number on a stamp paper of requisite value in lieu of the tax identification number shall be submitted.
- (c) Other necessary documents to complete the eligibility check formalities;
- (2) **Annexure 2-** Affidavit certifying eligibility under Section 29A of IBC by the Bidder
- (3) **Annexure 3** Confidentiality Undertaking
- (4) **Annexure 4** Board Resolution (if any)

The RP reserves the right to call for original know your customer (“KYC”) documents listed above anytime during, or after the period of this Sale Process. The RP shall send an email for such request to such Bidder(s), who in turn, shall produce the required original documents within 5 (five) days of receipt of such email.

Additionally, at any stage of the Sale Process, the RP may ask for any additional document(s) from the Bidders to evaluate their eligibility.

The RP shall disqualify the Bidder for non-submission of the requested document(s) in accordance with the Timelines specified under Clause 5 of Process Memorandum in respect of Sale of Assets i.e., the Inventory of the Corporate Debtor.

The Bidder may use additional sheets to submit the information for its detailed response.

Additionally, at any stage of the Sale Process, the RP may ask for any additional document(s) from the Bidders including the Qualified/Successful Bidders to evaluate their eligibility. The RP may disqualify the Bidder(s) including the Qualified Bidder(s) for non-submission of the requested documents.

(B) After conducting Site Visit:

- (1) **Annexure 5** Terms and Conditions of Commercial Offer
- (2) **Annexure 6** Description of Inventory

G. Declaration of Qualified Bidder

- (a) On submission of the Bid Document(s) as provided under Clause 6 (F) (A) in this Process Memorandum, and upon verification of the Bid Document(s), the RP shall shortlist the Qualified Bidder. Only upon submission of all the requested document(s),

and found eligible by the RP in terms of this Process Memorandum, the Bidder shall qualify as Qualified Bidder and shall be eligible for site visit/inspection, request for documents pertaining to Asset(s) for the purpose of conducting due diligence, discussion meeting etc.

- (b) The RP shall verify the details mentioned in the Bid Document(s) along with document(s) submitted:
 - (i) in accordance with this Process Memorandum, and pursuant to other terms and conditions mentioned herein; and
 - (ii) adherence of Timelines specified in the Process Memorandum.
- (c) Pursuant to such verification, the RP shall notify the Bidders (via email) regarding their eligibility to participate in the Sale Process for the Sale of Assets i.e., the Inventory of the CIL Singapore Branch of the Corporate Debtor/Company.
- (d) Such Bidders who are declared by the RP as eligible to participate in the Sale Process, shall hereinafter be referred to as the Qualified Bidders. It is clarified that only a Qualified Bidder shall be entitled to submit a Bid.

H. Inspection of Assets/ Inventory/ Site Visit

- (i) If requested by the Qualified Bidder, the RP may arrange a discussion meeting and a site visit at any time prior to the closure of the Sale Process. The detailed terms and conditions with respect to the discussion meeting and site visit shall be communicated to the Qualified Bidder in advance or as per date(s) mentioned in the Notice. The RP reserves the right to not arrange a discussion meeting or site visit for any reason whatsoever, irrespective of the request of the Qualified Bidder. Qualified Bidder (in relation to the site visit) will be provided with a prior notification of date and time, 2 (two) days in advance, by the RP.
- (ii) It shall be the responsibility of the Qualified Bidder to inspect the Assets / Inventory at their own expenses and satisfy themselves about its condition and title before the submission of the Bid and other documents in relation to this Sale Process.
- (iii) The site visit shall be facilitated by the RP from 08th May, 2025 to 05th June, 2025 (Working days) 10:00 AM (SGT) to 5:00 PM (SGT). Visit on any other day shall be considered only in exceptional circumstances depending on the availability of the RP or his team members/advisor(s)/representative(s).
- (iv) The purpose of the site visit shall be to facilitate the Qualified Bidder to ascertain the current status of the Assets/Inventory. Such site visit shall not be utilized for discussions regarding the terms of the Bid.
- (v) The Qualified Bidders shall not take any photographs, or take any documents back with it, during/pursuant to the site visit.
- (vi) The Qualified Bidder shall not cause any damage to the Assets/Inventory during the site visit/inspection. In case any damage is caused by a Qualified Bidder to the Assets/Inventory/the Site then such Qualified Bidder shall, without protest or demur,

irrevocably and unconditionally pay, indemnify, defend and hold harmless, the Company, CIL Singapore Branch, RP, and each of their attorneys, agents, directors, officers, representatives and advisors, immediately upon demand at any time and from time to time, irrespective of any defense or right to appeal available to them, against any and all actual and direct losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, of any kind or nature whatsoever incurred in relation to this Sale Process.

- (vii) The Qualified Bidders may contact RP for scheduling inspection at cirp.compuage@gmail.com.
- (viii) The Inventory of the Corporate Debtor is proposed to be sold on “as is where is basis”, “as is what is basis”, “whatever there is basis” and “without recourse basis” and the proposed sale of the Assets/Inventory of the Corporate Debtor does not entail transfer of any title except the title which the Corporate Debtor/CIL Singapore Branch is entitled to in accordance with the Applicable Law as on date of transfer.
- (ix) The Qualified Bidders, prior to submitting their Bid, should inspect the Inventory at their own expenses and satisfy themselves fully before making the Bid.
- (x) The RP reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this Process Document shall be granted on the basis of not having received response to clarifications sought from the RP. Nothing in this clause shall be considered or read as compelling or requiring the RP to respond to any query or to provide any clarification to the queries raised by a Bidder. The RP will not be held responsible for any delay in response or non-response to clarifications raised by the Eligible Bidder.

