

SALE PROCESS MEMORANDUM

Date – 18th October 2022

Invitation for bids for e-auction(s) for sale on “as is where is” basis, “as is what is” basis, “whatever there is” basis and “without any recourse” basis of, (i) GADGETSGURRU.COM INDIA PRIVATE LIMITED (In Liquidation) in sale of its asset i.e, Land and Building under the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020.

Date of Public Announcement – 18th October 2022

Date of e-Auction – 27th November 2022

1. This Sale Process Memorandum is issued to all Interested Bidders (defined hereinafter)
2. Terms and conditions, deadlines etc. for participating in the electronic auction (e-auction) are provided in this Sale Process Memorandum. This document is non-transferable.
3. Timelines, notifications, and other details for the e-Auction process are available on the website: <https://nesl.co.in/auction-notice-under-ibc/> and/or can be obtained by a request email addressed to the Liquidator at ip.sivagurunathan@gmail.com
4. Interested Bidders desirous to submit their bid have to submit bids to the Liquidator at ip.sivagurunathan@gmail.com

Issued & Signed by

T.SIVAGURUNATHAN

Liquidator in the matter of GADGETSGURRU.COM INDIA PRIVATE LIMITED
IBBI (Regn No. IBBI/IPA-001/IP-P01343/2019-2020/12524)

Registered Office of the Company / Corporate Debtor:

56 Veerabadran Street, Nungambakkam, Chennai – 600034 Tamil Nadu

Office Address of Liquidator:

No.14B/S1, 2nd Floor, Dwaraka Apartments 4th Main Road, New Colony, Chrompet, Chennai – 600044. Mail: ip.sivagurunathan@gmail.com, Mobile Number: 9894517944

DISCLAIMER

This document is issued by T.SIVAGURUNATHAN, the Liquidator for general information purposes, without regard to specific objectives, suitability, financial situations, and the requirements of any particular person. The Liquidator endeavors on an “as is where is” basis, “as is what is” basis, “whatever there is” basis and “without any recourse” basis, (i) GADGETSGURRU.COM INDIA PRIVATE LIMITED (in Liquidation) (hereinafter the “Company” or the “Corporate Debtor”) in sale of its asset i.e, land and building under the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 or as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this Sale Process Memorandum. Nothing herein or in materials relating to the Sale Process Memorandum is intended to be construed as legal, financial, accounting, regulatory, or tax advice by the Liquidator or his professional advisors. This Sale Process Memorandum is personal and specific to each Bidder. Neither this Sale Process Memorandum nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding, or any commitment whatsoever.

The information in this Sale Process Memorandum and any information provided earlier or subsequently, whether verbally or in documentary or any other form by or on behalf of the Liquidator, which does not purport to be comprehensive, is provided by the Company and has not been independently verified by the Liquidator or his professional advisors. While this information has been

prepared in good faith, no representation or warranty, expressed or implied, is or will be made and no responsibility or liability is or will be accepted by the Liquidator, his professional advisors, the Company, or by any of their respective officers, employees or agents in relation to the accuracy, fairness, authenticity or completeness of this Sale Process Memorandum or any other written or oral information made available to any Bidder(s) or its advisers and any such liability is expressly disclaimed.

The Liquidator, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Sale Process Memorandum or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Sale Process Memorandum and any assessment, assumption, statement or information contained therein or deemed to form part of this Sale Process Memorandum or arising in any way from participation in the E-Auction Process. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information provided in this Sale Process Memorandum and any information provided earlier or subsequently and obtain independent advice from appropriate sources.

By acceptance of this Sale Process Memorandum and submission of the Bid (defined hereinafter in the document), the Bidder(s) shall be deemed to have acknowledged that no-representation and warranty, express or implied, has been made and that it has not relied upon any statement made or information provided by the Liquidator and/or his professional advisors. The submission of the Bid means and implies that the Bidder has read carefully and unconditionally and irrevocably agreed to and accepted all the terms and conditions stipulated herein. This document has not been filed, registered, or approved and will or may not be filed, registered, reviewed, or approved by any statutory or regulatory authority in India or any other jurisdiction.

This Sale Process Memorandum and information contained herein or disclosed pursuant to the terms of this Sale Process Memorandum or any part of it does not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without prior written approval from the Liquidator.

Neither the Liquidator nor his professional advisors, affiliates, directors, employees, agents, representatives, or managers of the process shall be liable for any damages, whether direct or indirect, incidental, special, or consequential including loss of revenue or profits that may arise from or in connection with the use of this Sale Process Memorandum, including for a Qualified Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.

The Liquidator and / or the Company gives no undertaking to provide any recipient Bidder any additional information or to update this Sale Process Memorandum, or to correct any inaccuracies in it which may become apparent, and they reserve the right, without giving reasons, at any time and in any respect, to amend or terminate the procedures set herein or to terminate negotiations with any Bidder. The issue of this Sale Process Memorandum shall not be deemed to be any form of commitment on the part of the Liquidator or the Company to proceed with any transaction.

In addition to the provisions set out in this Sale Process Memorandum, the Bidder shall be responsible for fully satisfying the related regulations 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 or other approvals, if any, that are or may be required under applicable law and nothing contained in this Sale Process Memorandum

shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from compliance with the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 and related regulations as well as any other law in force, and / or any instrument having the force of law as may be applicable and nothing in this Sale Process Memorandum shall be construed as, or operate either, wholly or in part, as exempting a Bidder from complying with all such laws, as are or may be applicable.

By procuring a copy of this Sale Process Memorandum, the recipient Bidder accepts the terms of this disclaimer notice, which forms an integral part of this Sale Process Memorandum and all other terms and conditions of this Sale Process Memorandum.

In no circumstances shall the Bidder or its officers, employees, agents, and professional advisers make any contact, direct or indirect, by any mode whatsoever, with the management, employees, customers, agents, or suppliers of the Company until the Liquidator gives prior permission to do so in writing.

The proposed sale of the Company in sale entails sale/transfer of the Company's assets and properties, in favour of the Successful Bidder. It is further clarified that any asset over which the Company does not have any right, title and interest as on the date of transfer, shall not be transferred as part of the Company's assets and properties.

The Liquidator does not take or assume any responsibility for any shortfall or defect (latent or patent) or shortcoming in the property.

The 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 Liquidator or any other costs incurred in connection with or relating to its bid.

This Sale Process Memorandum is neither transferable nor assignable

I. IMPORTANT INFORMATION

This Sale Process Memorandum is being issued with the intent to carry out e-Auction of sale on "as is where is" basis, "as is what is" basis, "whatever there is" basis and "without any recourse" basis of, (i) GADGETSGURRU.COM INDIA PRIVATE LIMITED (in Liquidation) (the "Company") as per the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this Sale Process Memorandum.

All information provided in this Sale Process Memorandum should be read together with the provisions of the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020. In the event of a conflict between this Sale Process Memorandum and the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020, provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 shall prevail.

This Sale Process Memorandum is neither a prospectus nor an offer document nor a letter of offer for sale of the Company assets nor an agreement by the Liquidator to the Bidders or any other person. The Sale Process Memorandum purports to ascertain the interest of potential Bidders and does not create any kind of binding obligation on the part of the Liquidator to effectuate the sale of the Company's Property.

The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, or assumptions contained in this Sale Process Memorandum.

The issue of this Sale Process Memorandum does not imply that the Liquidator is bound to select a Qualified Bidder as a Successful Bidder with respect to the transfer of the Company's Asset in favour of such Successful Bidder and the Liquidator reserves the right to reject all or any of the Interested Bidders or bids without assigning any reason whatsoever.

A new version of the Sale Process Memorandum or addendum to the earlier version of the Sale Process Memorandum may be released prior to every round of auction, at the discretion of the Liquidator.

Each Bidder shall bear all its costs and charges associated with or relating to the preparation and submission of its bid and / or participation in the E-Auction, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.

II. ABOUT E-AUCTION

1. The Services of M/s National E-Governance Services Limited) ("E-Auction Service Provider" or "Agency") shall be used for conduct of Auction. The sale of the Company's Asset on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse basis" shall be undertaken by the Agency for and on behalf of the Liquidator through an E-Auction platform provided/referred on the website portal of the E-Auction Service Provider ("Platform").

