

INVITATION FOR EXPRESSION OF INTEREST FOR SUBMISSION OF RESOLUTION PLAN FOR COMPUAGE INFOCOM LIMITED

[CIN: L99999MH1999PLC135914]

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

SNAPSHOT OF THE COMPANY

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

Major Assets of the Corporate Debtor located at:

- a) Property situated at D601/602& G-601/602, Lotus Corporate Park, Steel Compound, Western Express Highway, Goregaon (East), Mumbai- 400063

Google Map Link: <https://maps.app.goo.gl/7XbYrvnTg3mRSZzr7>

- b) Flat No. 502, 5th Floor, A Wing, Raheja Ridgewood Coop. Housing Society, Opp. Lotus Park, Goregaon (East), Mumbai, Maharashtra – 400 063

- c) Flat No. 1302, 13th Floor, A Wing, Raheja Ridgewood Coop. Housing Society, Opp. Lotus Park, Goregaon (East), Mumbai, Maharashtra – 400 063

- d) Flat No. 2002, 20th Floor, A Wing, Raheja Ridgewood Coop. Housing Society, Opp. Lotus Park, Goregaon (East), Mumbai, Maharashtra – 400 063

Google Map Link: <https://maps.app.goo.gl/GYECPDXVg9ZtwqxT9?>

Corporate Insolvency Resolution Process (CIRP):

The Corporate Insolvency Resolution Process ('CIRP') of **Compuage Infocom Limited** (Corporate Debtor) has been initiated as per the provisions of the Insolvency and Bankruptcy Code ('IBC'). The petition C.P. (IB) 329/MB/2023 was filed by **Plus Plus Engagement Services Pvt Ltd** under section 7 of Insolvency and Bankruptcy Code, 2016 ('IBC') against Compuage Infocom Limited ("Corporate Debtor") for the default in payment of INR 1,68,57,123/- (Rupees One Crore Sixty-Eight Lacs Fifty-Seven Thousand One Hundred Twenty-Three Only). The Hon'ble NCLT, Mumbai Bench-V admitted the petition and ordered initiation of Corporate Insolvency Resolution Process in respect of the Corporate Debtor on **November 02, 2023**. The Hon'ble Bench in the same order appointed **Mr. Arun Kapoor** as the Interim Resolution Professional ('IRP'). The copy of the order was received by the Interim Resolution Professional on November 03,2023). Further, Hon'ble NCLT, Mumbai Bench has passed an order dated 29.04.2024 (Order received on 09.05.2024), for the replacement of Resolution Professional and appointed **Mr. Gajesh Labhchand Jain** (Registration no. IBBI/IPA-001/IP-P-01697/2019-2020/12588) as Resolution Professional ("RP") under the Insolvency and Bankruptcy Code, 2016 ("Code") in matter of Corporate Insolvency Resolution Process of M/s Compuage Infocom Limited.

Mr. Gajesh Labhchand Jain, acting in his capacity as the Resolution Professional ("RP") appointed for the Corporate Debtor hereby invites Expression of Interest ("EOI") from Prospective Resolution Applicants for the purpose of submission of a Resolution Plan in accordance with Section 25 (2) (h) of IBC read with Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations). The eligibility criteria are determined with the approval of the Committee of Creditors ("COC") of Compuage Infocom Limited and may be amended or changed at any stage at the discretion of COC. The RP / COC reserves the right to cancel or modify the process and/or reject / disqualify any interested party/bid/offer at any stage of the CIRP without assigning any reason and without any liability whatsoever and no PRA shall have a vested right in the process.

This is not an offer document. PRA should contact RP on cirp.compuage@gmail.com and gajeshjain@gmail.com to keep themselves updated regarding classifications, amendments or extensions of time, if any.

This is the detailed invitation for Expression of Interest referred in Regulation 36A (3) and (4) of the CIRP Regulations.

