

E-AUCTION PROCESS INFORMATION DOCUMENT

(Sale of Assets owned by Corporate Debtor)

Terms & Conditions

For

Participation in E-Auction Process for Sale of Sixth Dimension Project Solutions Limited - In Liquidation (“Company” / “Corporate Debtor”) under the provisions of Insolvency and Bankruptcy Code, 2016 vide order of Hon’ble National Company Law Tribunal, Mumbai Bench (“NCLT”) dated 1st March, 2021

Date of Public Advertisement

13/07/2022

Date of E-Auction

28/07/2022

Issued by Liquidator, Santanu T Ray

(Registration No.: IBBI/IPA-002/IP-N00360/2017-2018/11055)

Liquidator of

Sixth Dimension Project Solutions Limited – In Liquidation

**Registered office: Shop No.9, Ground Floor Shree Ananth Bhuvan CHS Ltd Veer Savarkar Road, Near Teen Petrol Pump Thane MH 400601 IN
Email: sixthdimension@aaainsolvency.com**

(Mr. Santanu T Ray is a Registered Insolvency Professional with Insolvency and Bankruptcy Board of India (“IBBI”). His Registration number is IBBI/IPA-002/IP-N00360/2017-2018/11055. **Mr. Santanu T Ray** has been appointed as a Liquidator of **Sixth Dimension Project Solutions Limited** by Hon’ble NCLT, Mumbai Bench, vide its order dated 1st March, 2021. The affairs, business and property of Sixth Dimension Project Solutions Limited (in Liquidation) are being managed by the Liquidator, Mr. Santanu T Ray.)

SD/-

SANTANU T RAY

Liquidator of Sixth Dimension Project Solutions Limited

IP Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055

Communication Address & Email ID:

301, A Wing, BSEL Tech Park, Sector 30A, Opposite Vashi Railway Station, Vashi, NaviMumbai, Maharashtra – 400 705

sixthdimension@aaainsolvency.com

Registered Address & Email ID with IBBI:

301, A Wing, BSEL Tech Park, Sector 30A, Opposite Vashi Railway Station, Vashi, NaviMumbai, Maharashtra – 400 705

santanutr@aaainsolvency.com

Date: 13/07/2022

Place: Mumbai

NOTES:

1. This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) is issued only for the Bidders interested in participating in the liquidation process of Sixth Dimension Project Solutions Limited .
2. The terms and conditions, deadlines etc. for participating in the electronic auction are provided in this E- Auction Process Information Document.
3. The timelines, notifications and other details for the E-Auction Process are available on the website (www.insolvencyandbankruptcy.in) of Insolvency Professional Entity of the Liquidator and will also be available on the website / link (<https://aaa.auctiontiger.net>) of the E-Auction Service Provider i.e. **M/S E-Procurement Technologies Limited** (Auction Tiger). Bidders desirous to submit their Bid have to submit their Bid on E-Auction portal of the E-Auction Service Provider.
4. The term “Sale of the Company or Corporate Debtor” wherever used in this document shall mean, Sale of the Assets owned by the Corporate Debtor in accordance with the provisions of IBC, Liquidation Process Regulations and this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor).
5. The entire process shall be subject to extant Regulations, the Code and approval of the Judicial Authority.

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DISCLAIMER

*This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) is issued by **Mr. Santanu T Ray** (an insolvency professional with Registration No. IBBI/IPA-002/IP-N00360/2017-2018/11055), the Liquidator appointed by the Hon'ble National Company Law Tribunal, Mumbai Bench vide its order dated 1st March, 2021, for general information purposes only to provide general information, without regard to specific objectives, suitability, financial situations and the requirements of any particular person.*

The purpose of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) is to lay out the process for submitting the Bid by the prospective Bidders through E- Auction for participating in the process of Sale of Assets owned by Corporate Debtor basis in accordance with the provisions of E- Auction Process Information Document, IBC and Liquidation Process Regulations. Neither this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) does not solicit any action based on the material contained herein.

This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of government of India or any state government or by any stock exchange in India or any other jurisdiction. Nothing herein contained or materials relating to the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.

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

This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), without prior written approval from the Liquidator.

Distributing or taking/ ending/ dispatching/ transmitting this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) in certain foreign jurisdictions may be restricted by law, and Persons in whose possession this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) comes should inform themselves about, and observe, any such restrictions. Neither the Liquidator, nor his professional advisors, affiliates, directors, employees, agents, representatives or managers of the process shall be liable for any damages, whether direct or indirect, special or consequential including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.

*Neither the Liquidator (**Santanu T Ray**), nor his Insolvency Professional Entity (**AAA Insolvency Professionals LLP**), its / his Partners, Directors, colleagues, advisors, agents, employees, representatives, affiliates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), including for the Bidder not being selected as a Successful Bidder or on account of any decision taken by the Liquidator.*

Further, apart from the provisions set out in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), the Bidder shall be responsible for fully satisfying the requirements and provisions of IBC and Liquidation Process Regulations as well as all laws in force that are or may be applicable to the Bidder or the intended manner of sale envisaged under this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) and for obtaining consents, waiver from requisite regulatory and statutory approvals from the concerned regulators, third parties and governmental authorities in order to consummate the sale process as contemplated in the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor).

Under no circumstances shall the Bidder make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his written permission. The Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the Confidentiality Undertaking and provisions of IBC.

No Person, including the Bidder shall be entitled under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise to claim for any loss, damage, cost or expense which may arise from or be incurred or suffered

on account of anything contained in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) or otherwise, including the accuracy, adequacy, authenticity, correctness, completeness or reliability of the information or opinions contained in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) and any assessment, assumption, statement or information contained therein or deemed to form part of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), and the Liquidator or any of his respective advisors, consultants and representatives and the Company, do not have any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is hereby expressly disclaimed.

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

The Bidders shall bear all its costs and charges associated with or relating to the preparation and submission of its Bid including but not limited to physical and electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its Bid.

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

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

The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Liquidator, or any of his

respective professional advisors, affiliates, or Representatives for showing any favor in relation to this document or the process set out herein, shall render the bidder to such liability and penalty as the Liquidator may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.