I. Submission of Bids by Qualified Bidders:

After inspection of Assets/Inventory/site visit, the Qualified Bidder may submit its Offer/ Proposal/Bid in relation to the Sale Process in relation to the Inventory as envisaged under this Process Document in Annexure 5.

J. Declaration of Successful Bidder

Submission of Bids/offer prices/proposals by Bidder(s) would not amount to the conclusion of Sale Process of Inventory as envisaged under this Process Document. The RP, after receiving the Bid (including the terms and conditions of this Process Memorandum and Bid/commercial offer provided therein) will evaluate and present the same before CoC. CoC reserves the right to further negotiate with the Qualified Bidders to achieve best outcome from this Sale Process.

In the event of any further negotiation with the CoC, the Qualified Bidder may get an opportunity to submit the revised Bid after having discussion with the members of the CoC and the Qualified Bidder(s) may submit the best offer price by way of the revised Bid, for the Inventory mentioned in Annexure 6

This right of selecting and declaring the Successful Bidder(s) shall solely rest with the RP, who may take such decision in consultation with the CoC. Upon acceptance of any Bid/proposal/commercial offer made by any Qualified Bidder, by the CoC, the RP shall

intimate to all Bidders the name of the Successful Bidder. The RP is not bound to accept the highest offer and has the absolute right to accept or reject any/ all offer(s) or adjourn / postpone / cancel/ modify the Sale Process or withdraw any Asset(s), or portion of the Inventory from the Sale Process, at any stage without assigning any reason whatsoever, and without incurring any liability. This Sale Process as envisaged under this Process Document, is non-binding process and shall be subject to discretion of RP, who shall take decision to this effect in consultation with the CoC.

K. Conclusion of Sale Process/Sale

- (i) The CoC will decide the terms of payment and other terms and conditions for conclusion of the Sale Process and the same will be communicated to the Bidders.
- (ii) The sale shall be subject to conditions prescribed under the Code and provisions and regulations thereunder.

7. FRAUDULENT AND CORRUPT PRACTICES

The Interested Bidders shall observe the highest standard of ethics during the Sale Process and subsequently during the closure of the process and declaration of Successful Bidder(s). Notwithstanding anything to the contrary, contained in this Process Document, the RP may reject a Bid, as the case may be, without being liable in any manner whatsoever to the Interested Bidder, if the RP, 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 Sale Process or has, undertaken any action in respect of such Sale Process which results in the breach of any Applicable Law(s) including *inter alia* the Prevention of Corruption Act, 1988, Foreign Corrupt Practices Act.

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

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

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

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

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

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

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

The Bidder shall not divulge either his Bid or any other details provided to him by the RP or during the due diligence process in respect of the Asset(s)/Inventory to any other Persons. Prior to conduct of due diligence/ site visits, the RP may require the Bidder to execute confidentiality agreement with the Corporate Debtor/RP.

8. COST, EXPENSE AND TAX IMPLICATIONS

- (1) The Interested Bidder shall be responsible for all the costs incurred by it on account of its participation in the Sale Process as envisaged under this Process Document, including any costs associated with participation in the discussion meeting (if any), site visit, etc. The RP, or its advisors shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Sale Process.
- (2) For purpose of abundant clarity, it is hereby clarified that the Bidder is expected to make its own arrangements including accommodation for the discussion meeting (if organized) or site visit and all costs and expenses incurred in that relation shall be borne solely by the Bidder.
- (3) The Bidder shall not be entitled to receive reimbursement of any expenses which may have been incurred carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the Sale Process.
- (4) All taxes applicable (including stamp duty implications (if any), and registration charges) on sale of Inventory would be borne by the Successful Bidder
 - (a) The Successful Bidder shall bear all the necessary expenses transfer charges, duties, fees, etc. for transfer of Asset(s)/Inventory to its name.
 - (b) Successful Bidder has to bear the cess or other applicable tax i.e., local taxes etc., as applicable in Singapore, and India;
 - (c) The Successful Bidder will also be responsible for evaluating completeness of applicability of taxes in Singapore at the time of closure and will be responsible for paying all such taxes.
- (5) It is expressly stated that the RP does not take or assume any responsibility for any dues, statutory or otherwise, of the Corporate Debtor, including such dues, if any, which may affect transfer of the Asset(s)/Inventory in the name of the Successful Bidder and such dues, if any, will have to be borne/ paid by the Successful Bidder.

- (6) The Successful Bidder shall be responsible for fully satisfying the requirements of the Code and regulations framed thereunder as well as all Applicable Laws that is relevant for the Sale Process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law in relation to acquiring the relevant Asset(s)/Inventory pursuant to the conclusion of this Sale Process.