Process Stages:

The Said Process shall be completed in Two Stages:

a) Stage 1: Shortlisting of Prospective Resolution Applicant(s) (“RA”)

- Submission of Expression of Interest (“EOI”) by interested parties.
- Submission of Non- interest-bearing refundable process participation fee of **INR 1,00,00,000 (Rupees One Crores only)** in form of **Demand Draft** or **RTGS/NEFT** or in form of an irrevocable and unconditional **Bank Guarantee** in favor of **“COMPUAGE INFOCOM LIMITED”** in the following account:

Account Holder	M/s Compuage Infocom Limited
Bank	Central Bank of India
IFSC	CBIN0283007
Account Number	5507538731
Address:	Corporate Finance Branch, Fort, Mumbai

- Shortlisting RAs

b) Stage 2 – Invitation for Submission of Resolution Plan

Communication of confirmation to shortlisted prospective RAs by Resolution Professional (“RP”) along with the timelines for the process.

- Signing of undertaking of confidentiality by the shortlisted prospective RAs as per the draft provided by the RP.
- On payment of refundable process participation fee and signing of the undertaking of confidentiality the shortlisted prospective RAs will be provided with the following:
 - The Information Memorandum prepared as per provisions of the Insolvency Bankruptcy Code, 2016.
 - Access to the data-room for limited due diligence to shortlisted prospective RAs.
Note: This shall only be intended for the prospective RAs shortlisted by RP.
 - Evaluation Matrix.

Details for Expression of Interest

1. Eligibility Criteria Under Section 25 (2)(h)

To be eligible to submit EOI, the PRAs must satisfy the following eligibility criteria, as approved by the CoC in accordance with Section 25 (2) (h) of the Code.

- A. The PRA being an individual/AOP/Joint Venture/Consortium should have minimum net worth (at individual or group level) of INR 25,00,00,000/- (Rupees Twenty-Five

Crore only) or more as per latest audited Financial Statement of Financial Year 2023-24.

(Here, “Consortium” shall mean any person acting together with another person as a consortium / joint bidder or joint venture (whether incorporated or not) for the purpose of submission of the EOI and Resolution Plan for the Corporate Debtor.)

- B. The PRA being a Company/Body Corporate/Joint Venture/Consortium/SPV should have minimum net worth (at individual or group level) of INR 50,00,00,000/- (Rupees Fifty Crore only) or more as per latest audited Financial Statement of Financial Year 2023-24.
- C. The PRA being PE funds/Financial Institution/NBFC’s/Other Financial Investors/Alternate Investment Funds should have minimum asset under management (at individual or group level) /committed funds of INR 50,00,00,000/- (Rupees Fifty Crore only) or more as per latest audited Financial Statement of Financial Year 2023-24.
- D. In case of a joint venture or consortium or an SPV representing or including any of the participants from Category A or B or C above, then either of the participants need to qualify any one of the criteria i.e., either the minimum net-worth or minimum Assets under Management/ Committed Funds, as may be applicable.

Prospective Resolution Applicants to this invitation should satisfy the conditions as specified under Section 29 (A) of IBC in order to be considered as PRA’s

Please note that a PRA will not be eligible to submit the EOI if he/she/it or any person acting jointly or in concert with him/her/it is disqualified under Section 29A of the Code (as amended from time to time, including extant law/ regulations prevailing at the time of evaluation of eligibility criteria or amendments thereafter). In case of a Consortium, each member of the Consortium should be eligible under Section 29A of the Code.

As on date, the disqualifications under Section 29A of the Code are set out in Annexure ‘A’.

2. Last Date of Submission of EOI

The last date for submission of EOI 03.12.2024 (“Last Date”).

Provided that the Resolution Professional may extend the Last Date, with approval of the CoC (at its sole discretion).

Further, the Resolution Professional (with CoC approval) has the right to accept or reject any EOI submitted after the Last Date.

3. Submission of EOI

The EOI submitted by PRA's should be unconditional and accompanied by all the relevant annexures, documents/ information mentioned in this detailed invitation and / or as per the provisions of IBC.