Other details of the e-auction are as follows:

SI No	Particulars	E-Auction
1	Liquidator	T.SIVAGURUNATHAN
2	Website of E-Auction Service Provider	https://nbid.nesl.co.in/app/login
3	Address of E-Auction Service Provider	<p><u>Regd. Office:</u> Gresham Assurance House, 4th Floor, Sir PM Road, Fort Mumbai -400001</p> <p><u>Administrative Office:</u> Nos. 81-6-48/1-1, The Estate, 003 A, Ground Floor, 121, Dickenson Road, Bangalore- 560042</p>
4	Contact No. of E-Auction Service Provider	Mr. Araventh S E Phone : +91 9384676709
5	Email ID of E-Auction Service Provider	Email – araventhase@nesl.co.in
6	Annexures	<ol style="list-style-type: none"> 1. Annexure I - Bid Application Form 2. Annexure II – Declaration by the Interested Bidder 3. Annexure III – Notarized Affidavit certifying eligibility under Section 29A of IBC of the Interested Bidder 4. Annexure IV – Certified true copy of the resolution passed by the board of directors/ partners/governing body of the Interested

		<p>Bidder which is a legal entity or an association of persons, authorizing participation in the e-Auction and authorization of signatories</p> <p>5. Annexure V – Format of Confidentiality and Non-Disclosure Agreement</p> <p>6. Annexure VI – Technical Terms and Conditions of E-Auction Sale</p> <p>7. Annexure VII – Format of Letter of Intent</p> <p>8. Annexure VIII – Description of the Company in slump sale or standalone or piecemeal basis.</p> <p>For timelines regarding the submission of the documents, please refer to “Key Timelines” on this Sale Process Memorandum.</p>
7	Special Instructions	<p>This bidding is a serious matter and last-minute bidding may lead to lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any lapses on part of the Qualified Bidders.</p>

2. The Company’s asset are to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse basis”. The proposed sale of the Company’s Asset entails transfer of ownership and control of the Company’s Asset in favour of the Successful Bidder. It is further clarified that any asset over which the Company does not have any right, title and interest as on the date of transfer, shall not be transferred as part of the Company’s assets and properties.

The Annexures to this Sale Process Memorandum shall form an integral part hereof and this Sale Process Memorandum shall always be read in conjunction with the Annexures hereto. In the event of any inconsistency between the terms contained in the Sale Process Memorandum and that of the Annexures, the terms contained in the Sale Process Memorandum shall prevail.

Documents and/or relevant and material information about the Company and the title documents relating to the asset of the Company shall be available in the Data Room. The Liquidator, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Sale Process Memorandum or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Sale Process Memorandum and any assessment, assumption, statement or information contained therein or deemed to form part of this Sale Process Memorandum or arising in any way from participation in the E-Auction Process. Please find appended the details of the properties/assets of the Company in “Annexure VIII”.

III. KEY DEFINITIONS

Unless defined elsewhere in this Sale Process Memorandum, the capitalized terms used herein shall have the following meanings:

1. **“Applicable Laws”** shall mean, all applicable laws, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders, and interpretations of any governmental authority, court or statutory or other body applicable for such transactions;
2. **“Associate Company”**, in relation to another company, means a company in which the Bidder has a significant influence in terms of the Companies Act of 2013 and includes an Affiliate of the Bidder having such influence and includes a joint venture company;
3. **“Bid”** shall mean, any bid submitted by the Bidder(s) as required in terms of this Sale Process Memorandum and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;
4. **“Bidder”** shall mean an Interested Bidder or an Eligible Bidder or a Qualified Bidder or a Successful Bidder, as the case may be and as the context requires;
5. **“Bid Documents”** shall mean (i) Bid Application Form (Annexure I); (ii) Declaration by the Interested Bidder (Annexure-II); (iii) Notarized Affidavit certifying eligibility of an Interested Bidder (Annexure-III); (iv) Certified true copy of the resolution passed by the board of directors / partners / governing body of the Interested Bidder which is a legal entity or an association of persons, authorizing participation in the e-Auction and authorization of signatories (Annexure-IV) and (v) Duly executed Confidentiality and Non- Disclosure Agreement (Annexure V);
6. **“Bid Increment Amount”** shall mean the minimum amount over and above the last highest bid amount by which any participating Qualified Bidder will be required to increase the next bid on the Auction Portal;
7. **“Confidentiality and Non-Disclosure Agreement”** shall mean the confidentiality and nondisclosure agreement executed and submitted by an Interested Bidder to the Liquidator as part of the Bid Documents;
8. **“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;
9. **“Data Room”** shall mean the electronic data room where the Liquidator will provide access to documents and/or relevant and material information about the Company and the title documents relating to the assets and properties of the Company to the Eligible Bidders;
10. **“Declaration”** shall mean the Interested Bidder’s declaration as per Annexure-II;
11. **“Qualified Bidder(s)”** shall mean an Interested Bidder who is found to be eligible by the Liquidator in accordance with the eligibility conditions set forth in Page No. 15 of this Sale Process Memorandum but has not yet submitted the requisite Earnest Money to the Liquidator;

12. **“Interested Bidder”** shall mean Person or Persons who have submitted the Bid Documents as per the Sale Process Memorandum and who is not yet accepted by the Liquidator as an Eligible Bidder;
13. **“Liquidator”** shall mean T.SIVAGURUNATHAN (insolvency professional having registration number IBBI/IPA-001/IP-P01343/2019-2020/12524);
14. **“Liquidation Process Regulations”** shall mean, provisions of the Companies Act, 2013 and Companies (Winding Up) Rules 2020 as amended from time to time;
15. **“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;
16. **“Reserve Price”** shall mean the minimum price at which a bid will be accepted on the auction portal from a participating Qualified Bidder;
17. **“Sale Process Memorandum”** shall mean this document including all the annexures hereto, for the purposes of setting out the process for submission of bids with respect to the sale on “as is where is basis”, “as is what is basis”, “whatever there is basis and “no recourse basis” of the Company’s Asset and selection of Successful Bidder in accordance with the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.
18. **“Successful Bidder”** shall mean the Qualified Bidder with respect to an Asset Lot and/or the Company in slump sale or standalone or piecemeal basis, whose bid is approved upon submission of EMD and who is declared as such by the Liquidator at the end of the determined auction process;

Capitalized terms used herein but not defined otherwise shall have the meaning prescribed to them under the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020.

IV. INTRODUCTION

The liquidation process for the Company has been initiated under the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 by an order of the NCLT with effect from 11th March 2022. As per the said order, Mr.T.SIVAGURUNATHAN has been appointed as the Liquidator.

The Auction Agency will provide User ID & Password to the Qualified Bidders to participate in the E-Auction Process at least 24 (Twenty-Four) Hours prior to the commencement of the E-Auction Process on the Auction Portal.

The E-Auction/bidding would be conducted exactly on the scheduled date and time by way of inter-se bidding amongst the Qualified Bidders. A Qualified Bidder may improve its offer in multiple of the amount mentioned under the column “Bid Increment Amount”. The E-Auction portal will be open for a period of such duration as decided by the Liquidator. In case a bid is placed within the last 15 minutes of the closing time of the E-Auction, the closing time will be automatically extended for further 15 minutes.

The Bidders are encouraged to acquaint themselves with the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 and the Liquidation Process Regulations and any other rules,

regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the Companies Act, 2013 or the Liquidation Process Regulations, as the case may be.

V. THE COMPANY OVERVIEW

Gadgetsgurru.com India Private Limited was incorporated under provisions of the Companies Act, 1956 with the Registrar of Companies, Chennai, Tamil Nadu on 28.02.2006. The Registered Office of the Company as per the MCA records & the petition is stated to be situated at 56, Veerabadran Street, Nungambakkam, Chennai – 600034. The Main Object of the Company is to carry on the business of trading in electronic gadgets like mobile phones, cameras, computers, printers, peripherals and other electronic equipment and to act as distributors and marketers of branded and imported electronic equipment in India. The Nominal Share Capital of the Company is Rs.5,00,000/- (Rupees Five Lakhs Only) divided into 50,000 equity shares of Rs.10/- each and Issued, subscribed and paid-up capital of the company is Rs.1,00,000/- (Rupees One Lakh Only) divided into 10,000 Equity Shares of Rs.10/- each.

The Company has not been carrying on business and the company was struck off by the Registrar of Companies for non-filing of annual returns and financial statements of the company.

Present Status:

Mr.T.Sivagurunathan, Registered Insolvency Professional, holding IBBI Registration Number: IBBI/IPA-001/IP-P01343/2019-2020/12524 is appointed as the Liquidator of the Company by Hon'ble National Company Law Tribunal (Division Bench-II), Chennai

VI. ASSETS TO BE AUCTIONED AND RESERVE PRICE

The Liquidator proposes sale of the assets in the following blocks in slump sale or standalone or piecemeal basis "as is where basis", "as is what is basis", "whatever there is basis" and "no recourse basis".

Particulars of the Asset

The company owns an Immovable property. It is located at Plot No.23, New Door No.17, Kailasapuram 1st Street, Mylapore Village, Chennai - 600004. Other relevant details about the Corporate Debtor will be made available in the Data Room to the Eligible Bidders.

Particulars of e-Auction:

SI No	Particulars	Details
1	e-Auction Commencement Date	27 th November 2022, Thursday
2	e-Auction Commencement Time (Proposed)	15:00 Hrs. IST
3	e-Auction Closure Date	27 th November 2022, Thursday
4	e-Auction Closure Time (Proposed)	18:00 Hrs. IST
5	Reserve Price	INR 30,00,000
6	Earnest Money Deposit	INR 3,00,000
7	Minimum Bid Increment Amount	INR 1,00,000

Note:

- (i) Only Qualified Bidders shall be entitled to participate in the e-Auction Process.
- (ii) Cognizance should be taken of the fact that the Liquidator does not give any assurance or warranty of the physical condition of assets of the Company and their suitability for any sort of operation that the Bidder envisages.