Neither the information in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) nor any other written or oral information provided by the Liquidator, or any of his respective advisors, consultants and representatives is intended to form the basis of or the inducement for submission of any document or information or the Bid by any prospective Bidder or for any investment activity.

It is to be noted that by procuring a copy of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), the recipient accepts the terms of this Disclaimer, which forms an integral part of this E- Auction Process Information Document.

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1. INFORMATION MUST BE READ BEFORE BIDDING

- 1.1 This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) has been issued for the purpose of carrying out E-Auction by sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations.
- 1.2 The information provided in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) should be read together with the provisions of the IBC and the Liquidation Process Regulations. In the event of a conflict between this E- Auction Process Information Document (Sale of Assets owned by Corporate Debtor) and the IBC or the Liquidation Process Regulations, the provisions of the IBC or the Liquidation Process Regulations, as the case may be, shall always prevail.
- 1.3 The information contained in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) or subsequently provided to Bidder(s), whether verbally or in documentary or electronically or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor).
- 1.4 The Liquidator also hereby disclaims any and all liability for any statements made or omitted to be made in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) or, any action taken or omitted to be taken pursuant to this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor). The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor). Further, the Bidders must specifically note that the Liquidator reserves the right to change, update, amend, supplement, modify, add to, delay or otherwise annul or cease the liquidation proceedings at any point in time, for any reason whatsoever determined in his sole discretion without obligation to notify any Person of such revision or changes.
- 1.5 The issuance of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) does not imply that the Liquidator is bound to select a bidder or to appoint the preferred Bidder as Successful Bidder for acquisition of the Company and the Liquidator reserves the right to reject all or any of the Bidders or their Bid(s) without assigning any reason whatsoever.

- 1.6 The sale of the Company as contemplated in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) shall be undertaken by the E- Auction Service Provider for and on behalf of the Liquidator through an E-Auction platform provided on the website portal of the E-Auction Service Provider (“**Platform**”). Other details with respect to the E- Auction are as follows and the relevant annexures and formats are provided herein:

Type of Bid	E-Auction (online only)
Seller	Santanu T Ray (Liquidator for Sixth Dimension Project Solutions Limited)
Website of E-Auction Service Provider	https://aaa.auctiontiger.net
E-Auction Service Provider	M/S E-Procurement Technologies Limited (Auction Tiger), A-201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat (India) Person: Rikin Brahmaaxatriya Email ID: rikin@auctiontiger.net , Sales@AuctionTiger.net Mobile No: (+91) 63518 96833 / 99133 26773
Annexures and formats	Format A: Format for letter for submission of EMD by Associate/Associate Company (where applicable) Annexure I: Affidavit and Undertaking Annexure II: Bid Application Form (to be duly filled in and signed and stamped by the bidder and uploaded) Annexure III: Bid Declaration Form (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid Application Form) Annexure IV: Technical Terms and Conditions of E-Auction Annexure V: Confidentiality Undertaking Annexure VI: Details of the bidder Annexure VII: Affidavit by the Applicant – Pre bid qualifications

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

- 1.7 The Annexures and Formats to this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) shall form an integral part here of and this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) shall always be read in conjunction with the Annexures and Formats appended hereto.

- 1.8 This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) is neither transferable nor assignable.
- 1.9 All title documents in relation to assets of the Company as is available with the Liquidator shall be made available to Qualified Bidder(s) on request to the Liquidator through Data Room maintained at the link provided by the Data Room Service Provider. Nothing contained in this E- Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, any other law in force, and/ or any instrument having the force of law, as may be applicable to them.
- 1.10 The Bidder shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.
- 1.11 The laws of the Republic of India are applicable to this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor).

2. KEY DEFINITIONS

- 2.1 “**Affidavit and Undertaking**” shall mean the affidavit and undertaking provided by the Bidder substantially in form and manner as annexed in **Annexure I** hereto;
- 2.2 “**Applicable Law(s)**” shall mean, any or all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any courts, arbitrator, tribunals of competent jurisdiction or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC Code, IBBI Regulations, IBBI Liquidation Process Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Income Tax Act, 1961, The Goods and Services Tax Act, 2017, Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) or thereafter and each as amended from time to time;
- 2.3 “**Bid**” means, any bid or offer along with other documents, submitted by the Bidder(s) as required in terms of the Public Advertisement and E- Auction Process Information Document issued by the Liquidator and in accordance with the provisions of IBC read together with the Liquidation Process Regulations as amended from time to time and the Applicable Law(s);
- 2.4 “**Bidder(s)**” shall mean a Person or Persons as the case may be, who submitted a Bid as per the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor); and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

- 2.5 “**Bid Application Form**” shall mean the form as specified in **Annexure II** of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor);
- 2.6 “**Bid Declaration Form**” shall mean a declaration by the Bidders in form as specified in **Annexure III** of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor);
- 2.7 “**Company**” or “**Corporate Debtor**” shall mean Sixth Dimension Project Solutions Limited, a company incorporated in India, having its registered Shop No.9, Ground Floor Shree Ananth Bhuvan CHS Ltd Veer Savarkar Road, Near Teen Petrol Pump, Thane MH 400601 IN.;
- 2.8 “**Confidential Information**” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Company to any bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include (without limitation) the following types of information of a similar nature: any commercial and / or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information related to price lists and pricing policies and any other information which the Company identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Liquidator or his representatives pursuant to the liquidation process or through the Confidentiality Undertaking;
- 2.9 “**Confidentiality Undertaking**” shall mean an undertaking as specified in **Annexure V** herewith;
- 2.10 “**Data Room**” shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company;
- 2.11 “**E-Auction Process**”/”**E-Auction**” shall mean the electronic auction process for sale of the Company conducted in accordance with the provisions of IBC, Liquidation Process Regulations, Applicable Law(s) and this E- Auction Process Information Document inviting Bid from the Bidders for consummating the sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations;
- 2.12 “**E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor)**” means this document including all the annexures, formats hereto, Information Memorandum, Data Room information / documents, for the purposes of setting out the process for submission of a bid and selection of Successful Bidder in accordance with the provisions of the IBC and Liquidation Process Regulations and shall include all supplements, modifications, amendments, addendums, alterations or clarifications thereto issued in accordance with the terms hereof;
- 2.13 “**Eligibility Criteria**” shall mean the legal criteria as specified in the Clause 5 of this E-Auction Process Information Document;