- a. Expression of Interest (EOI) is invited in a sealed envelope superscripted as <Expression of Interest for COMPUAGE INFOCOM LIMITED >, in the format as set out in Annexure B hereto
- b. Applicants should meet the Eligibility Criteria as set out in point 1 above.
- c. An Undertaking in the format attached as Annexure 'C'.
- d. A Confidentiality Undertaking in the format attached as Annexure 'D'.
- e. Applicants shall submit the EOI along with the supporting documents and requisite details of the applicant as set out as Annexure 'E'
- f. EOI shall be submitted in following manner:
 - i. Electronically at cirp.compuage@gmail.com with copy to gajeshjain@gmail.com and
 - ii. Hard Copy EOI shall be submitted to following address: Gajesh Labhchand Jain, C-602, Remi biz court, Off. Veera Desai road, Azad Nagar, Andheri west, Mumbai -400058

4. Consortiums

Where the EOI is being submitted by a consortium of joint bidders ("Consortium"), the EOI, along with all undertakings submitted shall be signed by each member of the Consortium. Please further note that:

- a. A Person cannot be part of more than 1 (one) consortium submitting the EOI for the Company. Further a Person shall submit only 1 (one) EOI, either individually as a PRA or as a constituent of a Consortium;
- b. The Consortium shall submit the copy of consortium agreement/MOU, if any, entered into between the Consortium members, setting out the respective obligations of the Consortium members;
- c. Each member of the Consortium shall nominate and authorize a Lead Partner to represent and act on behalf of the members of the Consortium. Such Lead Partner shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium;
- d. The members of the Consortium shall be jointly and severally liable in respect of obligations under the EOI/ undertakings given to the Resolution Professional;

- e. If any 1 (one) member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium; i.e., all the members of such Consortium shall stand disqualified;
 - f. The EOI must detail the members of the Consortium, the Lead Member and the proposed percentage holding of each member;
 - g. Lead Member of the Consortium shall be identified at the time of submission of EOI and shall hold at least 26%;
 - h. No change of Lead Member or any member whose financials have been considered towards the eligibility criteria may be permitted post submission of EOI (except with approval of the CoC).
6. Important Notices
- a. CoC has the right to cancel or modify or withdraw the process of invitation of EOI or Resolution Plans without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.
 - b. CoC has the right to amend this Invitation of EOI or issue further supplements or require additional documents from the PRAs without assigning any reason and without any liability.
 - c. The Resolution Professional (with the approval of CoC) reserves the right to accept any EOI submitted after the Last Date or any EOI that deviates from the requirements set out herein, and no other PRA shall have the right to object to such acceptance.
 - d. It may be noted that the eligibility criteria for PRAs has been evolved in accordance with the provisions of the Code and CIRP Regulations. EOIs of only those interested parties who meet the eligibility and other criteria specified herein shall be considered. Resolution Professional/ CoC reserve their right to reject the EOI of any PRA and not include them in the provisional or final list of eligible PRAs in case:
 - I. The PRA does not meet the eligibility criteria set out herein;
 - II. If the EOI submitted by the PRA is incomplete or the PRA does not submit the documents as required under this Invitation to EOI or does not submit such further documents or information as requested by the Resolution Professional for conducting due diligence on the PRA;
 - III. If any information/record provided is false, incorrect, inaccurate or misleading; IV. If in the opinion of the CoC, the PRA is undesirable or not credible or if the PRA fails to provide information, if requested, to establish its credibility, eligibility or ability to implement a resolution plan.
 - e. No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, or any member of the

CoC, or any official, agent or employee of the Company shall affect or modify any terms of this Invitation for EOI.

- f. Neither the PRA nor any of representatives of the PRA shall have any claims whatsoever against the Resolution Professional or its advisors or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this Invitation for EOI.
- g. By submitting its EOI, each PRA shall be deemed to acknowledge that it has carefully read the entire Invitation for EOI and has fully informed itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.
- h. The PRA acknowledges that the investment in the Company shall be made by the PRA on an “as in, where is” basis and the RP or the CoC will not be providing any representations or warranties for the Company.
- i. All the EOIs received will be reviewed by RP in consultation with its advisors and CoC and a provisional list of eligible PRAs shall be shared in accordance with the Code and CIRP Regulations.
- j. PRA to undertake that PRA or any of its related parties has not failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past. If there is any such failure, statement declaring the same is given as supporting documents to EOI as required under point (i) in Annexure E.
- k. For any clarifications on the process of submission of EOI, please contact on cirp.compuage@gmail.com

Issued by:

Gajesh Labhchand Jain

Resolution Professional in the matter of M/s Compuage Infocom Limited vide Hon’ble NCLT order dated 29.04.2024, received on 09.05.2024.