9. VERIFICATION OF DOCUMENTS AND DISQUALIFICATION

- (1) The RP reserves the right to verify (in accordance with the provisions of this Sale Process Document all statements, information and documents submitted by the Bidder in response to the Sale Process Document and the Bidder shall, when so required by the RP, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RP shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the RP thereunder.

Without prejudice to any other right or remedy that may be available to the RP under this Sale Process Document, the RP reserves the right to disqualify the Bidder, cancel the sale, if:

- (a) at any time, a misrepresentation on part of the Bidder is made or uncovered;
 - (b) the Bidder does not provide, within the time specified by the RP, the supplemental information/ documentation sought by the RP; or
 - (c) any act or omission of the Bidder results in violation of or non-compliance with the Sale Process Document and/ or any other document referred herein or issued pursuant thereto or any Applicable Law relevant for the Sale Process.
- (2) The RP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- (a) consult with any Bidder in order to receive clarification or further information;
 - (b) retain any information and/ or evidence submitted to the RP / the agency by, on behalf of, and/ or in relation to any Bidder; and/ or;
 - (c) 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.

10. GOVERNING LAW AND JURISDICTION

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

ANNEXURE 1 - BID APPLICATION FORM

Date: [insert date]

To,

Mr. Gajesh Labhchand Jain,
Resolution Professional of Compuage Infocom Limited
C-602, Remi Bizcourt, Off Veera Desai Road,
Andheri (west), Mumbai – 400053

E-mail: cirp.compuage@gmail.com

Reference: Sale Notice advertisement published on 08th May, 2025 in The Business Times newspapers, for inviting Bids from the Bidders by way of submission of best offer price/ commercial offer for sale of Asset(s)/Inventory of the Corporate Debtor at CIL Singapore Branch, in terms of the Insolvency and Bankruptcy Code, 2016, and regulations framed thereunder (“**IBC**” or “**Code**”).

I/We/ M/s am/are desirous in participating in the Sale Process of Assets/Inventory (more particularly described under Annexure 6 of Process Memorandum) of Compuage Infocom Limited (under CIRP) i.e., the Corporate Debtor, as announced by you in the newspaper publication dated 08th May, 2025 issued in The Business Times Newspapers.

I/We/ M/s am/are desirous in participating in the Sale Process in relation to the Asset(s)/Inventory of the Corporate Debtor at CIL Singapore Branch as announced by you in the newspaper publication dated 08th May, 2025 issued in The Business Times Newspapers for sale of Inventory of Compuage Infocom Limited (*under CIRP*).

| | |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BID FOR | Inventory of Compuage Infocom Limited lying at Third Party Warehouse, M/s Paltrans Logistics PTE Ltd, 11, Tuas Bay Close, #08-01/06 West Star, Singapore, of Compuage Infocom Limited (in CIRP) |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Details of Interested Bidder

| | |
|-----------------------------------|--|
| Name of the Bidder | |
| Constitution of the Bidder | |
| Contact | |
| E-mail Id | |
| PAN | |
| Address | |

- 1) I/We/M/s. further declare that I/We/M/s. intend to acquire the Asset(s)/Inventory of Corporate Debtor from the Resolution Professional for our own use / business and that the information revealed by me/us in this Bid Form is true and correct to the best of my/our knowledge and belief.

- 2) I/We/M/s. certify that I/We/M/s. am/are eligible to be a Resolution Applicant, under Section 29A read with Section 35(f) of the Code. In this regard an affidavit is enclosed herewith.
- 3) 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 Resolution Professional is at liberty to annul the offer made to me/us at any point of time.
- 4) I/We /M/s. also agree that after my/our offer given in my/our bid is accepted by the Resolution Professional, if I/We/M/s. fail to accept the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfil any/all the terms and conditions of the bid document and offer letter, the Resolution Professional has also a right to proceed against me / us for specific performance of the contract.
- 5) I/We/M/s. will not claim any interest from the date of submission of offer in case the process of sale/ Sale Process is delayed for any reason.
- 6) The general terms and conditions of sale are received, read and acceptable to me / us.

NOTE: Each page of this form shall be duly signed by Bidder. Capitalized terms used herein but not defined, shall have the meaning as ascribed to such terms under the Process Document.

Place:

Date:

Signature and name of the Bidder/ Authorized Signatory

[Rubber stamp/ Seal of the Bidder]
Designation

Dated:

Enclosures:

- a. KYC documents including Identity Proof and Address Proof;
- b. Affidavit with appropriate Stamp Duty duly notarized, and apostilled;
- c. Confidentiality Undertaking with appropriate Stamp Duty duly notarized, and apostilled;
- d. Authority Letter/Board Resolution of the authorized representative bidding in case of any bidder other than proprietorship firm;
- e. Any other documents (*please specify*).