- 2.14 “**Final Order**” shall mean the final, non – appealable order passed the Judicial Authority (including in an appeal) pursuant to the application/appeal filed by the Liquidator before such Judicial Authority, whether approving or rejecting the sale under Liquidation of the corporate debtor to the Successful Bidder.
- 2.15 “**Final Approval Order**” shall mean order of any of the Judicial Authority (in original application to NCLT or in an appeal) approving the sale under Liquidation of the corporate debtor to the Successful Bidder.
- 2.16 “**IBC**”/ “**Code**” shall mean Insolvency and Bankruptcy Code, 2016 as amended from time to time;
- 2.17 “**Judicial Authority**” shall mean the NCLT, acting in its capacity as the adjudicating authority under the IBC, the NCLAT in an appeal and the Supreme Court in an appeal thereafter as the case may be or any other court or tribunal of competent jurisdiction.
- 2.18 “**LOI**” shall mean the letter of intent issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the sale of Company, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations;
- 2.19 “**Liquidation Process Regulations**”/ “**Regulations**” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;
- 2.20 “**Liquidator**” means Mr. Santanu T Ray, an insolvency professional registered with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-002/IP-N00360/2017-2018/11055, appointed by NCLT, vide its order dated 1st March, 2021;
- 2.21 “**NCLT**” shall mean the National Company Law Tribunal, Mumbai Bench;
- 2.22 “**NCLAT**” shall mean the National Company Law Appellate Tribunal;
- 2.23 “**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;
- 2.24 “**Public Advertisement**” shall mean an announcement dated 12/07/2022 in newspaper(s) inviting an expression of interest from the Bidders, who shall submit their Bid to participate in the liquidation process of the Company in accordance with the provisions of IBC and Liquidation Process Regulations;
- 2.25 “**Qualified Bidder(s)**” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document (Sale of Assets and Properties owned by

Corporate Debtor);

- 2.26 “**Representatives**” shall include partners, directors, officers, employees, affiliates, agents, consultants, advisors or such other representatives of the relevant Person expressly authorized by such Person pursuant to corporate authorizations, powers of attorney, or contract;
- 2.27 “**Reserve Price**” shall mean the price of Rs. 3,15,000/- for Renault Duster, Rs. 3,37,500/- for Mahindra XUV 500 and Rs. 1,17,000/- for Maruti Alto, and Rs. 11,00,00,000/- for commercial Property pursuant to the provisions of the Liquidation Process Regulations;
- 2.28 “**Site Visit**” shall mean a visit to the Site; and
- 2.29 “**Successful Bidder**” means, the Qualified Bidder whose Bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase as per the provision of this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), provisions of IBC and the Liquidation Process Regulations through which the Successful Bidder proposes to consummate the sale transaction as per this E-Auction Process Document.
- 2.30 “**Taxes**” means any taxes including any stamp duty, interest tax, excise duties, customs duties, value added tax, sales tax, local taxes, charges, cess, income tax, TDS, TCS, GST, CST, entry tax, octroi and any impost or surcharge of like nature (whether central, state or local) charged, levied or imposed by any governmental authority, as per the requirements of Applicable Laws.

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

3. INTRODUCTION

- 3.1 The Hon’ble National Company Law Tribunal, Mumbai Bench passed an order dated 09th October, 2018 for the initiation of Corporate Insolvency Resolution Process against Sixth Dimension Project Solutions Limited. Since the Resolution Plan received from one Prospective Resolution Applicant was rejected by the members of COC. Therefore the Hon’ble NCLT, Mumbai Bench ordered for liquidation of the Company on 1st March, 2021.
- 3.2 The Company’s Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 1st March, 2021. As per the said order, Santanu T Ray has been appointed as the Liquidator.
- 3.3 It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, 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 E-Auction Process Information Document.
- 3.4 The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars,

directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, 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 E-Auction Process Information Document.

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

4. AN OVERVIEW OF THE COMPANY-

4.1 Brief Background:

Sixth Dimension Project Solutions Ltd. is an unlisted company incorporated in the year 1998. The company was initially formed under the name and style of Asterix Informatix Limited. Later on, it was renamed as iSmart International Limited on 30th August 2001 and finally on 2nd June, 2011, it was renamed to Sixth Dimension Project Solutions Limited. The corporate debtor is a project management company executing technology driven projects in the field of mines minerals & Metals, Oil & Gas, IT & e- Governance and Security Solutions.

4.2 Present Status

The Hon'ble NCLT vide its Liquidation Order dated 1st March 2021 has ordered commencement of liquidation process of the Company as per Section 33 of the IBC read with Liquidation Process Regulations. Pursuant to the Liquidation Order, Santanu T Ray, an Insolvency Professional, holding IBBI Registration Number: IBBI/IPA-002/IP-N00360/2017-2018/11055, was appointed as the Liquidator of the Company to perform its duties as per the provisions of the IBC and Liquidation Process Regulations. The Liquidator is in the process of inviting qualified bidders to participate in the E- Auction for sale of Company in accordance with the provisions of IBC and Liquidation Process Regulations, subject to the terms laid down in this E-Auction Process Document.

5. ELIGIBILITY

A Bidder shall not be eligible to submit a Bid in relation to the sale of the Company if it fails to meet the Legal Criteria and Pre Bid Qualifications as set out below:

Legal Criteria:

Proviso to Section 35A (f) of the IBC provides that the Liquidator shall not sell the assets of the Company to any person who is not eligible to be a resolution applicant. Section 29A of IBC defines the persons not eligible to be resolution applicant. Section 29 A of the IBC is reproduced as below for reference purposes only:

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

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

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

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

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

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

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

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

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

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

- e) *is disqualified to act as a director under the Companies Act, 2013 (18 of 2013);*

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

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

Explanation I - For the purposes of this clause, the expression "connected person" means

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

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

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

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

- (a) *a scheduled bank;*
- (b) *any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International 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 Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) *an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) *such categories of persons as may be notified by the Central Government”.*