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

AFA Validity: 31/12/2025

Reg. Address with IBBI: D-501, Clifton Society, Raviraj Oberoi Marg, Shastri Nagar, Andheri (west), Mumbai 400053

Correspondence Office Address: C-602, Remi Biz Court, Off Veera Desai Road, Azad Nagar, Andheri West, Mumbai -400053.

Reg. Email ID with IBBI: gajeshjain@gmail.com

Project Specific email ID for correspondence: cirp.compuage@gmail.com

ANNEXURE “A”

SECTION 29A of IBC

A PRA will not be eligible to submit the EOI if he/she/it or any person acting jointly or in concert with him/her/it:

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

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

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

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

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

4. has been convicted for any offence punishable with imprisonment –
 - I. for two years or more under any Act specified under the Twelfth Schedule of the Code;
or
 - II. for seven years or more under any law for the time being in force:

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

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

5. Is disqualified to act as a director under Companies Act, 2013; Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.
6. Is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securities market;
7. Has been a promoter or in the management or control of the Company in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the 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;

8. has executed a guarantee in favor 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
9. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
10. 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 or completion of such transactions as may be prescribed, prior to the insolvency commencement date;

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

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

ANNEXURE 'B'

FORMAT OF EXPRESSION OF INTEREST

[On the Letterhead of the Lead Member/Prospective
Resolution Applicant Submitting the EOI]

Date: [●]

To,

Gajesh Labhchand Jain

Resolution Professional,
COMPUAGE INFOCOM LIMITED
C-602, Remi Biz Court,
Off Veera Desai Road, Azad Nagar, Andheri
west, Mumbai -400058

Subject: Expression of Interest (“EOI”) for submitting Resolution Plan for COMPUAGE INFOCOM LIMITED (“Company”) undergoing Corporate Insolvency Resolution Process (“CIRP”).

Dear Sir,

In response to the invitation for submission of expression of interest dated [Insert] inviting expression of interest (“EOI”) for submission of resolution plans (“Resolution Plan”) for the Company as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”), we confirm that we have understood the eligibility and other criteria mentioned in the Invitation for EOI and meet the necessary threshold and criteria mentioned therein and are submitting our EOI for submission of a Resolution Plan for the Company.

We understand and confirm that

- (a) the EOI will be evaluated by the Resolution Professional of COMPUAGE INFOCOM LIMITED along with the CoC, based on the information provided by us in this EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Company;
- (b) the RP/ CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the Resolution Plan for the Company and may reject the EOI submitted by us and not include us in the provisional or final

list of eligible prospective resolution applicants;

- (c) the RP/ the CoC reserve the right to conduct due-diligence on us and/or request for additional information or clarification from us for the purposes of the EOI and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ COC may lead to rejection of our EOI;
- (d) meeting the qualification criteria set out in Invitation for EOI alone does not automatically entitle us to participate in the next stage of the bid process;
- (e) along with our EOI, we have also enclosed information/documents as required in the Invitation for EOI. For further information/ queries, please contact:

Sincerely yours,

On behalf of the firm/company/organization: Signature:

(Person signing the EOI and supporting documents should be an Authorized Signatory supported by necessary Board resolutions)

Name of signatory:

Designation:

Firm/company/organization: Seal/stamp

NOTE: The person signing the EOI and other supporting documents should be authorized signatory supported by necessary board resolutions/authorization letter.

ANNEXURE 'C'

FORMAT OF UNDERTAKING

To,

Gajesh Labhchand Jain

Resolution Professional,
COMPUAGE INFOCOM LIMITED
C-602, Remi Biz Court,
Off Veera Desai road, Azad Nagar,
Andheri west, Mumbai -400058

Subject: Undertaking in relation to submission of the EOI for COMPUAGE INFOCOM LIMITED (“Company”), currently undergoing Corporate Insolvency Resolution Process (“CIRP”)

Dear Sir,

In respect of the expression of interest (“EOI”) submitted by us for submission of a resolution plan (“Resolution Plan”) for the Company, we hereby confirm, represent, warrant and undertake that:

- a) We have understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issued by the Resolution Professional of the Company on _____.
- b) We meet the necessary threshold and criteria mentioned in the EOI;
- c) We are not a COMPUAGE INFOCOM LIMITED ineligible/disqualified person in terms of provisions of Section 29A of the Code;
- d) If, at any time after the submission of this EOI, we become COMPUAGE INFOCOM LIMITED ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such COMPUAGE INFOCOM LIMITED ineligibility shall be forthwith brought to the attention of the Resolution Professional and the COC;

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- e) Further, we agree and acknowledge that all information and records provided by us to the Resolution Professional in EOI or otherwise are correct, accurate, complete and true and no such information, data or statement provided by us is inaccurate or misleading in any manner. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EOI in order to pre-qualify for the above-mentioned proposal.
- f) We acknowledge that in case any information/record provided by interest is false, incorrect, inaccurate or misleading, we shall become COMPUSAGE INFOCOM LIMITED ineligible to submit the Resolution Plan and we shall also attract penal action under the Code.
- g) We confirm that we or any of our related parties have not failed to implement, neither contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.

Yours Sincerely,

On behalf of [Insert the name of the entity submitting the EOI]

Signature:

Name of Signatory:

Designation:

Company Seal/Stamp

NOTE:

- (a) The Undertaking should be stamped on a stamp paper of INR 500.
- (b) The person signing the Undertaking should be authorized signatory supported by necessary board resolutions/authorization letter.

ANNEXURE 'D'

ON RS. 500 STAMP PAPER

FORMAT OF CONFIDENTIALITY

UNDERTAKING CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made on this _____ day of __2024 by and between:

Gajesh Labhchand Jain, being a registered insolvency professional with IP Registration No.: IBBI/IPA-001/IP-P-01697/2019-2020/12588, appointed as a Resolution Professional ("Disclosing Party/RP") of COMPUAGE INFOCOM LIMITED ("Company"), a company incorporated under the Companies Act, 1956 having its registered office at 309, A to Z Industrial Estate Ganpatrao Kadam Marg Lower Parel, Mumbai, Mumbai, Maharashtra, India - 400013 which is undergoing corporate insolvency resolution process ("CIRP") under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") and its applicable regulations, as amended from time to time, of the FIRST PART;

And

_____, a company incorporated in _____ and having its registered office at _____ (the Recipient/ Resolution Applicant", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the SECOND PART.

(The Disclosing Party/RP and the Recipient/Resolution Applicant hereinafter also referred to individually as a "Party" and collectively as the "Parties")

WHEREAS:

- A. Pursuant to an invitation for expression of interest dated 17.11.2024 published by the RP in Business Standard (All India Edition, English & Hindi Language) and Navasakthi (Covering all Maharashtra, Marathi Language) newspapers on 18.11.2024, the RP had invited expressions of interest ("EOI") from potential resolution applicants for the purpose of submission of resolution plans for the Company in accordance with the provisions of the Code. The Resolution Applicant, has accordingly, submitted its EOI to the RP on _____.
- B. The Resolution Applicant proposes to submit a resolution plan in respect of the Company ("Resolution Plan") to the RP, in accordance with the Code. For the purpose

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of such preparation, submission and negotiation of the Resolution Plan (“Purpose”), the RP may provide the Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided.

- c. In view of the above, the RP will be sharing the relevant information, comprising/containing certain Confidential Information (as defined in Clause 1 below) with the Resolution Applicant and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, inter-alia, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. “Confidential Information” shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room (“VDR”), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company or in relation to the resolution plan process. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organization, management, strategic initiatives and plans, policies and reports, financial position of the Company;
- (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
- (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
- (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
- (v) any information belonging to identified third parties with whom the Company has business dealings;
- (vi) any proposed business deals, contracts or agreements to which Company is party;
- (vii) the Information Memorandum in respect of the Company prepared under the provisions of the Code by the RP and information contained in VDR;
- (viii) contents of its Resolution Plan;
- (ix) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan; and

- (x) financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as process of negotiation with the Recipient.