ANNEXURE 2 - AFFIDAVIT BY THE BIDDER IN RESPECT OF SECTION 29A

(To be notarized and apostilled along with appropriate Stamp Duty)

To,

Mr. Gajesh Labhchand Jain,
Resolution Professional of Compuage Infocom Limited
C-602, Remi Bizcourt, Off Veera Desai Road,
Andheri (west), Mumbai – 400053

E-mail: cirp.compuage@gmail.com

Dear Sir,

Subject: Declaration under the Insolvency and Bankruptcy Code 2016

I, [insert the name of the authorised signatory of the Bidder, aged about [●] years, being the authorised signatory of [insert name of the Bidder/member of consortium] having its registered office at [insert address] [“Bidder”)], do hereby solemnly affirm and state as under:

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 authorization]. The said document is true, valid and genuine to the best of my knowledge, information and belief.
2. I acknowledge that Bidder is aware of that, in terms of proviso to sub-section (f) of Section 35(1) of Insolvency and Bankruptcy Code, 2016 (“Code” or “IBC”), read with Section 29A of Code, certain persons/category of persons have been specified as ineligible for the purposes of participation in the Sale Process to acquire the Asset(s) of the Corporate Debtor i.e., M/s Compuage Infocom Limited– under CIRP (“Company” or “Corporate Debtor”).
3. On behalf of the Bidder, I confirm, that it is eligible to participate in the Sale Process (“Bid”) for the Asset(s) of the Corporate Debtor in accordance with Code and related rules and regulations issued thereunder, and any other Applicable Laws.
4. The Bidder is not ineligible under Section 29A of the IBC to submit bid application for acquiring the Asset(s) of the Corporate Debtor.
5. I state that the present affidavit is sworn by me on behalf of the Bidder in compliance of Section 29A of the Code.
6. I on behalf of the Bidder and any other person acting jointly or in concert with the Bidder hereby confirm that:
 - i.) The Bidder and any connected person as per the Explanation I provided under Section 29A of the Code is not an undischarged insolvent; or
 - ii.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code, has not been identified as a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949; or

- iii.) At the time of submission of the bid, the account of the Bidder and any connected person as per Explanation I provided under Section 29A of the Code or an account of the Corporate Debtor under the management or control of such person of whom such person is a promoter, Code is not classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or guidelines of a financial sector regulator issued under any other law at the time being in force and at least a period of one year or more has lapsed from the date of such classification till the date of commencement of corporate insolvency resolution process of the Corporate Debtor; or
 - iv.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code have not been convicted for any offence punishable with imprisonment for 2 years or more under any Act specified in the Twelfth Schedule or for seven years or more under any law for the time being in force or a period of two years has expired from the date of release of such imprisonment; or
 - v.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code have not been disqualified to act as a director under the Companies Act 2013; or
 - vi.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code have not been prohibited by the Securities and Exchange Board of India from trading in securities or assessing the securities markets; or
 - vii.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code have not indulged in preferential transaction or undervalued transaction or fraudulent transaction in respect of which an order has been made by the Adjudicating Authority under the Code; or
 - viii.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code have not executed a guarantee in favour of a creditor, in respect of a company against which an application for insolvency resolution made by such creditor has been admitted under the Code and no such guarantee has been invoked by the creditor or remains unpaid in full or part; or
 - ix.) The Bidder and any connected person as per Explanation I provided under Section 29A of the Code are not subject to any disability, corresponding to clauses mentioned above under any law in a jurisdiction outside India.
7. The Bidder does not have a connected person who is ineligible under clause (a) to (i) of Section 29A of the Code.
 8. That the Bidder unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as specified.
 9. On behalf of the Bidder, I acknowledge that the Resolution Professional reserves the right to verify the authenticity of the information and/or the documents submitted by me/us and the Resolution Professional may request, at his own discretion, for any additional information or documents, as may be required by the Resolution Professional, for the purposes of verifying the information so submitted by me/us. On behalf of the Bidder, I unconditionally and

irrevocably undertake, that I/we shall provide all data, documents and information as may be required to verify the statements made under this affidavit.

10. On behalf of the Bidder, I confirm that the information and/or documents submitted by me/us to the Resolution Professional in accordance with the past communications, are true, correct, accurate and complete in all respects and I/we have not provided any information, data or statement which is inaccurate or misleading in any manner. I/We further confirm that, in the event the Resolution Professional determines that I/we have made any misrepresentation, concealed material information, made a wrong statement or submitted information which is misleading in nature, the Resolution Professional shall have the right to take any action as he deems fit in accordance with the applicable law, including the Code and related rules and regulations.
11. On behalf of the Bidder, I undertake that if during the interim period on and from the date of this Affidavit until the date of completion of the sale of Assets in terms of the Sale Process, I/We become ineligible to become a resolution applicant under applicable law, including under Section 29A of Code, I/We shall immediately and in no event later than two days of such ineligibility, disclose to the Resolution Professional of its ineligibility in writing with reasons for the same (“Disclosure”). I/We agree, acknowledge and confirm on behalf of the Bidder, that upon being informed of such Disclosure, the Resolution Professional shall have the right to reject the bid submitted by it and shall have the right to undertake any action as it deems fit in accordance with the Complete Process Document, including forfeiture of Earnest Money submitted by it (as defined in the Process Document).
12. That the contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed therefrom.

DEPONENT

VERIFICATION

Verified at _____ on this (day, month & year), that the above contents of this affidavit are true & correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT

Notes:

1. Please note that in case of the Bidder being an unlimited liability partnership firm under the Indian Partnership Act, 1932, the affidavit is required to be furnished separately by each partner of the partnership firm.
2. Please note that in case of the Bidder being a limited liability partnership (“LLP”) incorporated under the Limited Liability Partnership Act, 2008, the affidavit will be provided by the

designated partners of the LLP on behalf of the LLP and also by each partner of the LLP for itself, acting in its capacity as partner of the LLP.