VII. KEY TIMELINES

SI No	Event	Dates (on or before)
1	Public Announcement of E-Auction	18 th October 2022

2	Submission of Bid Documents by Interested Bidders	22 nd October 2022
3	Announcement of Eligible Bidders	22 nd October 2022
4	Opening of the Data Room for Eligible Bidders	22 nd October 2022
5	Due Diligence & Site Visits by Eligible Bidders (Please refer "PHYSICAL or VIRTUAL VERIFICATION & SITE VISIT" on Page 18 of this Sale Process Memorandum)	22 nd October 2022
6	Deposit of Earnest Money by Eligible Bidders for participation in e-Auction Process	25 th October 2022
7	Agency to share User ID and Password to Qualified Bidders for participation in E-Auction Process	26 th October 2022
8	Auction Start Date & Time	27 th October 2022 from 15:00 Hrs IST
9	Auction End Date & Time	27 th October 2022 up to 18:00 Hrs IST
10	Announcement of Successful Bidder	27 th October 2022
11	Letter of Intent (Lol) to be issued to the Successful Bidder	27 th October 2022
12	Unconditional acceptance of Lol	27 th October 2022
13	Return of Earnest Money to unsuccessful Qualified Bidder(s)	30 th October 2022
14	Payment of the full amount of sale consideration and any applicable GST (if any) by Successful Bidder &	After getting sale order from NCLT in favour of successful bidder in this e-Auction, final payment & applicable taxes if any to be paid by successful bidder within 30 days from receipt of Sale Order by NCLT.

Note: The Liquidator reserves the right to amend the key terms of the auction process including Reserve Price, Earnest Money Deposit, Bid Increment Amount, and timelines at his sole discretion, to the extent permissible under the Applicable Laws. Any information about amendments/extension of any of the timelines will be available on the E-auction website and communicated to the Qualified/ Successful Bidder.

VIII. ELIGIBILITY

Interested Bidders who meet the **eligibility criteria as set out in Section 29A of the IBC (as amended from time to time)** shall qualify as **Eligible Bidders** and only **Eligible Bidders (subject to becoming Qualified Bidders)** can take part in the e-auction process.

An Interested Bidder shall not be eligible to qualify as an Eligible Bidder and submit a bid if it fails to meet the eligibility criteria as set out in Section 29A of the IBC (as amended from time to time).

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

- Is an undischarged insolvent;
- Is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- At the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as a non-performing asset in accordance with the guidelines of the

Reserve Bank of India issued under 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 elapsed from the date of such classification till the date of commencement of the liquidation process of the corporate debtor:

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

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 a 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 NCLT 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;
 - iii. 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 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 NCLT 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 – or 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: -

- i. a scheduled bank;
- ii. any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulators of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;
- iii. 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);
- iv. an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);
- v. an Alternate Investment Fund registered with Securities and Exchange Board of India;
- vi. such categories of persons as may be notified by the Central Government.

IX. DOCUMENTS TO BE SUBMITTED TO BECOME AN ELIGIBLE BIDDER

1. To become an Eligible Bidder, an Interested Bidder, subject to fulfilment of other conditions as laid down hereunder, shall be required to submit:
 - i. Duly signed and stamped Bid Application Form in the format set out under Annexure I, along with the KYC documents mentioned therein.
 - ii. Duly signed, stamped and notarized Declaration in the format set out under Annexure-II.
 - iii. Duly signed, stamped and notarized Affidavit certifying eligibility of Interested Bidder under Section 29A of IBC in the format set out under Annexure III.
 - iv. A certified true copy of the resolution (in the format set out under Annexure-IV) passed by the board of directors/ partners/ governing body of the Interested Bidder

which is a legal entity or an association of persons, authorizing participation in the e-Auction Process and authorization of signatories.

- v. Duly executed, signed and stamped Confidentiality and Non-Disclosure Agreement in the format set out under Annexure V.
 - vi. Ownership Structure and composition of the Interested Bidder.
 - vii. Proof of identification, current address proof, PAN card, valid e-mail ID, landline, and
 - viii. mobile phone number of the authorized signatories of the Interested Bidder.
2. Upon admission of an Interested Bidder as an Eligible Bidder by the Liquidator, an Eligible Bidder in order to become a Qualified Bidder shall be required to submit a certified true copy of proof of Earnest Money Deposit in accordance with the terms and conditions contained in this Sale Process Memorandum.
 3. Further, it should be noted that at any stage of the E-Auction process, the Liquidator may ask for any documents from the Interested Bidders/ Eligible Bidders / Qualified Bidders to evaluate their eligibility. The Liquidator, at his discretion, may disqualify an Interested Bidder / Eligible Bidder / Qualified Bidder for non-submission of the requested documents or submitting false or misleading documents.
 4. In case of the Board Resolution being provided by an Interested Bidder incorporated in India, the Board Resolution shall be notarized by a notified notary. Section 29A Affidavit (Annexure-III) and Declaration (Annexure-II) to be submitted by each Interested Bidder should be duly authenticated, notarized by a notary public. In addition to Section 29A Affidavit, an Interested Bidder can submit any additional documents it may feel necessary to establish its eligibility under Section 29A of the IBC. Any Interested Bidder being a non-resident shall submit the Bid Documents duly notarized by a notary public of the jurisdiction where the registered office of the non-resident Interested Bidder is situated.

X. PHYSICAL VERIFICATION & SITE VISIT

1. Eligible Bidders may request the Liquidator to arrange for physical verification of the assets of the Company (including Excluded Assets) and related site visits. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the e-auction process.
2. The Liquidator may coordinate a site visit for Eligible Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Eligible Bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms, and conditions, if any, with respect to such site visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidders.

XI. DUE DILIGENCE

1. The Liquidator shall endeavour to provide necessary assistance, facilitating the conduct of due diligence by the Eligible Bidders. The information and documents shall be provided by the Liquidator in good faith. Eligible Bidders will be provided access to the Data Room.
2. Please note that Eligible Bidder(s) will gain access to Data Room, documentation, additional information required for due diligence. Further, if needed, the site visits or access to the Data Room, for the Eligible Bidders may be coordinated by the Liquidator (at his discretion).
3. Bidder(s) may note that the Liquidator would not have verified any of the information, data or documents shared and shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions contained in the shared data. The Qualified Bidders, prior to

participation in e-Auction should make their independent inquiries searches, and diligence about the Company at their own expenses and satisfy themselves.

4. The Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred in carrying out of due diligence, search of title to the assets of the Company and matters incidental thereto or for any purpose in connection with the E-Auction Process.
5. It must also be noted that the Liquidator does not give any assurance or warranty of the physical condition of the Company's assets and their suitability for any sort of operation that the Bidder envisages.
6. All local taxes / maintenance fee / electricity / water charges / annual lease rentals / unearned income in case of leasehold properties, etc., if any outstanding as on a date or yet to fall due in respect of a relevant asset of the Company should be ascertained by and would be borne by the Successful Bidder.

XII. EARNEST MONEY DEPOSIT

1. In order to become a Qualified Bidder and participate in the E-Auction Process, an Eligible Bidder shall **deposit at least 2(two) days prior to the E-Auction Date**, INR 3,00,000 (Indian Rupees Three Lakh Only) as earnest money ("Earnest Money Deposit" or "EMD")
2. The Earnest Money Deposit shall be provided by way of a Demand Draft issued by any scheduled commercial bank in India in favor of "GADGETSGURRU.COM INDIA PRIVATE LIMITED – IN LIQUIDATION". Earnest Money Deposit may also be provided by the Eligible Bidder (s) by way of direct bank transfer (RTGS / NEFT) to the bank account specified below. No interest will be paid to the Eligible Bidder (s) in relation to the amount deposited as Earnest Money Deposit.
3. Eligible Bidders providing the non-interest-bearing Earnest Money Deposit by remittance of funds to the bank account of the Company should transfer funds through RTGS / NEFT to the account number provided as below:

Account No.	41100881761
Beneficiary Name	GADGETSGURRU.COM INDIA PRIVATE LIMITED LIQUIDATION ACCOUNT
Bank Name	STATE BANK OF INDIA
Branch	Branch: (11738)-Thirumurthy Nagar, Chennai-600034
IFSC	SBIN0011738

4. All payments made by the Eligible Bidder shall be intimated to the Liquidator at ip.sivagurunathan@gmail.com along with a scanned copy of the remittance challan and such intimations shall clearly indicate the following:
 - i. Description of the Asset Lot the Eligible Bidder wants to bid for and/or the whether the Eligible Bidder wants to bid for the purchase of the Company as a in slump sale or standalone or piecemeal basis
 - ii. Reserve Price
 - iii. Earnest Money Deposit (in INR)
 - iv. Mode of Earnest Money Deposit payment
 - v. Payer's bank and account number
 - vi. Instrument number and date

Eligible Bidders shall preserve the original remittance challan and produce the same in front of the Liquidator as and when demanded. No documents (including copies of remittance challans) shall be furnished to the Agency directly by an Eligible Bidder.