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

- 6.1 The Bidder would need to submit the following forms, documents and authorizations as part of the E-Auction by the Bidder(s) as per the timelines prescribed in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor):
 - 6.1.1 Ownership structure and composition of the Bidder, Proof of Identification, Current Address-Proof, PAN card, valid e-mail ID, Landline and mobile phone number etc.
 - 6.1.2 Authorization to the Signatory (in case the bidder is a legal entity).
 - 6.1.3 The interested bidder must submit the Affidavit and Undertaking and Confidentiality Undertaking (through Authorized Signatory, in case the bidder is a legal entity). The format for the Affidavit and Undertaking is attached vide **Annexure I** and the format for the Confidentiality Undertaking is attached vide **Annexure V**.
 - 6.1.4 The interested bidder must submit the details under **Annexure VI** and provide the undertaking and affidavit for eligibility under **Annexure VII**.
- 6.2 A Qualified Bidder will need to submit the duly filled, signed and stamped Bid Application Form attached vide **Annexure II**, and duly filled, signed and stamped Bid Declaration Form by Bidders attached vide **Annexure III**. Please note that only the Qualified Bidder(s) will gain access to Data Room, Information Memorandum, documentation, additional information in relation to the Company required for due diligence after due submission of the requisite

forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking stated in para 6.1.1 to para 6.1.3 above.

6.3 Further, it should be noted that at any stage of the E-Auction Process, the Liquidator may ask for further documents from the Bidder(s) to evaluate their eligibility. The Liquidator, at his discretion may disqualify the Bidder(s) for non-submission of the requested documents.

7. SITE VISIT

7.1 The Qualified Bidder is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to Site Visits shall be borne by the Qualified Bidder.

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

- (i) Take any photographs of the Site or take any documents back with it; or
- (ii) Initiate any discussion regarding the Liquidation Process, with the personnel at Site, during the course of its Site Visit.

7.3 The Qualified 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 and matters incidental thereto or for any purpose in connection with the Bid.

7.4 Any delay in completion of the Site Visit by the Qualified Bidder, shall not entitle the Qualified Bidder to any extension in the timelines, including the timeline for completion of such Site Visit or submission of the Bid, by or before the last date for submission of the Bid.

The Liquidator may coordinate a site visit for Qualified Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Qualified Bidders. The Liquidator will communicate, in advance, to such Qualified 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 Qualified Bidder.

8. SALE UNDER LIQUIDATION.

8.1 The Liquidator under this E-Auction Process Document, proposes the sale of Company in accordance with the provisions of the Insolvency and Bankruptcy Code, 2018.

The procedure for the E-auction Process and the declaration of the Successful Bidder shall be as per the terms of the E-Auction Process Document.

The Details of assets are as Below:

Sr. No	Asset	Reserve Price*	EMD Amount	Incremental Value

1.	Commercial office No. T-461/561 (Built-up Area 16,545 Sq. Feet and carpet area is 13,300 Sq. Feet) on the 6th Floor situated in 'ITC Park', Tower No. 7, Sector No. 11, CBD Belapur, Belapur Railway Station Complex, above CBD Belapur Railway Station, Navi Mumbai, Dist- Thane. Including furniture and fixtures situated in the premises.	11,00,00,000	1,10,00,000	5,00,000
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**As per the clause 12 of Schedule I of IBBI (Liquidation Process), Regulations, 2019, "On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days of the date of such demand:*

Provided that payments made after thirty days shall attract interest at the rate of 12%:

Provided further that the sale shall be cancelled if the payment is not received within ninety days."

CAR DETAILS

	CARS	VEHICLE NO	YEAR	LOCATION	ENGINE	Reserve Price	EMD	INCREMENTAL VALUE
2.	Renault Duster RXL BS IV	MH43AN7991	2013	CIDCO Pay and Park, near Vashi Railway Station, Navi Mumbai, 400705	Diesel	3,15,000/-	31,000/-	5,000/-
3.	Mahindra XUV 500	UP16AR7678	2013	Pul Prahladpur, Jungle Park, Surajkund Badhkal Road, Delhi.	Diesel	3,37,500/-	33,000/-	7,000/-
4.	Maruti Alto 800 VXI	UP16AU4371	2014	Pul Prahladpur, Jungle Park, Surajkund	Petrol	1,17,000/-	12,000/-	1,000/-

			Badhkal Road, Delhi.				
<p><i>The cars can be inspected at their respective locations as mentioned in above table with prior appointment of Mr. Puneet Sachdeva. These cars are put up for auction as individual cars by depositing respective EMD amount.</i></p> <p><i>The successful bidder shall make the payment within 30 days from the date of issuance of LOI. Failing which the sale will be cancelled and EMD deposited will be forfeited by the liquidator.</i></p>							

9. DUE DILIGENCE/DATA ROOM/CLARIFICATIONS

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidders. The information and documents shall be provided by the Liquidator in good faith.

The Assets of the Company is proposed to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer

9.1 Clarifications:

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

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

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

Assets owned by Corporate Debtor).

- 9.1.4 A Bidder requiring any clarification on this E- Auction Process Information Document, Liquidation Process, submission of the Bid or on the Company shall email such request for clarification to sixthdimension@aaainsolvency.com with a copy to santanutray@aaainsolvency.com
- 9.1.5 The Liquidator reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

10. EARNEST MONEY DEPOSIT

All the E-Auction Process Applicants shall provide, along with or prior to submission of their auction bids, respective 'EMD amount' as stated in point 8 above for the asset that is to be bided for, as earnest money by way of NEFT/RTGS only.

It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in Format A (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document and will be required to submit all the documents and undertakings that the bidder is required to submit. Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

10.1 Mode of Payment of EMD and other instructions relating to EMD

- 10.1.1 The EMD, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online Bid Application Form.
- 10.1.2 The EMD may be submitted through RTGS / NEFT to the account number of the Company as provided under:

Account Number	3734698102
Guarantee Beneficiary Name	Sixth Dimension Project Solution Limited – In Liquidation
Bank Name	Central Bank of India
Branch	Washi Turbhe, Mumbai-400703
IFSC Code	CBIN0281217

- 10.1.3 The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire amount shall be remitted by the Bidder(s) from one bank account only and to be owned by the Bidder.
- 10.1.4 Bidders shall preserve the remittance challan and shall produce the same in front of the Liquidator as and when demanded.
- 10.1.5 All the payments to be made by the Bidder under the e-auction shall be intimated to the Liquidator at sixthdimension@aaainsolvency.com with a copy to santanutray@aaainsolvency.com
- 10.1.6 The EMD must be provided in the form of the NEFT/RTGS/DD which can be deposited by the Bidder, by way of direct bank transfer to the bank account as notified by the Liquidator.
- 10.1.7 It should be noted that no interest will be paid to the Bidder in relation to such EMD.