2. The Recipient shall at all times observe the following terms:

- (i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
- (ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
- (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Disclosing Party; (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “Representatives”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligations under this Agreement. In any event, the Recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the Recipient shall be deemed as breach of this Agreement by the Recipient. For the purposes of this Agreement, the term “Affiliate” shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term “Control” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms “Controlling” and “Controlled by” or “under common Control” shall have corresponding meanings;
- (v) it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorized access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
- (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any

copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;

- (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Resolution Plan or contents of Resolution Plan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;
 - (ix) it 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 Recipient from any liability arising from its breach of this Agreement;
 - (x) it shall protect against any unauthorized disclosure or use, any Confidential Information of the Company that it may have access to in any manner.
3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Agreement by the Recipient; or
 - (ii) is disclosed with the prior written approval of the Disclosing Party; or
 - (iii) was in the possession of the Recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.
4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.
5. For the avoidance of doubt, nothing in this Agreement shall compel the Disclosing Party to disclose to the Recipient, any or all the Confidential Information requested by the Recipient and the Disclosing Party shall, at all times during the subsistence of this

Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).

6. The Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company. The Disclosing Party does not take any responsibility for any decisions made by Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion or decision.
7. The Recipient 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 Recipient further acknowledges and agrees that the remedies of 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.
8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.
9. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the Disclosing Party in relation to the corporate insolvency resolution process of the Company.
10. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 8 above) shall survive the termination of this Agreement.
11. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For Disclosing Party/RP

Postal Address: C-602, Remi Biz Court, Off Veera Desai Road, Azad Nagar,
Andheri west, Mumbai -400058
Contact Person: Gajesh Labhchand Jain
Email: cirp.compuage@gmail.com

For Recipient/Resolution Applicant

Postal Address : _____
Contact Person : _____
Email : _____

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

12. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
13. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly authorized representative of each of the Parties.
14. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
15. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
16. This Agreement shall be governed by and construed in all respects according to the laws of the India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Mumbai.

17. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
18. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvency resolution process of the Company.
19. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

**Signed by/ for and on behalf of
the Disclosing Party/RP**

Name:
Designation

in the presence of

Name:
Designation

**Signed by for and on behalf of
the Recipient/Resolution Applicant**

Name:
Designation

in the presence of

Name:
Designation

ANNEXURE 'E'

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

- (a)** Profile of the Prospective Resolution Applicant (PRA) including subsidiary (wholly-owned subsidiary and partly-owned subsidiary if any), promoter and promoter group, parent company and ultimate parent company and key managerial person COMPUAGE INFOCOM LIMITED.
- (b)** Supporting Documents: Provide documentary evidence in relation to the eligibility criteria including but not limited to the following: -
- Copies of Certificate of Registration and Constitutional Documents of the Prospective Resolution Applicant;
 - Copy of GST registration and PAN of the entity(s); with their latest renewals where applicable;
 - For Tangible Net Worth: Immediately preceding 3 (three) years audited financial results of the Prospective Resolution Applicant and/or its promoter/promoter group or any other group company as per the qualification criteria. The latest audited financials shall not be older than 1 year from the date of the advertisement.
- (c)** Please note that the applicant shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the qualification criteria.
- (d)** For all PRAs - Audited financial statements of the PRA for last 3 Financial Year 2021-22, Financial Year 2022-2023 and Financial Year 2023-24 and most recently concluded Financial Year, and/or its promoter/promoter group or any other group company as per eligibility criteria
- (e)** A list of connected persons of the PRAs (including each member of the Consortium), as defined under Section 29A of the Code.
- (f)** In case of a Consortium, the relevant documents will need to be provided by each member of the Consortium.
- (g)** Any additional document/information asked by Resolution Professional or CoC must be furnished by PRA
- (h)** For all PRAs - A notarized declaration from the PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that the PRA shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the eligibility criteria.

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- (i) Statement giving details if the PRA or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.
- (j) Board Resolution / Letter of Authority (as applicable) of the person being authorized to sign the documents.
- (k) Proof of deposit of refundable process participation fee of **INR 1,00,00,000 (Indian Rupees One Crores only)**.