An undertaking to deposit the Earnest Money Deposit in order to be a Qualified Bidder shall be entered in the Bid Form submitted by the Interested Bidder. The entire Earnest Money Deposit amount shall be remitted by an Eligible Bidder(s) from a single bank account only which should be owned by the Interested Bidder. In the event, the entire Earnest Money Deposit is remitted by an Associate Company of an Eligible Bidder, the same shall be duly notified to the Liquidator in writing (along with duly certified documents which goes on to establish that the remitter of funds is an Associate Company of the Eligible Bidder).

5. The details of the applicable and payable Earnest Money Deposit (to be calculated on the basis for which an Interested Bidder is bidding) shall be entered in the Bid Form submitted by the Interested Bidder. The entire Earnest Money Deposit amount shall be remitted by an Eligible Bidder(s) from a single bank account only which should be owned by the Interested Bidder. In the event, the entire Earnest Money Deposit is remitted by an Associate Company of an Eligible Bidder, the same shall be duly notified to the Liquidator in writing (along with duly certified documents which goes on to establish that the remitter of funds is an Associate Company of the Eligible Bidder).
6. Subject to the first proviso below, the Earnest Money Deposit without interest shall be returned to unsuccessful Qualified Bidder(s) within 5 (five) days of the date of closure of the E-Auction process or cancellation of the E-Auction process.

Provided that, in the event, the Liquidator proposes to cancel the E-Auction process on the scheduled date or decides not to accept any of the bids submitted during the E-Auction process, and in both the instances, proposes to follow up the same with another E-Auction process, then if a Qualified Bidder indicates in writing its desire to receive a refund of its Earnest Money Deposit, then the Earnest Money Deposit shall be returned to the Qualified Bidder, within 7 (seven) days of giving notice requesting for the return of the Earnest Money Deposit. Provided further that, failure to participate in a round of E-Auction or requesting a refund of the Earnest Money Deposit shall not debar a Qualified Bidder from participating in any subsequent round(s) of E-Auction.

7. For a Successful Bidder, the Earnest Money Deposit shall be allowed to be set-off against or used as part of the consideration in the final payment only.

XIII. FORFEITURE OF EARNEST MONEY DEPOSIT

1. The Earnest Money Deposit, paid by bank transfer or demand draft may be forfeited, at any time, upon the occurrence of any of the following events:
 - (i) if any of the conditions under this Sale Process Memorandum are breached by the Qualified Bidder or in case the Qualified Bidder is found to have made any misrepresentation; or
 - (ii) if the Qualified Bidder or any person acting jointly or in concert with such Qualified Bidder is found to be ineligible to submit a bid under Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading

declaration of eligibility under Section 29A of the IBC (as amended from time to time);
or

- (iii) if the Successful Bidder does not accept the Letter of Intent issued by the Liquidator within the period and in the manner specified; or
- (iv) if the Successful Bidder fails to pay the balance sale consideration (plus any applicable GST, if any) before the expiry of the period for payment of the same.

XIV. DECLARATION OF SUCCESSFUL BIDDER

1. The Liquidator shall determine and at his sole discretion, declare at the end of the E-Auction, the Successful Bidder(s). Determination of the Successful Bidder(s) shall be done on the basis of the highest bid received for the Asset via the E-Auction, unless the Liquidator determines at his sole discretion that the highest Bidder shall not be identified as the Successful Bidder. No Qualified Bidder shall quote below the Reserve Price during the e-Auction process.
2. Where the Earnest Money Deposit has been provided by means of remittance to the Company's bank account or by Demand Draft, such funds will be retained by the Liquidator as part payment of the consideration that the Successful Bidder has agreed to pay for the Asset towards purchase of the Company's Asset.
3. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone / cancel the e-Auction at any stage without assigning any reason therefor.

XV. ISSUANCE OF LETTER OF INTENT

1. The Liquidator shall, as soon as reasonably possible following the end of the E-Auction, but not more than 7 (seven) days from the end of E-Auction, issue to the Successful Bidder, a letter of intent ("LoI"/ "Letter of Intent"), as per the format in Annexure-VII, inviting the Successful Bidder to provide balance sale consideration (plus any applicable GST, if any) within 30 (Thirty) days of the date of issuance of the LoI and sale order from NCLT by approving the successful bidder selected via e-auction process by the Hon'ble National Company Law Tribunal, Chennai Bench ("NCLT"). However, any payment after 30 days from the date of demand shall attract interest @ 12% and the transaction has to be completed within 90 days. This LoI per se does not confirm the sale of the Company's Asset in favor of the Successful Bidder. Confirmation of sale is subject to the fulfillment of conditions stated hereunder, the approval of the Liquidator and compliance of Applicable Laws and approval by the Hon'ble National Company Law Tribunal, Chennai Bench ("NCLT").
2. The Successful Bidder shall, within a period of 1 (one) day from the date of issuance of the LoI, unconditionally accept the LoI, and record such acceptance by providing the Liquidator with 1 (one) copy of the LoI with an endorsement stating that such LoI is, "Accepted Unconditionally", under the signature of the authorized Director / Authorized Signatory of the Successful Bidder.
3. Failure to accept the Letter of Intent within the time period specified may result in the disqualification of the Successful Bidder along with the cancellation of the LoI and forfeiture of the Earnest Money Deposit.

4. In case of disqualification of a Successful Bidder, the Qualified Bidder who had submitted the next highest bid, may be asked to match the Successful Bidder's bid and be considered the new Successful Bidder. Should the latter be unwilling to match the bid submitted by the earlier Successful Bidder, the Liquidator, at his sole discretion, may decide to carry out a fresh E-Auction.

XVI. COMPLETION OF SALE

- a) In case of sale of the asset of the Company, the transfer of ownership and control of the asset shall take place by way of transferring the asset in the name of the Successful Bidder. The sale certificate shall be issued only in the name of the Successful Bidder (and its nominees who are 'eligible' in accordance with the parameters set forth under Page 15 of this Sale Process Memorandum) and will not be issued in any other name. The Successful Bidder shall bear all the necessary expenses like applicable stamp duties/additional stamp duty / transfer charges, registration expenses, fees, etc., for acquisition of ownership/ control over the Company.
- b) The Successful Bidder shall be required to provide balance sale consideration within 30 (Thirty) days of the date of issuance of the Lol and sale order from NCLT by approving the successful bidder selected via e-auction process by the Hon'ble National Company Law Tribunal, Chennai Bench ("NCLT"). However, any payment after 30 days from the date of demand shall attract interest @ 12% and the transaction has to be completed within 90 days. Where the Successful Bidder has provided Earnest Money Deposit by remittance of cash to the bank account of the Company or Demand draft, the balance sale consideration shall be an amount equal to the bid sum reduced by the Earnest Money Deposit already paid (plus any applicable GST, if any).
- c) On payment of the full amount of sale consideration and any applicable GST (if any) and further execution of sale certificate in favour of the Successful Bidder, the ownership and control of the Company shall stand transferred in favour of the Successful Bidder. Relevant documents/ certificates evidencing transfer will be issued and / or will be executed in the name of the Successful Bidder only and will not be issued in any other name(s). It is expressly stipulated that there are no implied obligations on the part of the Liquidator to do all acts, things, and deeds whatsoever for the completion of the sale.
- d) Default in payment of the balance sale consideration, as the case may be towards purchase of the Asset and any applicable GST, if any, by the Successful Bidder will result in disqualification of the Successful Bidder, including forfeiture of Earnest Money Deposit.

XVII. FRAUDULENT AND CORRUPT PRACTICES

The Bidders shall observe the highest standard of ethics prior to and during the E-Auction process and subsequently during the closure of the E-Auction process and declaration of Successful Bidder. Notwithstanding anything to the contrary contained in this Sale Process Memorandum, or in the Lol, the Liquidator shall reject an auction bid and/or revoke the Lol, as the case may be, without being liable in any manner whatsoever to the Qualified / Successful Bidder, if the Liquidator, in his sole discretion, determines that the Qualified / Successful Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Liquidator may invoke the Earnest Money Deposit without prejudice to any other right or remedy that may be available to the Liquidator under this Sale Process Memorandum or Applicable Law.

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

- (i) **“Coercive Practice”** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction process;
- (ii) **“Conflict of Interest”** shall mean an event or circumstance, determined at the discretion of the Liquidator, where a Bidder is found to be in a position to have access to information about, or influence the bid of another Bidder pursuant to a relationship of such Bidder (excluding any commercial relationship pursuant to the ordinary course of business) with the other Bidder or Company, group companies of the Company, or affiliates of the Company, directly or indirectly, or by any other means including colluding with other Bidder(s), the Company, or group companies of the Company;
- (iii) **“Corrupt Practice”** shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction process); or (ii) engaging in any manner whatsoever, during the auction process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;
- (iv) **“Fraudulent Practice”** shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction process;
- (v) **“Restrictive Practice”** shall mean forming a cartel or arriving at any understanding or arrangement among the Bidder(s) with the objective of restricting or manipulating a full and fair competition in the auction Process; and
- (vi) **“Undesirable Practice”** shall mean (i) establishing contact with any person connected with or employed or engaged by the Liquidator with the objective of canvassing, lobbying, or in any manner influencing or attempting to influence the auction process; or (ii) having a Conflict of Interest.