3. Capitalized terms used herein but not defined, shall have the meaning as ascribed to such terms under the Process Document.

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

ANNEXURE 3 - CONFIDENTIALITY UNDERTAKING

(To be notarized and apostilled along with appropriate Stamp Duty)

(In case of consortium, undertaking to be executed by each of the members)

This Confidentiality Undertaking has been signed by (Name of Bidder) having its office at _____ acting through Mr. (Name of person(s) authorised by the Bidder), the authorized signatory/authorized representative (“**Bidder**”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative, in favour of Mr. Gajesh Labhchand Jain, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P-01697/2019 - 2020/12588

WHEREAS Compuage Infocom Limited (hereafter referred as the “**Company**” or “**Corporate Debtor**” or “**CIL**”), is a listed public company incorporated on 27.07.1999 under the Companies Act, 1956, with the Registrar of Companies, Maharashtra, Mumbai. Its Corporate Identity Number is L99999MH1999PLC135914. Its registered office is at 309, A to Z Industrial Estate Ganpatrao Kadam Marg Lower Parel, Mumbai, Mumbai, Maharashtra, India - 400013. The Corporate Debtor is undergoing CIRP *vide* order dated 02.11.2023 passed by Hon’ble National Company Law Tribunal, Mumbai Bench (“**NCLT**”). The Hon’ble NCLT *vide* the same order appointed **Mr. Arun Kapoor** as the Interim Resolution Professional (“**IRP**”). The copy of the order was received by the IRP on 03.11.2023. Further, Hon’ble NCLT passed an order dated 29.04.2024, which was received by the Resolution Professional (“**RP**”) on 09.05.2024, for the replacement of RP and appointed **Mr. Gajesh Labhchand Jain** (Registration no. IBBI/IPA-001/IP-P-01697/2019-2020/12588) as the RP under the Insolvency and Bankruptcy Code, 2016 (“**Code**”) in matter of corporate insolvency resolution process (“**CIRP**”) of CIL to manage, protect, the property, assets, business and other affairs of the P has invited prospective Bidders for the purpose of submission of Bid in the Sale Process as envisaged under this Process Document in relation to sale of Inventory of CIL Singapore Branch (as per the Process Document), in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) read with the Insolvency and Bankruptcy Board of India (Corporate Insolvency Resolution Process) Regulations, 2016 (“**CIRP Regulations**”) and the Process Document.

WHEREAS the RP is required to share certain data, documents in relation to the Corporate Debtor for facilitating the prospective Bidder in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the data room and during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under Code and CIRP Process Regulations.

THEREFORE, the Bidder hereby declare and undertake as follows:

1. The Bidder shall not divulge any part of the information received pursuant to the Process Document or accessed through the data room which shall mean the virtual data room maintained by the Resolution Professional, created for the Eligible Bidders to access information in relation to the Corporate Debtor and its Asset(s) (“**Data Room**”) or any other data shared by the Resolution Professional, through oral or written communication or through any mode to anyone and the same shall constitute “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

2. The Bidder further unconditionally and irrevocably undertake and declare that:
 - a. the Confidential Information shall be kept secret and confidential by the Bidder and shall be used solely in accordance with the terms of the Code;
 - b. the Bidder shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, Resolution Professional or any other person;
 - c. the Bidder shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
 - d. the Bidder shall protect any and all intellectual property belonging to the Corporate Debtor (including its Asset(s)/Inventory) 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, 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 CIRP process of the Corporate Debtor, 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 shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
 - g. the Bidder shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of Assets(s)/Inventory of the Corporate Debtor at CIL Singapore Branch as provided in relation to the Sale Process under the Process Document;;
 - h. the Bidder shall take all necessary steps to safeguard the privacy and confidentiality of the information received either pursuant to the Process Document or through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Corporate Debtor, all information related to disputes by or against the Corporate Debtor and other matter pertaining to the Corporate Debtor; and
 - i. the Bidder shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Resolution Professional for any loss, damages, expenses and costs incurred by the Resolution Professional due to such breach of such obligations by the Bidder 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 was already in the public domain without violation of any provisions of Applicable Law(s); or

- b. information which, after disclosure to the Bidder 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 prior to its disclosure, as evidenced by the records of the Bidder.
4. The Bidder hereby expressly agrees and acknowledges that the Resolution Professional 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 in the Process Document/ Data Room. The Bidder further agrees and acknowledges that the Resolution Professional shall not be liable to the Bidder for any damage arising in any way out of the use of the Confidential Information and further that the Bidder shall not have any claim against the Resolution Professional or the Corporate Debtor 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 and the Resolution Professional 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 Resolution Professional 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 arising as a result of its fraud or willful default as defined under Applicable Law(s).
 8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
 9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
 10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the Process Document.

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].