10.2 Forfeiture of Earnest Money Deposit from the Bidder

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

1. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
2. if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
3. if the successful bidder fails to deposit further EMD 10% of final bid amount after such announcement by the Liquidator within 4 working days of the e-auction.
4. if the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

11. LETTER OF INTENT

The Successful Bidder, with in a period of 3 working days from submission of 10% bid amount, shall be required to execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company upon receipt of the balance sale consideration and execution of the LOI within a period of 30 days from the LOI.

12. SET-OFF OF EMD AND BALANCE PAYMENT

In case of Commercial property, the Successful Bidder shall pay the entire balance sale consideration

(plus applicable Taxes as determined by the Liquidator) within 30 days from the date of the issuance of the Letter of Intent, for payments made after thirty (30) days from the Final Approval Order, interest at the rate of 12% p.a. shall be payable on the balance sale consideration for the period after the said 30th day till the date of payment or latest before 90th day from the issuance of the LOI. After 90th Day the Liquidator shall reserve the right to cancel the entire Sale and forfeit the EMD/amount deposited by the respective buyer.

In case of Vehicles, The successful bidder shall make the payment within 30 days from the date of issuance of LOI. Failing which the sale will be cancelled and EMD deposited will be forfeited by the liquidator.

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company, Upon receipt of the balance sale consideration (plus applicable Taxes as determined by the Liquidator), the sale of the Company shall stand completed and the Liquidator shall execute a certificate of sale or sale deed to consummate the sale transaction as contemplated under this E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) and the Liquidation Process Regulations.

13. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder for the asset put for e-auction. The successful bidder shall be determined on the basis of highest bid received for the asset block by the Liquidator via the E-Auction portal process and the same shall be communicated to the bidder via email/other electronic mode. Upon such communication, the highest bidder shall be required to deposit a further deposit of 10% of bid amount in the same manner as mentioned in Para J within 4 working days of the communication by the Liquidator. In case of non-payment of the same, the Liquidator shall be declaring the bidder with 2nd highest bid amount as the successful bidder, and in which case the second highest bidder will be called upon to deposit 10% of his bid amount as EMD within 4 working days from such communication.

In case of any dispute / discrepancy, the Liquidator shall assess the E- Auction applications and declare the successful bidder offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder shall solely rest with the Liquidator at all times.

14. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics 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 E-Auction Process Information Document, or in the Letter of Intent, the Liquidator shall reject an auction bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the 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 Guarantee Beneficiary may invoke the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

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

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

“Corrupt practice” shall mean

1. 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
2. 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;

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

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

“undesirable practice” shall mean (i) establishing contact with any person connected with or employed or engaged by the 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.

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

The Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence / site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.

15. COSTS, EXPENSES AND TAX IMPLICATIONS

- 15.1 The Bidder shall be responsible for all the costs incurred by it on account of its participation in the E-Auction Process, including any costs associated with participation in the discussion meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the E-Auction Process.
- 15.2 It is hereby clarified that the Bidder shall make its own arrangements including accommodation for the discussion meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the Bidder.
- 15.3 The Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets of the Company and matters incidental thereto or for any purpose in connection with the E-Auction Process.
- 15.4 It is to be noted that all Taxes applicable whether income tax, any other direct and / or indirect Taxes and / or duties and / or penalties and / or interest (including stamp duty implications and registration charges) on sale of Company or in relation to the Company in the future, on and after implementation of the sale transaction herein; as the case may be in accordance with the provisions of IBC and Liquidation Process Regulations, would be borne by the Successful Bidder over and above the sale consideration payable. Some of the costs and charges for the sale transaction may include *inter-alia* the following:
- (i) The sale of the Company may attract stamp duty, registration charges etc. as per relevant Applicable Law(s);
 - (ii) The Successful Bidder shall bear all the necessary expenses like applicable stamp duties, additional stamp duty / transfer charges, fees, etc. for transfer of the Company in its name, license, permissions and approvals transfer fees, etc; and
 - (iii) The payment of all Taxes including statutory / non statutory dues, rates, assessments, charges, fees, cess or other applicable tax i.e. GST, TDS, TCS, etc. It is clarified that if the Successful Bidder determines that any TDS/TCS under the Income Tax Act, 1961 is deductible, the same shall be payable/deposited by the Successful Bidder over and above the bid price and no amount shall be deducted from the bid price.
- 15.5 It is expressly stated that the Liquidator does not take or assume any responsibility for any dues, statutory or otherwise, of the Company, including such dues, if any, which may affect transfer of the Company in the name of the Successful Bidder and such dues, if any, will have to be borne /paid by the Successful Bidder.
- 15.6 The Bidder shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Law(s) that are relevant for the sale of the Company. 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(s) in respect of the sale of Company as contemplated in E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor).

16. GOVERNING LAW AND JURISDICTION

This E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor), the E-Auction Process and the other documents pursuant to the E- Auction Process Information Document (Sale of Assets owned by Corporate Debtor) shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) or the E-Auction Process shall be subject to the exclusive jurisdiction of the NCLT, courts and tribunals at **Mumbai**, India.

17. TIMETABLE

The following timetable shall apply to the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor). The timetable may be amended/ deviated by the Liquidator through issuance of an addendum to the E- Auction Process Information Document or any other means as deemed appropriate by the Liquidator.