A Bidder shall not involve itself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders. An Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the assets to any other party, other than to his professional advisors and financiers, who are in each case required in the course of their duties to receive and consider the same for the purpose of advising in relation to the transaction and who are bound by confidentiality obligations that are at least as stringent as the obligations that the Bidder is subject to.

XVIII. COSTS, EXPENSES, AND TAX IMPLICATIONS

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

- b) The Bidders shall not be entitled to receive reimbursement of any expenses which may have been incurred in carrying out of the due diligence, a search of title to the Asset and matters incidental thereto or for any purpose in connection with the E-Auction process.
- c) It is to be noted that all taxes applicable whether direct and / or Indirect taxes and / or duties and / or penalties and / or interest (including stamp duty implications and registration charges) on the sale of the Asset would be borne by the Successful Bidder. Some of the costs and charges for the sale transaction may include inter-alia the following:
- i. The sale of the Company's Asset attracts stamp duty, registration charges etc. as per relevant Applicable Law(s);
 - ii. The sale of the Asset attracts payment of lifting charges, unpaid duties, etc. which shall be determined by an Eligible Bidder, beforehand.
 - iii. The Successful Bidder shall bear all the necessary expenses like applicable stamp duties additional stamp duty / transfer charges, fees, etc. for transfer of the Company in its name and/or the Asset Lot 2; and
 - iv. The payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, cess or other applicable tax i.e. GST, TDS etc.

For the avoidance of doubt, it is hereby clarified that all the aforesaid costs shall be payable over and above the bid offered during the E-Auction process.

- d) The Eligible / Qualified Bidder(s) shall be responsible for fully satisfying the requirements of related Liquidation Process Regulations as well as all Applicable Laws that are 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.

XIX. MODIFICATION IN TERMS AND CONDITIONS

In the interest of the liquidation process of the Company, the Liquidator reserves the right to alter, modify, or relax any of the terms and conditions mentioned in this Sale Process Memorandum. Any such alteration, modification, or relaxation, to the terms and conditions contained in this document, shall be binding on all the Bidder.

XX. GOVERNING LAW AND JURISDICTION

This Sale Process Memorandum and any information provided earlier or subsequently, the auction process and the other documents pursuant to the Sale Process Memorandum shall be governed by the laws of India and any dispute arising out of or in relation to the Sale Process Memorandum or the auction process shall be subject to the exclusive jurisdiction of Hon'ble NCLT, courts, and tribunals at Chennai.

ANNEXURE I - BID APPLICATION FORM

Date:

T.SIVAGURUNATHAN

Liquidator in the matter of GADGETSGURRU.COM INDIA PRIVATE LIMITED
IBBI (Regn No. IBBI/IPA-001/IP-P01343/2019-2020/12524)

Address: New No.14B/S1, 2nd Floor, Dwaraka Apartments 4th Main Road,
New Colony, Chrompet, Chennai – 600044.

Mail: ip.sivagurunathan@gmail.com, Mobile Number: 9894517944

Dear Sir,

We are desirous of participating in the E-Auction of Sale of the Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation by the Liquidator who has been appointed by the Hon'ble National Company Law Tribunal, Chennai Bench vide order dated 11th March 2022.

We also understand that upon selection as an Eligible Bidder, we shall be required to make the Earnest Money Deposit, details of which are set forth hereafter in order to become a Qualified Bidder and participate in the E-Auction through the Platform.

Details of Corporate Debtor:

Name	
Account Number	
Bank Name	
Branch	
IFSC	

Details of Interested Bidder:

Name of Interested Bidder	
Constitution of Interested Bidder	
Contact Number	
E-Mail ID	
PAN	
Address	

Details of Earnest Money Deposit to be made in order to become a Qualified Bidder:

Description of the Asset Lot the Eligible Bidder wants to bid for and/or the whether the Eligible Bidder wants to bid for the purchase of the Company's asset.	
Reserve price	
Earnest Money Deposit to be made	
Mode of Earnest Money Deposit payment	

Bank Details of the Interested Bidder:

Name	
Account Number	
Bank	
Branch	
IFSC	

KYC documents being provided:

- a) Duly certified copy of the certificate of incorporation or registration;
- b) Duly certified copy of memorandum and articles of association or partnership deed (In case of registered partnership firms or limited liability partnership), etc.;
- c) The last available audited balance sheet;
- d) Permanent Account Number; and
- e) GSTIN;

I/We/M/s. also enclose copies of the required KYC documents. We request you to kindly verify the same and allow us to kindly participate in the due diligence and/or site visits and/or further discussions

with respect to our participation in the E-Auction of Sale of the Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED – In Liquidation.

Signature

Place:

Date:

**ANNEXURE II - DECLARATION BY INTERESTED BIDDERS
(To be notarized)**

To

T.SIVAGURUNATHAN

Liquidator in the matter of GADGETSGURRU.COM INDIA PRIVATE LIMITED

IBBI (Regn No. IBBI/PA-001/IP-P01343/2019-2020/12524)

Address: New No.14B/S1, 2nd Floor, Dwaraka Apartments 4th Main Road,
New Colony, Chrompet, Chennai – 600044.

Mail: ip.sivagurunathan@gmail.com, Mobile Number: 9894517944

Dear Sir,

1. I/We, (insert name and address of the Interested Bidder) aforesaid do hereby state that I/We have read the entire terms and conditions for the sale of the Asset of M/s. GADGETSGURRU.COM INDIA PRIVATE LIMITED (In Liquidation) as specified and have understood them fully. I/We hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the e-auction process.
2. I/We declare that the Earnest Money Deposit shall be duly made by me/us as against my/our bid, failing which I/We will not be allowed to participate in the e-Auction Process.
3. I/We further understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be canceled and in such case, the Earnest Money Deposit and/or any monies paid by me/us is liable to be forfeited by the Liquidator and the Liquidator will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our bid for purchase of the Asset of M/s. GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation forming part of liquidation estate is accepted by the Liquidator and if, I/We, fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to make payment of final sale consideration and any applicable GST, if any, within the specified timeline and/or fail to fulfil any/all the terms and conditions of the auction (including the Lol), except as otherwise permitted in the Sale Process Memorandum dated [Insert date] issued by the Liquidator seeking submission of bids for purchase of the asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation, the Earnest Money Deposit and other monies paid by me/us thereafter, are liable to be forfeited.
5. I/We also understand that the Earnest Money Deposit shall be retained by the Liquidator and returned only in accordance with the timelines and circumstances specified in the Sale Process Memorandum. I/We, state that I/We, have fully understood the terms and conditions therein and agree to be bound by the same.

6. I/We confirm that our participation in the e-auction process and submission of bid for acquisition of the Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation pursuant to the Sale Process Memorandum will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws applicable to me/us; or (iii) any authorization or approval of any government agency or body applicable to me/us; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me/us; or (v) any agreement to which I am / we are a party or by which I am / we are bound.
7. I/We confirm that upon qualification as a Successful Bidder, all local taxes/maintenance fee/electricity/water charges/ annual lease rentals/ unearned income in case of properties, etc., if any outstanding as on a date or yet to fall due in respect of the Company would be ascertained by me/us and would be borne by me/us without any recourse to the Liquidator.
8. That the Liquidator reserves the right to request for additional information or clarification from me/us in relation to my/our proposal and I/we shall promptly comply with such requirements. Failure to satisfy the queries of the Liquidator within the given timelines may lead to the rejection of my/our proposal.
9. That submission of my/our proposal alone does not automatically entitle me/us to participate in the next stage of the bid process. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to me/us shall be binding on me/us. We acknowledge that the Liquidator reserves the right to determine at his sole discretion, whether or not I/we qualify for the submission of the proposal and may reject my/our proposal without assigning any reason whatsoever.
10. Subject to the provisions contained in the Sale Process Memorandum, I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and/or additions or deletions to the time of auction portal and assets of the Corporate Debtor.
11. I/ We confirm that the Liquidator and his professional advisors along with employees/ agents/ advisors, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the e-auction portal due to any unforeseen circumstances, etc. before or during the auction event.
12. /We hereby confirm that I/we are not ineligible to purchase the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

Signature
(Name & Address)
E-Mail
Mob. No

ANNEXURE III – AFFIDAVIT

[To be notarized and stamped with adequate value as per the stamp laws prevailing in the Indian state of execution of this Affidavit]

I, [insert the name of the authorized signatory of the Interested Bidder], aged about [___] years, being the authorized signatory of [insert name of the Interested Bidder/member of consortium] having its

registered office at [insert address] (“Interested Bidder”), do hereby solemnly affirm and the state as under:

1. That I am duly authorized and competent to make and affirm the instant affidavit for and on behalf of the Interested 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 Interested Bidder is aware of that, in terms of proviso to sub-section (f) of Section 35(1) of Insolvency and Bankruptcy Code, 2016 (“IBC”), read with Section 29A of IBC, certain persons / category of persons have been specified as ineligible for the purposes of participation in an auction to acquire / purchase asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED –In Liquidation.
3. On behalf of the Interested Bidder, I confirm, that it is eligible to participate in the auction process (“Bid”) for purchase of asset of M/s. GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation in accordance with IBC and related rules and regulations issued thereunder, and any other Applicable Law(s).
4. Neither [insert name of the Interested Bidder] nor any person acting jointly with [insert name of Interested Bidder] or any person who is a promoter or in the management or control of [insert name of Interested Bidder] or any person acting jointly with [insert name of Interested Bidder] is a person who would have been ineligible under Section 29A of the IBC to be a resolution applicant.
5. On behalf of the Interested Bidder, I acknowledge that the Liquidator reserves the right to verify the authenticity of the information and/or the documents submitted by it pursuant to the communication and the Liquidator may request, at his own discretion, for any additional information or documents, as may be required by the Liquidator, for the purposes of verifying the information so submitted by us. On behalf of the Interested Bidder, I unconditionally and irrevocably undertake, that we shall provide all data, documents, and information as may be required to verify the statements made under this Affidavit.
6. On behalf of the Interested Bidder, I confirm that the information and/or documents submitted by us to the Liquidator in accordance with the past communications are true, correct, accurate, and complete in all respects and we have not provided any information, data, or statement which is inaccurate or misleading in any manner. I further confirm that in the event the Liquidator determines that we have made any misrepresentation, concealed material information, made a wrong statement, or submitted information which is misleading in nature, the Liquidator shall have the right to take any action as he deems fits in accordance with the applicable law, including pursuant to IBC and related rules and regulations.
7. On behalf of the Interested Bidder, I undertake that if during the interim period i.e. on and from the date of this Affidavit until the date of transfer of the Company in slump sale or standalone or piecemeal basis and/or Asset Lot 2 in terms of the auction process, it becomes ineligible to become a resolution applicant under applicable law, including under Section 29A of IBC, it shall immediately and in no event later than two days of such ineligibility, disclose to the Liquidator of its ineligibility in writing with reasons for the same (“Disclosure”). I agree, acknowledge, and confirm on behalf of the Interested Bidder, that upon being informed of such Disclosure, the Liquidator 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 Sale Process Memorandum, including forfeiture of Earnest Money Deposit submitted by it (as defined in the Sale Process Memorandum).
8. I state that the contents of paragraph nos. 1 to 7 hereinabove, are true to my knowledge.

Solemnly affirmed by the said [Insert the name of the authorized signatory] at [insert place] on this day of [insert date].

Identified by Me

Deponent

Advocate

Before Me,

Notary

Notes:

1. Please note that in case of the Interested 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 Interested 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 a partner of the LLP.
3. Please note that in case of the Interested Bidder being a Trust, the affidavit will be provided by the Authorised Trustee(s) of the Trust along with certified copies of the enabling resolution duly passed at the meeting of the Board of Trustees and the trust deed.

ANNEXURE IV - BOARD RESOLUTIONS

(On the letterhead of the interested bidder)

(To be appropriately modified depending on the constitution of the Interested Bidder)

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

WHEREAS pursuant to the public announcement dated [Insert date] and subsequent to the Sale Process Memorandum dated [Insert date] ("SPM"), issued by the Liquidator on behalf of M/s. GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation, in relation to the acquisition/purchase of Asset of the Company is desirous of participating in the auction 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 auction process in accordance with the terms of the SPM, including the following:

- a) participating in the auction process for acquisition / purchase of Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation and submit and sign other requisite documents, in accordance with the terms of the SPM;
- b) execute all other agreements, deeds, writings, and LOI as may be required in relation to the auction process, including any amendments or modifications as may be suggested by the Liquidator;
- 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 copy//

For the Company

Director(s) / Company Secretary

Notes:

- 1) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 2) In case of the Board Resolution being provided by a company incorporated in India, the Board Resolution shall be notarized by a notified notary. In the event the Board resolution is from a company incorporated outside India, the same shall be duly notarized in the jurisdiction of incorporation of the company.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, a reference to the Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such a case, the foreign entity shall submit an opinion issued by the legal counsel of such foreign entity, stating that the board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.
- 4) The Board Resolution is to be certified by the Company Secretary / Directors, in accordance with applicable law and the constitutional documents of the Company.

**ANNEXURE V - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(to be executed on stamp paper of INR 500/- by the Interested Bidder.)**

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (hereinafter referred to as “Agreement”) is made on this [insert day] day of [insert month], 2022 (hereinafter referred to as “Effective Date”), amongst:

1. GADGETSGURRU.COM INDIA PRIVATE LIMITED (In Liquidation), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No.56, Veerabadran Street, Nungambakkam, Chennai – 600034. Tamil Nadu, acting through CA T.SIVAGURUNATHAN, the Liquidator appointed as the liquidator for GADGETSGURRU.COM INDIA PRIVATE LIMITED under the order of the National Company Law Tribunal, Chennai Bench dated 11th March 2022 (hereinafter referred to as “GADGETSGURRU.COM” or “Company” or “Disclosing Party” which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), of the FIRST PART;

AND

2. [Insert name of Interested Bidder], [a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of the Companies Act, 2013 / a company incorporated under the provisions of the Companies Act, 2013] [please retain / insert appropriate description] having its registered office at [insert registered office address]

(hereinafter referred to as the “Receiving Party”, which shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors), of the SECOND PART.

(The Disclosing Party and the Receiving Party shall hereinafter individually be referred to as “Party” and collectively as the “Parties”).

WHEREAS:

Disclosing Party is inter alia engaged in the business of trading in electronic gadgets like mobile phones, cameras, computers, printers, peripherals and other electronic equipment and to act as distributors and marketers of branded and imported electronic equipment in India. The Hon’ble National Company Law Tribunal, Chennai Bench (“NCLT”) vide its order dated 11th march 2022 (“Order”), has directed the liquidation of GADGETSGURRU.COM under the provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 and appointed CA T.SIVAGURUNATHAN, an insolvency professional having IP Registration number: IBBI/IPA-001/IP-P01343/2019-2020/12524 as the liquidator (“Liquidator”) of GADGETSGURRU.COM.

The Liquidator has floated a sale process memorandum dated [Insert date] in relation to the sale of GADGETSGURRU.COM (“Sale Process Memorandum”) by way of e-auction process in accordance with provisions of the Companies Act, 2013, Companies (Winding Up) Rules 2020 and other applicable rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in the Sale Process Memorandum.

- A. The Receiving Party is interested to participate in the participating in the E-Auction for acquisition / purchase of GADGETSGURRU.COM as a in slump sale or standalone or piecemeal basis and/or Asset Lot 2 on “as is where is”, “as is what is”, “whatever there is” and “no recourse basis” (“Transaction”) and for the purposes of Due Diligence (subject to the Receiving Party being eligible in terms of the Sale Process Memorandum) and to enable the Receiving Party to bid and to evaluate the Transaction, GADGETSGURRU.COM may (including through any officers, and/or advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors), from time to time, disclose certain “Confidential Information” (hereinafter defined) to the Receiving Party, including but not limited to, such information as is specified in the Sale Process Memorandum.
- B. The Receiving Party agrees to enter into this Agreement to, inter alia, keep confidential all Confidential Information that may be disclosed to it and/or its Representatives (hereinafter defined), in the manner set out hereinafter.

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder, the Company and the Receiving Party agree as follows:

1. DEFINITIONS

- 1.1 “**Confidential Information**” means any and all information disclosed or submitted to the Receiving Party by or on behalf of the Disclosing Party (including by any officers, and/or any advisors including without limitation, duly constituted attorneys, accountants, legal advisors, process advisors and financial advisors of the Disclosing Party) in written, representational, electronic, verbal or other form and includes (i) all data, materials, prices, debts, products, technology, computer programs, specifications, manuals, business plans, software, marketing

plans, financial information, human resource information and any other information; (ii) all technical, commercial, operational, financial, accounting, legal and administrative information, and any notes, analyses, compilations, studies, forecasts, interpretations, memoranda, summaries, reports and other materials which contain, reflect or are based upon, in whole or in part, any of such information; (iii) information about the Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the status thereof, that discussions or negotiations are occurring or have occurred, the existence of this Agreement; (iv) information and details regarding the terms, conditions and structure of, and other facts relating to, GADGETSGURRU.COM and/or the Transaction, including the status thereof, whether oral, on paper or computer disk or in electronic format; whether prepared by the Disclosing Party, its advisors or other third party on behalf of the Disclosing Party; and/or (v) all reports, analysis, studies, compilations, interpretations or other documents or materials (whether on paper or computer disk or in electronic format) prepared by the Receiving Party or its Representatives which contain, refer to, reflect, enhance, modify, improve, quote or are based upon, in whole or in part, the information mentioned in (i), (ii), (iii) and/or (iv) which is provided to the Receiving Party and/or its Representatives in connection with the Transaction; and/or (vi) any documents / records relating to the examination, clarification, evaluation, negotiations or discussions of a bid submitted by any other interested bidder, including minutes of meetings of the stakeholders consultation committee, reports prepared by the Liquidator or any other information of a similar nature.

1.2 **“Disclosing Party”** shall have the meaning ascribed to it in the title clause hereinabove.

1.3 **“Receiving Party”** shall mean the Interested Bidder, receiving confidential information from the Disclosing Party or from any person acting on behalf of the Disclosing Party.