Signed on behalf of (Name of Bidder)

by Mr. _____
(Name and Designation)
Authorised Signatory

ANNEXURE 4 - BOARD RESOLUTION

(On the letter head of the Interested Bidder)

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS (“BOARD”) OF [Insert name of the Interested bidder] (“COMPANY”) IN THE MEETING HELD ON [Insert Date], AT [Insert Time] AT [Insert Place]

WHEREAS pursuant to the Sale Notice dated 08th May, 2025, and published newspaper publication dated 08th May, 2025 in The Business Times newspapers, and subsequent to the Sale Process Document dated _____, issued by the Resolution Professional on behalf of M/s Compuage Infocom Limited – under CIRP (“CIL”) in relation to the sale of the Asset(s) of CIL based in CIL Singapore Branch, the Company has been shortlisted by the Resolution Professional, for the purpose of participating in the Sale Process.

In view of the above, the Board has resolved as follows:

“RESOLVED THAT any of the directors of the Company, be and is hereby authorized to take all the steps required to be taken by the Company for participating and bidding in the Sale Process in accordance with the terms of the Sale Process Document, including the following:

- a. participating in the Sale Process and submit and sign other requisite documents, in accordance with the terms of the Process Document dated 08th May, 2025;
- b. execute all other agreements, deeds, writings and LOI as may be required in relation to the Sale Process, including any amendments or modifications as may be suggested by the Resolution Professional;
- c. to generally do or cause to be done all such acts, matters, deeds and things as may be necessary or desirable in connection with or incidental or for the purpose of implementation and giving effect to the above resolutions for and on behalf of the Company, and to comply with all other requirements in this regard.”

“RESOLVED FURTHER THAT a certified copy of the foregoing resolution be furnished as may be required, under the signature of [the Company Secretary / any two of the Directors of the Company].”

Certified to be true

For the Company

Director(s) / Company Secretary

Notes:

- a) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- b) In case of the Board resolution is from a company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the company.
- c) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution.

- d) The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with Applicable Law and the constitutional documents of the Interested Bidder, and the authorizations granted therein are true and valid.

Annexure 5 - Format of Commercial Offer

To,

Mr. Gajesh Labhchand Jain,
Resolution Professional of Compuage Infocom Limited
C-602, Remi Bizcourt, Off Veera Desai Road,
Andheri (west), Mumbai – 400053

E-mail: cirp.compuage@gmail.com

Dear Sir,

Subject: Bidder’s submission of a commercial offer in accordance with the Sale Process for sale of Asset(s) of Compuage Infocom Limited (“**Corporate Debtor**” or “**Company**” or “**CIL**”) in accordance with Process Memorandum dated 08th May, 2025.

Reference: Sale Notice advertisement published on 08th May, 2025 in The Business Times newspapers for inviting Bids from the Bidders by way of submission of best offer price for sale of Asset(s) of the Corporate Debtor forming part of Corporate Debtor’s CIL Singapore Branch, in terms of the Insolvency and Bankruptcy Code, 2016, and regulations framed thereunder (**IBC or the Code**).

1. We, [*Insert name of the Applicant*] (“**Bidder**”), refer to the Process Memorandum dated [*Insert date*] issued by the Resolution Professional (“**RP**”) for Sale Process for sale of Asset(s) of the Corporate Debtor’s CIL Singapore Branch and provide our unconditional acceptance to the terms and conditions of the said Process Memorandum. The Bidder is submitting this letter in accordance with the terms of the Process Memorandum dated [*insert date*].
2. The Bidder confirms to the RP, and the CoC that it understands and accepts that the CoC of the Corporate Debtor, along with the RP, reserves the right to hold multiple rounds of negotiation(s), or introduce mechanism during this Sale Process, to realise maximum value of the Asset(s) of the Corporate Debtor. Further, The RP is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel/ modify the Sale Process or withdraw any asset(s)/class of asset(s) or portion thereof from the Sale Process, at any stage without assigning any reason whatsoever, and without incurring any liability. This process is a non-binding process and shall be subject to discretion of the RP in consultation with the CoC. The RP, in consultation with the CoC has the absolute right to withdraw the entire process and initiate another process for realization of value of the Asset(s) of the Corporate Debtor. Details regarding the process of negotiation(s) with the Bidder(s), if undertaken, and any such incident mentioned above, shall be provided intimated by the RP to the Bidders.
3. The Bidder understands and confirms to the RP, and the CoC of the Corporate Debtor, that the commercial offer for the purchase of Asset(s) of the Corporate Debtor is as follows:

| Sl. No. | Payment Terms | Particulars |
|---------|--------------------|------------------------------------------------------------------------------------|
| 1. | Description | Inventory lying at Third Party Warehouse, M/s Paltrans Logistics PTE Ltd, 11, Tuas |

| Sl. No. | Payment Terms | Particulars |
|---------|---------------------------|----------------------------------------------------------------------------------|
| | | Bay Close, #08-01/06 West Star, Singapore, of Compuage Infocom Limited (in CIRP) |
| 2. | Sale Consideration | [insert amount] |

4. The Bidder confirms that the Bidder is not acquiring the inventory/ items/ goods/ material/ inventory/ stock supplied by Commscope India Private Limited as the matter with respect to the same is sub-judice with Hon'ble NCLT, Mumbai Bench and Hon'ble High Court of Bombay.
5. The Bidder confirms that in the event he qualifies as a creditor of Compuage Infocom Limited, then also he is required to pay the entire sale consideration in relation to the Sale Process in full as no set-off provisions will be allowed, meaning that creditors cannot set-off/ adjust/deduct any outstanding debts or claims from the amount they owe to the RP in relation to this Sale Process. In case they decide to do so then the sale shall be liable to be cancelled and any funds deposited by the Qualified Bidder shall be forfeited by the RP.