Sr. No.	Event	Timeline (days)
1	Public Advertisement of E-Auction	13/07/2022
2	This E- Auction Process Information Document made available on the website of the Company	13/07/2022
3	(a) Submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the Bidder as stated in para 6 above and as annexed in the E- Auction Process Information Document (b) Opening of Data Room Access to the Qualified Bidders (c) Site Visits and Discussion Meeting (d) Facilitation of Due Diligence (e) Opening of Auction Portal (f) Bid Declaration Form and EMD submission along with the requisite KYC declarations as specified in the Bid Application Form <i>(Data Room Access to be given only to eligible / qualified bidder post submission of the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder as stated in para 6 above.</i>	13/07/2022 To 26/07/2022
4	Closure of Data Room Access	26/07/2022
5	E- Auction Date	28/07/2022
6	Issuance of email confirmation as Successful Bidder	29/07/2022
7.	Payment of further deposit by the Successful Bidder	03/08/2022
7	Execution of LOI by the Successful Bidder	04/08/2022- 06/08/2022

8	Return of EMD for unsuccessful Bidders	29/07/2022-09/08/2022
9	Payment of further balance consideration by the Successful Bidder	Within 30 days from date of issuance of the letter of Intent.

*While the timeline for submission of Bid Application Form and Bid Declaration Form is from 13/07/2022 to 26/07/2022, please note that access to Data Room, documentation, additional information and site visits will be granted only once the bidder submits the requisite forms, documents and authorizations; Affidavit and Undertaking; executing a Confidentiality Undertaking by the bidder.

#In case of commercial property, as per the Paragraph 12 of Schedule I of IBBI (Liquidation Process) Regulations, 2019, “On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days of the date of such demand:

Provided that payments made after thirty days shall attract interest at the rate of 12%: Provided further that the sale shall be cancelled if the payment is not received within ninety days.”

Further in case of Vehicles, The successful bidder shall make the payment within 30 days from the date of issuance of LOI. Failing which the sale will be cancelled and EMD deposited will be forfeited by the liquidator.

Note –

The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD.

PLEASE FIND ATTACHED THE FORMATS FOR THE GUARANTEE
– FORTHE BIDDER /BY AN ASSOCIATE COMPANY OF THE
BIDDER ON BEHALF OF THE BIDDER, FOR REVIEW.

FORMAT A
EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE
COMPANY

To

Mr. Santanu T. Ray

Liquidator –Sixth Dimension Project Solutions Limited Having
its Reg. Office at 301 A, BSEL Tech Park, Sector 30A, Opposite
Vashi Railway Station, Vashi,
Navi Mumbai, Maharashtra, 400705
(“Liquidator”)

[Copy to:]

[Insert name of the Bidder with address]Dear
Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder inrelation
to the auction of assets of – Sixth Dimension Project Solutions Limited.

In light of the bid for assets of Sixth Dimension Project Solutions Limited submittedby
[Insert name of the Bidder with address] in accordance with and subject to theprovisions of
the E-Auction Process Information Document dated [•] in relation to the captioned
transaction (“**E-Auction Process Information Document**”), issued by the Liquidator,[Insert
name and address of the Associate Company and address of the head office] hereby declares and
confirms it is [an / the] [Insert relationship of the Associate Company with the Bidder] of the
Bidder (“**Associate Company**”), and the payment of the Earnest Money amount vide [Insert
mode of payment] (“**Payment**”) is on behalf of the Bidder. The Associate Company
acknowledges that such amounts paid as

Earnest Money shall be subject to the terms of the Process Memorandum and hereby
waives any right to claim any refund or adjustment of the amounts of such Payment except
in accordance with the terms of the E-Auction Process Information Document.

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

The associate Company understands and accepts that the eligibility norms as
applicable to the bidder will also be applicable to the Associate Company/Firm,

Who is paying EMD on behalf of the bidder and undertakes to submit all such documents that the bidder on whose behalf the associate company is paying is liable to submit to prove its eligibility.

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

Thanking you,
Yours sincerely,

.....

[Signature and name of the Authorized Officer of the Associate Company]Rubber stamp/seal of the Associate Company

ACKNOWLEDGMENT

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

Yours sincerely,

.....

[Signature and name of the Authorized Officer of the Bidder]Rubber stamp/seal of the Bidder

**ANNEXURE I
AFFIDAVIT AND UNDERTAKING**

Date:

Mr. Santanu T Ray,
The Liquidator,
Sixth Dimension Project Solutions Limited – In Liquidation
Having its Reg. office at 301, A BSEL Tech Park,
Sector 30A, Opposite Vashi Railway Station, Vashi,
Navi Mumbai, Maharashtra, 400705

Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting bid for e-auction.

Dear Sir,

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

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

(a) is an un-discharged insolvent;

(b) is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

(c) 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:

(d) has been convicted for any offence punishable with imprisonment: for two years or more under any Act specified under the Twelfth Schedule;

for seven years or more under any law for the time being in force:

- (e) is disqualified to act as a director under the Companies Act, 2013;
- (f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- (g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
- (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;
- (i) is subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or
- (j) has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A.

I therefore, confirm that XYZ Limited is eligible to be bidder in accordance to Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.

- B. I undertake on behalf of XYZ Limited, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.
- C. I declare and undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Sixth Dimension Project Solutions Limited– in liquidation.
- D. I also undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Sixth Dimension Project Solutions Limited– in liquidation.
- E. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.

F. I confirm that the said declaration and disclosure is true and correct.

G. I am duly authorized to submit this declaration by virtue of _____

(DEPONENT)

VERIFICATION

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

(DEPONENT)

ANNEXURE II
BID Application Form

(Please fill up separate Bid application forms for each property)

Date:

Mr. Santanu T Ray,

Liquidator,

Sixth Dimension Project Solutions Limited– In Liquidation. Dear

Sir,

I am desirous in participating in the E-Auction announced by you in the newspaper publication dated In (Name of media journal).