1.4 In relation to the Receiving Party, its **“Representative”** shall mean any agent, officer, employee, director, legal or financial advisor, affiliate, investor, counsel, potential financing source who (i) needs to know such information for the sole purpose of the Transaction; (ii) who agrees to keep such information confidential in accordance with the provisions of this Agreement and the IBC, the Liquidation Process Regulations and the Applicable Laws; (iii) who is provided with a copy of this Agreement; (iv) who agrees to be bound by the terms contained in this Agreement to the same extent as if it was a party hereto; and (vi) who has confirmed that it has no conflict with the Disclosing Party, and the term **“Representatives”** shall be construed accordingly. In relation to any Disclosing Party, its **“Representative”** shall mean any agent, officer, employee, director, consultant, legal or financial advisor, authorized attorney, accountant and/or any other person duly authorized in this regard.

Terms and conditions not defined herein shall have the meanings ascribed to them in the Sale Process Memorandum. This Agreement shall constitute an integral part of the Bid Documents.

USE OF CONFIDENTIAL INFORMATION

2.1. The Confidential Information divulged by the Disclosing Party to the Receiving Party and/or its Representatives will be received and treated by the Receiving Party and/or its Representatives as – (i) strictly confidential; and (ii) in accordance with Applicable Law. The Receiving Party and its Representatives shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose, disseminate, reproduce, quote, share with, refer to, use or make available to any other person, or use or permit others to disclose of use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in Clause 2.2 below. Without prejudice to the above, the Receiving Party and its

Representatives shall comply with all provisions of law applicable to confidential information and insider trading.

- 2.2. Notwithstanding the provisions of Clause 2.1 above, the Receiving Party may disclose the Confidential Information received under this Agreement to its Representatives (as defined in Clause 1.4 above) in accordance with Applicable Laws in relation to confidentiality and on a strict “need-to-know” basis and solely for the purpose of enabling assessment and evaluation of the Transaction (“Purpose”).
- 2.3. The Receiving Party and the Representative shall exercise the same standard of care in respect of the security and safekeeping of the Confidential Information disclosed hereunder as the Receiving Party and its Representatives exercise in respect of its own confidential information.
- 2.4. The Receiving Party understands and acknowledges that pursuant to the order of the NCLT dated 11th March 2022, the NCLT commenced the liquidation of GADGETSGURRU.COM and appointed T.SIVAGURUNATHAM as the Liquidator of GADGETSGURRU.COM. None of the Disclosing Party nor the Liquidator makes any representation or warranty or inducement, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Confidential Information. Neither the Receiving Party nor any of its Representatives shall be entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Confidential Information, whether for the purpose of formulation of the Transaction and/or otherwise in relation to GADGETSGURRU.COM . Further, none of the Disclosing Party nor the Liquidator shall, now or in future, have any liability to the Receiving Party or any other person resulting from Receiving Party’s or its Representative’s use of the Confidential Information.
- 2.5. The Receiving Party shall indemnify and hold harmless the Disclosing Party against all direct losses, damages and liabilities including but not limited to all legal fees and expenses on a solicitor and client basis arising from or connected with any unauthorized disclosure, use or misuse of the Confidential Information whether by itself or its Representatives. The Receiving Party further agrees and undertakes, at its sole cost and expense, to take any and all reasonable measures (including but not limited to court proceedings) to restrain any person to whom it has disclosed Confidential Information, directly or indirectly, from disclosing or using the Confidential Information in violation of this Agreement.
- 2.6. The Receiving Party acknowledges that it shall be responsible for any breach of this Agreement by the Receiving Party and/or any of its Representatives, employees or employees of its Representatives.
- 2.7. The Receiving Party shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, who are already engaged by the Disclosing Party in relation to the liquidation process of GADGETSGURRU.COM.
- 2.8. If the Receiving Party decides not to proceed with the Transaction, it will promptly notify the Liquidator in writing of that decision. The Receiving Party shall immediately, upon the earlier of (a) the conclusion of the Transaction; or (b) termination of this Agreement as per Clause 12 below; or (c) a notification by the Disclosing Party, for any reason or for no reason, surrender and return to the relevant Disclosing Party, all Confidential Information in its possession, or destroy the same in accordance with the directives of the Disclosing Party.

2.9. The Receiving Party shall not publish any news release or make any announcements or deny or confirm in any medium concerning this Agreement in any manner nor advertise or publish the same in any medium.

2.10. The Receiving Party shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized third party provided that such notification shall not relieve the Receiving Party from any liability arising from its breach of this Agreement.

2.11. The Receiving Party shall protect any intellectual property of GADGETSGURRU.COM which it may have access to which is provided or made available to by the Disclosing Party.

2.12. The Receiving Party shall not utilize the Confidential Information to avail any undue gain or undue loss to itself or any other person and shall comply with the provisions of the IBC and the rules and regulations prescribed thereunder.

3. EXCEPTIONS

The Receiving Party's obligations hereunder shall not apply to Confidential Information which:

- 3.1. at the time of its disclosure, is in the public domain or which after disclosure becomes part of public domain through no fault or wrongful act of the Receiving Party or its Representatives; or
- 3.2. was known to the Receiving Party, as evidenced by documentation, prior to its disclosure in connection with the Transaction provided that the source of such information was not known by the Receiving Party or any of its Representatives, after reasonable inquiry and investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation or confidentiality to the Disclosing Party or any other party with respect to such information; or
- 3.3. is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

4. NON-DISCLOSURE OF TRANSACTION

It is agreed that without the prior consent of the Disclosing Party, the Receiving Party shall not disclose and shall ensure that its Representatives do not disclose to any person or entity (a) that the Confidential Information has been made available to it or its Representatives, (b) that discussions are taking place concerning possible transactions between the Parties, or (c) any terms conditions or other facts with respect to any such possible transaction, including the status thereof.

5. NOTICE

5.1 The Receiving Party further agrees that all communications (both written and oral) regarding the Confidential Information and/or the Transaction, requests for additional information, and discussions or questions regarding procedures related to the Transaction, will be sent only to GADGETSGURRU.COM through the Liquidator, and not directly to any of the Company's affiliates or any of their respective directors, officers or employees.

5.2 All notices, statements or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered by hand, or through a reputed international courier company or through speed post to the address set forth below, or by sending it by email (with delivery of a notification with return receipt requested) to the email address as set forth below:

Notice Details of GADGETSGURRU.COM (Liquidator):

T.SIVAGURUNATHAN

Liquidator in the matter of GADGETSGURRU.COM INDIA PRIVATE LIMITED

IBBI (Regn No. IBBI/IPA-001/IP-P01343/2019-2020/12524)

Address: New No.14B/S1, 2nd Floor, Dwaraka Apartments 4th Main Road,
New Colony, Chrompet, Chennai – 600044.

Mail: ip.sivagurunathan@gmail.com, Mobile Number: 9894517944

Notice Details of Receiving Party:

[to be inserted by the Receiving Party]

6. COMPELLED DISCLOSURE

In the event that the Receiving Party or any of its Representatives are required by Applicable Law, regulation or any competent judicial, supervisory or regulatory body to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, however in the written opinion of the counsel of the Receiving Party (which shall be furnished to the Disclosing Party), the Receiving Party or its Representatives are nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information, then the Receiving Party may disclose only such portion of the Confidential Information which, in the opinion of its counsel, the Receiving Party is compelled to disclose. The Receiving Party will not oppose any action by the Disclosing Party to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information. The Receiving Party and its Representatives will reasonably cooperate with the Disclosing Party in their efforts to obtain a protective order or other appropriate remedy that the Disclosing Party elects to seek to obtain, in their sole discretion.

7. OWNERSHIP OF MATERIALS / NO WARRANTY

Ownership of the Confidential Information, including all intellectual property rights and related rights in the Confidential Information or arising out of the use of the Confidential Information shall at all times remain with the Disclosing Party, in perpetuity and throughout the world. All improvements, derivatives, enhancements, modifications and recommendations to the Confidential Information will also belong exclusively to the Disclosing Party, and the Receiving Party agrees to specifically convey and assign, and hereby do convey and assign to the Disclosing Party all right, title and interest in and to the same in perpetuity and throughout the world. The Receiving Party covenants and agrees to sign any papers and do all acts necessary to secure for the Disclosing Party and/or its successors or assigns, any and all rights, titles and interest in any such improvements, derivatives, enhancements, modifications and recommendations, including rights to any patent and copyright in any jurisdictions, during the term of this Agreement, or any time thereafter.

8. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Within 15 (fifteen) days of completion of the Transaction, or being so requested in writing by the Disclosing Party, the Receiving Party shall promptly return or destroy the Confidential Information including all copies, or reproductions or other media containing such Confidential Information, save for such copies as may be required to be retained by law or for compliance with corporate governance requirements and internal policies and copies of electronically exchanged Confidential Information made as a matter of routine information technology backup. The Receiving Party shall provide a written certificate to the Disclosing Party regarding the destruction within 20 (twenty) days thereafter.

Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this Agreement. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder, which shall survive the termination of this Agreement.