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

Place:

Date:

Signature of the Bidder

(M/s. _____)
[Rubber stamp of the proprietor/company/firm]
Name
Designation

**ANNEXURE 6 - DETAILS OF INVENTORY COMPRISING OF HARDWARE LYING AT
CIL SINGAPORE BRANCH:**

| SR No. | Particulars | Name of the Company who manufactured | Name of the Product | Qty |
|---------------|--------------------|---------------------------------------------|----------------------------|------------|
| 1 | 5420M-16MW-32P-4YE | Extreme | Switches | 3 |
| 2 | ACS-1100-RM2-19= | Cisco | Router | 490 |
| 3 | AIR-AP2802I-C-K9 | Cisco | Access Points | 18 |
| 4 | AP410C-WR | Extreme | Wireless Access Point | 80 |
| 5 | C1000-16FP-2G-L | Cisco | Switches | 2 |
| 6 | C1000-24P-4G-L | Cisco | Switches | 28 |
| 7 | C1000-24T-4G-L | Cisco | Switches | 123 |
| 8 | C1000-48T-4G-L | Cisco | Switches | 19 |
| 9 | C1000-8P-2G-L | Cisco | Switches | 3 |
| 10 | C1000FE-24T-4G-L | Cisco | Switches | 127 |
| 11 | C1111-8P | Cisco | Router | 50 |
| 12 | C841M-4X/K9 | Cisco | Switches | 5 |
| 13 | C9200-24T-A | Cisco | Switches | 6 |
| 14 | C9200L-24P-4G-E | Cisco | Switches | 6 |
| 15 | C9200L-24T-4G-A | Cisco | Switches | 18 |
| 16 | C9200L-24T-4G-E | Cisco | Switches | 39 |
| 17 | C9200L-24T-4X-E | Cisco | Router | 1 |
| 18 | C9200L-48P-4G-E | Cisco | Switches | 26 |
| 19 | C9200L-48T-4X-E | Cisco | Switches | 4 |
| 20 | C9200L-STACK-KIT= | Cisco | Switches | 4 |
| 21 | C921-4P | Cisco | Switches | 15 |
| 22 | C9500-24X-A | Cisco | Switches | 1 |
| 23 | C9500-24Y4C-A | Cisco | Switches | 2 |
| 24 | C9500-24Y4C-E | Cisco | Wireless Controllers | 3 |
| 25 | C9800-L-C-K9 | Cisco | HDMI cable | 1 |
| 26 | C9800L-RMNT | Cisco | Switches | 1 |
| 27 | CAB-SPWR-30CM= | Cisco | Switches | 1 |
| 28 | CBS350-24FP-4G-EU | Cisco | Switches | 15 |
| 29 | CBS350-24P-4X-EU | Cisco | Switches | 5 |

| SR No. | Particulars | Name of the Company who manufactured | Name of the Product | Qty |
|--------|------------------------|--------------------------------------|------------------------------|-----|
| 30 | CBS350-24S-4G-EU | Cisco | Switches | 15 |
| 31 | CBS350-24T-4G-EU | Cisco | Switches | 123 |
| 32 | CBS350-24XS-EU | Cisco | Switches | 1 |
| 33 | CBS350-48FP-4G-EU | Cisco | Switches | 5 |
| 34 | CBS350-48T-4G-EU | Cisco | Switches | 25 |
| 35 | CBS350-8FP-2G-EU | Cisco | Switches | 10 |
| 36 | CBS350-8P-2G-EU | Cisco | Switches | 100 |
| 37 | CISCO-C9200L-STACK-KIT | Cisco | Switches | 32 |
| 38 | CISCO-C9300-NM-8X= | Cisco | Switches | 8 |
| 39 | CISCO-CS-BOARD55-FS= | Cisco | Interactive Whiteboard Stand | 1 |
| 40 | CISCO-NIM-2GE-CU-SFP= | Cisco | Router | 10 |
| 41 | CISCO-QSFP-40G-SR-BD= | Cisco | optical transceiver | 16 |
| 42 | CISCO-SFP-10G-AOC2M= | Cisco | Cables | 12 |
| 43 | CISCO-UCSC-RAID-M5= | Cisco | SAS Controller | 2 |
| 44 | CISCO-UCS-HD12TB10K12N | Cisco | internal SSD storage | 16 |
| 45 | CISCO-VMW-VSP-STD-3A | Cisco | 1 CPU | 2 |
| 46 | CP-HS-W-522-USBC | Cisco | Headset | 2 |
| 47 | CS-BOARD55S-G-K9 | Cisco | Webex Board | 1 |
| 48 | GLC-LH-SMD= | Cisco | Fibre | 41 |
| 49 | GLC-SX-MMD= | Cisco | SFP transceiver | 98 |
| 50 | GLC-TE= | Cisco | SFP transceiver | 8 |
| 51 | IPS12FFOCWIYA | Fisheye | Camera | 1 |
| 52 | ISFP-10G-C3M | Alcatel-Lucent | cable | 68 |
| 53 | ISFP-GIG-LX | Alcatel-Lucent | Laser | 122 |
| 54 | MA-ANT-25 | Cisco Meraki | patch antenna | 26 |
| 55 | MA-SFP-10GB-SR | Cisco Meraki | SFP transceiver | 24 |