Details of Corporate Debtor:

Name of Bank A/c	Sixth Dimension Project Solutions Limited - In Liquidation
Account Number	3734698102
Bank Name	Central Bank of India
Branch	Vashi Turbhe, Mumbai-400703
IFSC Code	CBIN0281217

Details of Bidder / Bid Price Offered

Name of the Bidder	
Constitution of Bidder	
Contact No.	
Email ID	
PAN No.	
Address	

Details of Division / Asset:

Sr. No	Asset	Reserve Price*	EMD Amount	Incremental Value
1.	Commercial office No. T-461/561 (Built-up Area 16,545 Sq. Feet and carpet area is 13,300 Sq. Feet) on the 6th Floor situated in 'ITC Park', Tower No. 7, Sector No. 11, CBD Belapur, Belapur Railway Station Complex, above CBD Belapur Railway Station, Navi Mumbai, Dist- Thane. Including furniture and	11,00,00,000	1,10,00,000	5,00,000

	fixtures situated in the premises.			
--	------------------------------------	--	--	--

**As per the clause 12 of Schedule I of IBBI (Liquidation Process), Regulations, 2019, "On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days of the date of such demand:
 Provided that payments made after thirty days shall attract interest at the rate of 12%:
 Provided further that the sale shall be cancelled if the payment is not received within ninety days."*

CAR DETAILS

	CARS	VEHICLE NO	YEAR	LOCATION	ENGINE	Reserve Price	EMD	INCREMENTAL VALUE
2.	Renault Duster RXL BS IV	MH43AN7991	2013	CIDCO Pay and Park, near Vashi Railway Station, Navi Mumbai, 400705	Diesel	3,15,000/-	31,000/-	5,000/-
3.	Mahindra XUV 500	UP16AR7678	2013	Pul Prahladpur, Jungle Park, Surajkund Badhkal Road, Delhi.	Diesel	3,37,500/-	33,000/-	7,000/-
4.	Maruti Alto 800 VXI	UP16AU4371	2014	Pul Prahladpur, Jungle Park, Surajkund Badhkal Road, Delhi.	Petrol	1,17,000/-	12,000/-	1,000/-

The cars can be inspected at their respective locations as mentioned in above table with prior appointment of Mr. Puneet Sachdeva. These cars are put up for auction as individual cars by depositing respective EMD amount.

The successful bidder shall make the payment within 30 days from the date of issuance of LOI. Failing which the sale will be cancelled and EMD deposited will be forfeited by the liquidator.

Details of Bank and Branch in which refund has to made:

Name of the Bidder	
Bank Account No.	
Name of Bank:	
IFSC Code:	
Branch Name:	

I/We/M/s. also enclose copies of the required KYC documents. We request you to kindly verify the same and arrange with the auction portals for issue of an ID and password for us to enable us to take part in the E- Auction.

Date:

Signature

Place:

STAMP

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

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

1. E-Auction is being held on “**AS IS WHERE IS, AS IS WHAT IS, WHATEVER THERE IS AND WITHOUT RECOURSE BASIS**” and will be conducted “On Line”. The auction will be conducted through the approved service provider **Linkstar Infosys Private Limited.** , at the web portal <https://www.eauctions.co.in/>. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites <https://www.eauctions.co.in/> Interested bidders can register, bid and receive confirmation of their bid online. The requisition of additional information, if any, be sent to sixthdimension@aaainsolvency.com disclosing the identity of the Applicant.
2. The Prospective Bidders should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due-diligence prior to submitting their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The property is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.
3. The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self-attested copies of (i) Proof of identity (KYC) viz. Voter ID card/Driving License/ Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline) of the bidder etc., to the office of Liquidator by 15th February 2022 till 5:00 PM. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator.
4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online E-auction on the portal <https://www.eauctions.co.in/> . The Liquidator will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.

6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
7. The E-Auction / bidding of the assets of Sixth Dimension Project Solutions Limited would be conducted exactly on the schedule Date & Time as mentioned against each property by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of "Bid Increment Amount", the Bid Increment Amount of Rs. 2 Lakhs for Block A. In case bid is placed in the last 5 minutes of the closing time of the E-auction, the closing time will automatically get extended for 5 minutes.
8. In case of the Unsuccessful Bidders, the EMD (only through NEFT/RTGS) be refunded as mentioned in table O above. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD (whether in the form of a Demand Draft or a Bank Guarantee) may be banked or invoked. The EMD shall not bear any interest.
10. The Liquidator will issue a Letter of Intent to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. If in case the successful bidder is unable to pay the balance consideration amount within 30 days of the issuance of letter of intent, then the successful bidder can sought the additional 2 months period time from the Liquidator for the payment of the balance consideration which shall bear the 12% interest (as mentioned above). If the payment is made after 30 days of the issuance of letter of intent, then the successful bidder has to provide the Liquidator the performance bank guarantee within 3 working days of the issuance of the Letter of Intent by the Liquidator. The Liquidator reserves the full right to invoke the performance bank guarantee, if the successful bidder fails to make the full payment of the balance sale consideration, after the expiration of 3 months period (starting from the date of issuance of letter of intent). Any default in submission of the Performance Bank Guarantee by the successful bidder would entail forfeiture of EMD already deposited and the property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of property / amount, whatsoever.
11. The Successful Bidder shall bear the applicable mutation fee and all the minor dues of land development agencies, local and municipal taxes, assessment charges, etc. in respect of the properties put on e-Auction.

12. 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 or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
13. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
14. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
15. The interested bidders may give offers either for one or more than one asset blocks. In case a bidder bids for more than one asset, he will be required to submit separate EMD amounts for each asset blocks.
16. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

Date:

Place:

Santanu T Ray

Liquidator

IBBI Regn. No: IBBI/IPA-002/IP-N00360/2017-2018/11055

Sixth Dimension Project Solutions Limited

(a company under liquidation process vide NCLT order dated 01st March, 2021)

Registered office:. Shop No.9, Ground Floor Shree Ananth Bhuvan CHS Ltd Veer Savarkar Road, Near Teen Petrol Pump THANE - 400601 IN

Email: sixthdimension@aaainsolvency.com

Santanu T. Ray has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI Reg. No: IBBI/IPA-002/IP-N00360/2017-2018/11055. The affairs, business and property of Sixth Dimension Project Solutions Limited (SDPSL) are being managed by the Liquidator, Santanu T. Ray, who acts as agent of SDPSL only and without personal liability.