9. INJUNCTIVE RELIEF

The Receiving Party acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the Receiving Party further acknowledges and agrees that the remedies of a specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to any other remedies available to the Disclosing Party at law or in equity.

10. INDEMNITY

The Receiving Party hereby agrees to indemnify and hold each of the Disclosing Party and their Representatives harmless, from and against all claims, demands, liabilities, losses, damages, costs and/or expenses (including all legal costs and expenses) suffered or incurred by such other Party or their Representatives due to a breach by the Receiving Party or its Representatives of the provisions of this Agreement.

11. NO LICENSE

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. The Receiving Party and its Representatives shall not use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

12. TERM AND TERMINATION

This Agreement shall remain valid and binding on the Parties until 2 (two) years from the Effective Date or such earlier date as may be mutually agreed by the Parties in writing. Upon expiry of this Agreement, the confidentiality obligations of the Parties shall cease, provided that payment obligations if any that may arise under this Agreement (including under the Clause 10 above) shall survive the termination of this Agreement.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the laws of India.

13.2 With respect to any action, suit or proceeding relating to this Agreement, the Receiving Party agrees to submit to the non-exclusive jurisdiction of the courts or tribunals of Kolkata.

13.3 The Parties agree that Clause 13.2 is for the benefit of the Disclosing Party only, and the Disclosing Party shall not be prevented from taking any action, suit or proceeding relating to this Agreement in any other court or tribunal of competent jurisdiction, if and to the extent permitted under Applicable Laws.

14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and undertakings, whether written or oral, except obligations imposed by law which shall be deemed a part of this Agreement. This Agreement may not be amended except in writing signed by all the Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any rights hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied except as required under statute.

14.2 This Agreement may not be amended or terminated except pursuant to a written agreement duly executed between the Parties.

14.3 If any term of provision of this Agreement is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce such term or provision in its reduced form for all purposes contemplated by this Agreement.

14.4 The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. The Disclosing Party reserves the right to assign all of its rights, powers, and privileges under this Agreement (including, without limitation, the right to enforce all of the terms of this Agreement) to any person who enters into the Transaction contemplated by this Agreement. The Receiving Party shall not assign this Agreement.

14.5 Any breach of provisions of this Agreement by any Party hereto shall not affect the other Party's non-disclosure and non-use obligations under this Agreement.

14.6 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

14.7 Capitalized terms used herein shall have the meaning given to the term in the Sale Process Memorandum.

IN WITNESS WHEREOF, this Agreement has been executed by, GADGETSGURRU.COM and the Receiving Party on the date mentioned hereinabove as follows

Accepted and agreed by Receiving Party as of the date first written above:

- (1) We confirm that we and our Representatives will keep all Confidential Information confidential.
- (2) We confirm that we and our Representatives shall not use any Confidential Information to cause an undue gain or undue loss to the Disclosing Party or any other person.

- (3) We and our Representatives will protect the intellectual property rights of the Company in relation to all Confidential Information.
- (4) We and our Representatives will not share any Confidential Information with any third party including any Representatives, without first ensuring that our obligations under this Agreement are complied with.
- (5) We and our Representatives will comply with all the terms and conditions of this Agreement and all Applicable Laws including without limitation to, the IBC and the regulations made thereunder.

By:

Name:

Title:

Company:

ANNEXURE VI - TECHNICAL TERMS & CONDITIONS OF E-AUCTION SALE

- 1) The Qualified Bidders shall have a valid e-mail ID, valid PAN Card, and KYC document to register with the E-Auction Service Provider and they are solely responsible for proper registration as May necessary on their portal.
- 2) Only upon verification of the Bid Documents and confirmation of remittance of Earnest Money Deposit will the Qualified Bidders be declared and thereafter, permitted to access the Platform for bidding for the asset.
- 3) The Qualified Bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Liquidator. Hence, Qualified Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
- 4) Qualified Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
- 5) Qualified Bidders are advised to change the password immediately on receipt thereof.
- 6) The declaration as per the format set out in Annexure-II must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the Qualified Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In the case of Qualified Bidder being an individual, the declaration must be personally signed by the Qualified Bidder. In case the Qualified Bidder is not an individual, the declaration must be signed by a person who is a Director or in full-time employment of the Qualified Bidder and duly authorized to sign the same.
- 7) Scanned copies of all the aforementioned documents are required to be submitted to the Liquidator in .pdf format, followed by the submission of original physical copies.

- 8) All bids placed are legally valid bids and are to be considered as bids from the Qualified Bidder himself/herself. It is pertinent to mention that if a Qualified Bidder places multiple bids, the last bid shall be considered to be the final bid of the Qualified Bidder.
- 9) The highest bid on the auction shall supersede all the previous bids of the respective Qualified Bidders. The Qualified Bidder with the highest offer/ bid does not get any right to demand acceptance of his bid.
- 10) Qualified Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Qualified Bidder's end. To avoid losing out on bidding because of the above- mentioned reasons, it is advised not to wait for the last moment. In any event, if one or more of the Qualified Bidders are unable to log onto the auction portal or unable to place their Bid with the stipulated time or form etc. due to technical reasons or otherwise, the Auction process will continue as per the agreed time and Liquidator is not expected or obligated to suspend or re-run the process.

ANNEXURE VII - LETTER OF INTENT

To,
[name to be inserted]
[address to be inserted]

Attn. [_____]

Re: E-Auction for acquisition/ purchase of Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED
- In Liquidation conducted on [_____]

Dear Sir/ Ma'am,

1. With reference to the above, you have submitted a successful bid ("Successful Bidder") in relation to the E-auction for acquisition/ purchase of Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED (In Liquidation) ("Company") auctioned on [_____].
2. You are requested to confirm your acceptance of this LOI within 2 (two) days of the date of issuance hereof with an endorsement stating that this LOI is, "Accepted Unconditionally", under the signature of the authorized director / authorized signatory. Within 15 (fifteen) days from the date of issuance of this LOI, you shall pay an aggregate amount of INR [_____] as the sale consideration towards the purchase of the Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation on "as is where is", "as is what is", "whatever there is" and "no recourse basis" ("Sale Consideration") plus any applicable taxes, if any, and as set out in the schedule to this LOI. Please note that failure to accept this LOI within the time period specified may result in your disqualification as the Successful Bidder along with the cancellation of this LOI and forfeiture of the Earnest Money Deposit, in relation to the captioned transaction issued by the Liquidator.
3. The Liquidator agrees that simultaneously upon full payment of Sale Consideration and any applicable tax, if any, the Liquidator shall execute relevant certificate(s) and/or documents evidencing transfer of the Company's Asset in your favour in sale of Asset of GADGETSGURRU.COM INDIA PRIVATE LIMITED - In Liquidation on "as is where is", "as is what is", "whatever there is" and "no recourse basis", without any representations and warranties, express or implied, on the part of the Liquidator.

4. This LOI is not a sale confirmation letter and is issued without prejudice to other terms and conditions of the Sale Process Memorandum. The issuance of this LOI shall not be deemed to be conveying any right, title, or interest in the Company itself in slump sale or standalone or piecemeal basis or any assets of the Company or the Asset Lot 2 or in any manner granting any right against the Liquidator, or their representatives and advisors, except to the extent any right has been created under this LOI.
5. In the event you are found to have made any misrepresentation, wrongful disclosure, or misleading declaration of eligibility, this LOI may be revoked and on account of such revocation, you shall have no right under this LOI.
6. Any contravention of the terms of this LOI, including non- acceptance of the contents hereof within the stipulated time period, shall lead to cancellation of this LOI, and the consequences provided in the Sale Process Memorandum shall apply.
7. You shall keep the contents of this LOI confidential, save and except where any disclosure is required under applicable laws or disclosure is required for securing financing or to your professional advisors and financiers, who are in each case required in the course of their duties to receive and consider the same for the purpose of advising you in relation to the transaction.
8. This LOI shall be governed by, and construed in accordance with, the laws of India and the Hon'ble National Company Law Tribunal, Kolkata Bench shall have exclusive jurisdiction over all disputes arising under, pursuant to, and/ or in connection with this LOI.
9. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sale Process Memorandum.

You are requested to unconditionally accept this LOI by countersigning this LOI and returning the same to me.

Yours faithfully,

Liquidator

Unconditionally agreed and accepted by:

For [Name of the Successful Bidder]

Authorized Signatory

ANNEXURE VIII - DESCRIPTION OF ASSETS

Gadgetsgurru.com India Private Limited was incorporated under provisions of the Companies Act, 1956 with the Registrar of Companies, Chennai, Tamil Nadu on 08.02.2006. The Registered Office of the Company as per the MCA records & the petition is stated to be situated at 56, Veerabadran Street, Nungambakkam, Chennai – 600034. The Main Object of the Company is to carry on the business of

trading in electronic gadgets like mobile phones, cameras, computers, printers, peripherals and other electronic equipment and to act as distributors and marketers of branded and imported electronic equipment in India.

The Property [at Land admeasuring 480 Sq ft] of the company is located at Plot No.23, New Door No.17, kailasapuram 1st Street, Mylapore Village, Chennai – 600 004, Tamil Nadu.