| SR No. | Particulars | Name of the Company who manufactured | Name of the Product | Qty |
|--------|-------------------|--------------------------------------|---------------------|-----|
| 56 | MR36-HW | Cisco Meraki | security system | 10 |
| 57 | MR76-HW | Cisco Meraki | security system | 13 |
| 58 | MS425-32-HW | Cisco Meraki | Switches | 1 |
| 59 | MX67-HW | Cisco Meraki | Routers | 5 |
| 60 | MX75-HW | Cisco Meraki | security system | 2 |
| 61 | N9K-C93108TC-FX | Cisco | Switches | 8 |
| 62 | NIM-ES2-4= | Cisco | Switches | 120 |
| 63 | NIM-ES2-8= | Cisco | Switches | 150 |
| 64 | OS6465-BPN-H-UK | Alcatel-Lucent | Switches | 29 |
| 65 | OS6465-P12 | Alcatel-Lucent | Switches | 22 |
| 66 | OS6465-P12-UK | Alcatel-Lucent | Switches | 2 |
| 67 | OS6465-P6 | Alcatel-Lucent | Switches | 7 |
| 68 | OS6465-P6-UK | Alcatel-Lucent | Switches | 32 |
| 69 | OS6860-BP-UK | Alcatel-Lucent | Switches | 6 |
| 70 | OS6900C-BP-F-UK | Alcatel-Lucent | Switches | 2 |
| 71 | OS6900-V72-F-UK | Alcatel-Lucent | Switches | 2 |
| 72 | SF350-24P-K9-UK | Cisco | switch | 1 |
| 73 | SF352-08P-K9-EU | Cisco | switch | 100 |
| 74 | SFP-10G-LR-S= | Cisco | optical transceiver | 60 |
| 75 | SFP-10G-SR-S= | Cisco | SFP transceiver | 30 |
| 76 | SFP-10G-T-X= | Cisco | cables | 4 |
| 77 | SFP-GIG-SX | Cisco | cables | 8 |
| 78 | SFP-GIG-T | Cisco | cables | 16 |
| 79 | SG350-10-K9-IN | Cisco | Port | 40 |
| 80 | SG350-28SFP-K9-EU | Cisco | Port | 3 |
| 81 | SG350-52P-K9-EU | Cisco | switch | 5 |
| 82 | SPA504G | Cisco | IP phone | 4 |
| 83 | STACK-T1-50CM= | Cisco | switch | 1 |
| 84 | STACK-T4-1M= | Cisco | cables | 1 |
| 85 | STACK-T4-3M= | Cisco | cables | 1 |
| 86 | UCSC-BZL-C220M5 | Cisco | Bezel Panel | 2 |

| SR No. | Particulars | Name of the Company who manufactured | Name of the Product | Qty |
|--------|------------------|--------------------------------------|---------------------------------|-----|
| 87 | UCSC-C220-M5SX | Cisco | Server | 10 |
| 88 | UCSC-C220-M6S | Cisco | Server | 2 |
| 89 | UCSC-PSU1-1050W | Cisco | Server | 20 |
| 90 | UCS-CPU-I4210 | Cisco | Server | 16 |
| 91 | UCS-CPU-I6326 | Cisco Systems | Server Processor | 2 |
| 92 | UCSC-RAID-M5 | Cisco Systems | Hard Disk SAS | 8 |
| 93 | UCSC-RAIL-M6 | Cisco | Rack rail kit | 2 |
| 94 | UCSC-SAS-220M6 | Cisco | SAS Controller | 2 |
| 95 | UCS-HD18TB10K4KN | Cisco | Hard Disk Drive | 16 |
| 96 | UCS-MR-X16G1RW | Cisco | RAM Module | 8 |
| 97 | UCS-MR-X32G2RW | Cisco | RAM Module | 16 |
| 98 | UCS-SD-128G | Cisco | SD Card | 16 |
| 99 | UCSX-TPM-002C | Cisco | Trusted Platform Module | 2 |
| 100 | X695-48Y-8C | Extreme Networks | storage port | 2 |
| 101 | XN-ACPWR-750W-F | Extreme Networks | power supply | 4 |
| 102 | XN-ACPWR-920W | Extreme Networks | Power compatible switches | 14 |
| 103 | CS-BOARD55-G-FS | Cisco | Webex Board 55 Floor Stand (GP) | 1 |
| 104 | SFP-GIG-LX | Alcatel | optical transceiver | 76 |

Note: The List of hardware as mentioned above is based on the information shared by M/s Paltrans Logistics PTE Ltd. The Bidder should conduct their own Due-Diligence/ Site Visit before submitting their Bid. The Resolution Professional makes no representation regarding the accuracy of the status of the hardware of the Corporate Debtor/Company, and the details regarding the same.