ANNEXURE – F

EARNEST MONEY DEPOSIT GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per the stamp act relevant to the place of execution. If any of the financial institutions, banks etc. are based in foreign countries, this Guarantee should additionally meet the requirements as to form as are required by such foreign financial institutions, banks etc and should be duly stamped, notarized/apostilled/consularized or duly legalized and authenticated in such a manner as is applicable in the Country of issue.)

To,

Resolution Professional of COMPUAGE INFOCOM LIMITED

Address: C-602, Remi Biz Court, Off Veera Desai Road, Azad Nagar, Andheri West, Mumbai – 400053

In light of the [*Insert name of the Resolution Applicant with address*] agreeing to undertake the obligations under Expression of Interest dated [●] (“EOI”), issued by the Resolution Professional in accordance with the approval of the Committee of Creditors, the letter of intent and any other required documents, the [*Insert name and address of the bank issuing the guarantee and address of the head office*] (“**Guarantor Bank**”) hereby agrees unequivocally, irrevocably and unconditionally to pay to Resolution Professional, on behalf of Compuage Infocom Limited, forthwith on demand in writing from Resolution Professional of Compuage Infocom Limited (hereinafter referred to as “**the Beneficiary**”) or any officer authorized by it in this behalf, an amount up to and not exceeding Rs. _____) on behalf of M/s. [*Insert name of the Prospective Resolution Applicant*] (“**Guarantee**” or “**Bank Guarantee**”).

This Bank Guarantee shall be valid and binding on the Guarantor Bank up to 12 months from the date of issuance of such Bank Guarantee [*Insert date of validity of the Earnest Money Deposit Guarantee*] and shall in no event be terminable by notice or any change in the constitution of the Guarantor Bank and/or for any other reasons whatsoever and the liability of the Guarantor Bank hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between [*Insert name of the Prospective Resolution Applicant*] (“**Prospective Resolution Applicant**”) and the Beneficiary (on the instructions of the Committee of Creditors of the Corporate Debtor).

Our liability under this Bank Guarantee is restricted to Rs. _____ only. Our Guarantee shall remain in force until [*Insert date*]

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of validity of the Earnest Money Deposit Guarantee]. The Beneficiary shall be entitled to invoke this Guarantee up to 90 (ninety) days from the last date of the validity of this Earnest Money Deposit Guarantee by issuance of a written demand to invoke this Guarantee.

We undertake to pay to the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the Resolution Applicant or any other person in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Beneficiary (made in any format) raised at the abovementioned address of the Guarantor Bank, in order to make the said payment to Resolution Professional, on behalf of Compuage Infocom Limited.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, [*Insert name of the Prospective Resolution Applicant*] and / or any other person. The Guarantor Bank shall not require the Beneficiary to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against the Beneficiary, Resolution Professional, any member of the Committee of Creditors, the Corporate Debtor or any of their Representatives and/or advisors in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly the Beneficiary shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Resolution Applicant, to make any claim against or any demand on the Resolution Applicant or to give any notice to the Resolution Applicant or to exercise, levy or enforce any distress, diligence or other process against the Resolution Applicant.

The Guarantor Bank hereby agrees and acknowledges that the Resolution Professional / Committee of Creditors shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

We, the Guarantor Bank, further agree that the Beneficiary shall have the fullest liberty without our consent to vary any of the terms and conditions of the EOI or to extend time of performance by the said Prospective Resolution Applicant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary against the said Prospective Resolution Applicant and to forbear or enforce any of the terms and conditions relating to the EOI and other documents as may be defined from time to time. We shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Prospective Resolution Applicant or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to _____ and it shall remain in force until with an additional claim period of 1 (one) year thereafter. This Bank Guarantee shall be extended from time to time for such period, as may be desired by the Resolution Applicant. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Resolution Professional, on behalf of Compuage Infocom Limited serves upon us a written claim or demand.

In witness whereof the Guarantor Bank, through its authorised officer, has set its hand and stamp on this day of at

Witness:

1. Signature Name and Address.

Name:

2. Designation with Bank Stamp

Name and Address

Attorney as per power of attorney No

For:

..... [Insert Name of the Bank] Banker's Stamp and Full

Address:

Dated this day of 20.....

Notes:

(1) THE STAMP PAPER SHOULD BE IN THE NAME OF THE GUARANTOR BANK