IP registration details as under:

IP Registration no. IBBI/IPA-002/IP-N00360/2017-2018/11055

Address: 301,A BSEL Tech Park, Sector 30A, Opposite Vashi Railway Station,

Vashi, Navi Mumbai, Maharashtra, 400705;

Email: santanutray@aaainsolvency.com; sixthdimension@aaainsolvency.com Contact

No.- 9167086977/9930600231

ANNEXURE III
Declaration by Bidders

To,
Mr. Santanu T Ray, The Liquidator,
Sixth Dimension Project Solutions Limited - In LiquidationDear

Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet 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 (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller (“Liquidator”) and the Seller 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 property (ies) is accepted by the Seller 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 fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within timeline, the liquidator shall forfeit EMD and or Performance BG.
5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies). 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, submission of bid or acquisition of the property pursuant to the provisions of the E- Auction Process Information Document will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. 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 property being offered for sale.
9. I/We confirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.

(Signature with SEAL)

Name:

.....

Address:

.....

Email:.....

..... Mobile:.....

ANNEXURE IV
Technical Terms & Conditions of E-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the E-auction service provider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. 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.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Affidavit and Declaration as per the formats set out in *Annexure I and III* must be executed in accordance with applicable law and it must be issued in accordance with the constitutional documents of the 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 case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.
9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or

withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the E-auction for each Property, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

ANNEXURE V - CONFIDENTIALITY UNDERTAKING

(on stamp paper)

This Confidentiality Undertaking has been signed by (**Name of potential Bidders**) having its office at _____ acting through Mr. (**Name of person authorised by potential Bidder(s)**), the authorized signatory/authorized representative ("**Bidder**"), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Santanu T Ray, an Insolvency Professional having registration no. IBBI/IPA-002/IP-N00360/2017-2018/11055.

WHEREAS Sixth Dimension Project Solutions Limited, a company registered under Companies, Act, 1956 (hereafter referred as the "**Company**") is undergoing liquidation vide NCLT Mumbai Bench ("**NCLT**") order dated 1st March, 2021. Vide the said NCLT Order Mr. Santanu T Ray, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-002/IP-N00360/2017- 2018/11055 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of Sixth Dimension Project Solutions Limited (in liquidation) ("**Liquidator**").

WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process in respect of sale of the Company in accordance with the provisions of E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) and provisions of Insolvency and Bankruptcy Code, 2016 ("**IBC**") read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 ("**Liquidation Process Regulations**").

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

THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:

1. The Bidder(s) shall not divulge any part of the information memorandum and information contained accessed through the Data Room which shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute "**Confidential Information**". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.
2. The Bidder (s) further unconditionally and irrevocably undertake and declare that:

- a) the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;
 - b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
 - c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
 - d) the Bidder (s) shall protect any intellectual property of the Company which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
 - f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
 - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the Company as provided under E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor)E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor) (Sale of Assets owned by Corporate Debtor) and the Liquidation Process Regulations;
 - h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and
 - i) the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.
3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:

- a) information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or
 - b) information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
 - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).
4. The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor)/ Information Memorandum and Information in the Data Room. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.
 5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.
 6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
 7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
 8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
 9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
 10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document (Sale of Assets owned by Corporate Debtor).

I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [*insert the name of the Bidder (s)*].

Signed on behalf of

(Name of Bidder(s))

by Mr. _____ (Name and Designation) Authorised Signatory

Date:

Place:

Note- In case of consortium, undertaking to be executed by each of the members

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**ANNEXURE VI
DETAILS OF THE BIDDER**

[Note: In case of joint applicants, the details set out below are to be provided for each of the entities / groups submitting Joint Application]

1. Name and Address:

- a) Name of the Firm/Company/Organization:
- b) Address:
- c) Telephone No:
- d) Email:
- e) PAN/CIN:

2. Date of Establishment:

3. Core Area of Expertise:

4. Contact Person:

- a) Name:
- b) Designation:
- c) Telephone No:
- d) Mobile No:
- e) Email:

5. Company/FI Profile:

- a) Financial Profile of the bidder (consolidated / standalone as applicable):
[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to ‘assets under management’ and/or ‘committed funds’ for the preceding five years or the committed funds available as on March 31, 2022, for investment.]
- b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors
- c) Experience of the Company in the relevant sector.
- d) Names of key lenders, if any, to the Company or its affiliates
- e) History if any, of the Company or affiliates of the Company being declared a ‘willful defaulter’, ‘non-cooperative borrower’, ‘non-impaired asset’ or ‘non-performing asset’.
- f) Any other relevant details which are material to be disclosed to the Liquidator prior to bidding

SIGNATURE AND NAME OF AUTHORISED PERSON

DATE:

PLACE:

ANNEXURE-VII AFFIDAVIT
BY THE APPLICANT

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)

I, *[name of the Individual/chairman/managing director/director/authorized person of Bidder, authorized by the Board of the Applicant for giving such affidavit]*, son of *[__]*, aged about *[__]* years, currently residing at *[Address to be inserted]* and having Aadhaar/ Passport number *[_____]*, on behalf of *[name of the Applicant]* having registered office at *[_____]*, do solemnly affirm and state to the Liquidator of Sixth Dimension Project Solutions Limited - In Liquidation that we are eligible under the qualification criteria as required for submission of bid vide Public Announcement dated (Mention Date) as disclosed in the information and under records with us.

I, *[name of the Individual/ chairman/managing director/director/authorized person of Applicant, authorized by the Board of the Applicant for giving such affidavit]*, further acknowledge that I have carefully read the entire document and I am aware of all existing conditions and limitations in relation to the same.

I, *[name of the Individual/ chairman/managing director/director/authorized person of Applicant, authorized by the Board of the Applicant for giving such affidavit]* state that we have attached necessary information requested by the Liquidator. The information furnished by us is true, correct and accurate to the best of our knowledge. Based on this information, we understand that you would be able to evaluate our preliminary proposal in order to pre-qualify for the purpose of bidding. Solemnly affirmed at *[_____]* on the *[_____]* day of *[_____]* 2022

Before me,
Notary/Oath Commissioner

DEPONENT

VERIFICATION:

I, *[name of the Individual/chairman/managing director/director/authorized person of Sponsor, authorized by the Board of the Sponsor company (in case of a company) for giving such affidavit]*, the deponent above named, on behalf of *[name of the Sponsor]*, currently residing at *[_____]*, do hereby solemnly state on oath and declare and verify that the contents of the above affidavit are true, correct and complete to the best of my knowledge and nothing material has been concealed therein.

Verified at *[_____]* on the *[_____]* day of *[_____]* 2022

DEPONENT