

**PRIVATE & CONFIDENTIAL**

**EXPRESSION OF INTEREST FOR SUBMISSION AND  
ELIGIBILITY CRITERIA FOR POTENTIAL RESOLUTION  
APPLICANTS**

**FOR SAVERA DIGITAL INDIA PRIVATE LIMITED**

**SAVERA DIGITAL INDIA PRIVATE LIMITED IN THE BUSINESS OF TRADER,  
SHOWROOM RETAILER OF COMPUTER, MOBILE AND OTHER  
ACCESSORIES**



By Rachna Jhunjhunwala  
Resolution Professional  
IBBI Registration no. IBBI/IPA-001/IP-P00390/2017-18/10707  
Email ID: cirp.saveradigital@gmail.com

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## 1) Introduction

Savera Digital India Private Limited was incorporated on 07<sup>th</sup> September 1995. It is classified as Non-govt company and is registered at Registrar of Companies, Kolkata. Its authorized share capital is Rs. 50,00,000 and its paid-up capital is Rs. 36,67,500, having Corporate Identification Number (CIN) U51900WB1995PTC074040, Pan No.- AAGCS2217N and its registration number is 074040. Its registered address is 40A, CHITTARANJAN AVENUE, Kolkata, KOLKATA, West Bengal, India, 700012

Directors of Savera Digital India Private Limited are Mr. Gopal Pansari and Mr. Santanu Chakraborty.

The application for Corporate Insolvency Resolution Process against the Corporate Debtor was filed by Rashi Peripherals Private Limited, Operational Creditor under section 9 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of Insolvency and Bankruptcy Board of India (Application to Adjudicating Authority) Rules, 2016 and the same was admitted by Hon'ble NCLT Kolkata Bench vide order no. 97/KB/2021 dated 10.01.2024 wherein, Mrs. Rachna Jhunhunwala, the undersigned, was appointed as Interim Resolution Professional by Hon'ble NCLT from its panel list, who was directed to take necessary actions in accordance with the relevant provisions of the Insolvency and Bankruptcy Code, 2016.

That after her appointment as the IRP the undersigned has made public announcement with regard to the initiation of the CIRP process and inviting the claims from the various creditors of the CD on 12.01.2024 in the aforementioned newspapers Financial Times (Kolkata English Edition), Active times (Mumbai English Edition Newspaper), Ekdin (Kolkata Edition- Bengali Newspaper) & Mumbai-Lakshadeep (Mumbai Edition- Marathi Newspaper).

In response to the public notification made by the IRP on 12.01.2024, the IRP has received claims from financial creditor, Operational creditors.

That total 5 Claims have been received by the IRP/RP and all the Claims have been admitted by the IRP/RP.

That one Secured financial creditors namely HDFC Bank has lodged claims aggregating Rs. 31,13,03,413.63 and the amount of Rs 29,80,58,492.63 has been admitted by the IRP.

That two Operational creditors (Government Dues) has lodged claims aggregating Rs. 97,30,599.14 and the entire claim has been admitted by

the IRP.

That two Operational creditors (other than Workmen and Employees and Government Dues) has lodged claims aggregating Rs. 9,38,53,478.72 and the claims aggregating to Rs. 8,68,15,179.72 has been admitted by the IRP.

### **Constitution of the CoC**

Pursuant to receipt of claim, the IRP has constituted the Committee of Creditors (CoC) on 02.02.2024 with HDFC bank being the member having 100% voting power.

### **Confirmation as Resolution Professional**

In the 1<sup>st</sup> Meeting of the CoC held on 09.01.2024 the appointment of the Ms Rachna Jhunjhunwala as Resolution Professional of the Corporate Debtor was confirmed.

Expression of Interest (“EOI”) is now being invited from prospective bidder/s in the matter of **SAVERA DIGITAL INDIA PRIVATE LIMITED**.

Further details are available from the Information Memorandum (hereinafter terms as IM) to be given to the Prospective Resolution Applicant after compliance with all relevant formalities.

## **2) The Company**

Savera Digital India Private Limited was incorporated on 07<sup>th</sup> September 1995. It is classified as Non-govt company and is registered at Registrar of Companies, Kolkata. Its authorized share capital is Rs. 50,00,000 and its paid-up capital is Rs. 36,67,500 having Corporate Identification Number (CIN) U51900WB1995PTC074040, Pan No.- AAGCS2217N and its registration number is 074040. Its registered office address is 40A, Chittaranjan Avenue, Kolkata, Kolkata, West Bengal, India, 700012.

The Corporate Debtor currently is not in operation and the corporate debtor does not have any fixed assets (comprising of land & building, plant & Machinery).

The financial Statement of the CD for the year ended 31st March, 2021, 31st March 2022 and 31st March, 2023 is available on the website mentioned in the Form G.

Established in 1995, Savera Digital India Pvt. Ltd. Agency Pvt. Ltd. (formerly known as Savera Marketing Agency Pvt. Ltd.) is a distributor of PC Components, Systems, Peripherals, Networking, Software's and Associated products. The Corporate Debtor specialized in providing IT hardware components that system integrators need to build PCs.

CD has over 17 years' experience of providing a flexible and reliable distribution service to customers, ranging from small independent retailers, E-tailers to major high street chain stores.

Savera Digital India Pvt. Ltd. was an Authorized National Distributor for RAPOO, GAINWARD, HIS, HGST, VIEWSONIC & ASROCK, Zicom, Manzana Savera worked as a Master Distributor for Quick Heal, Canon, D-Link, TVSE, AMD, HP, Sony, Logitech, Dell, F&D, L.G, Luminous, Samsung, Microsoft, Seagate, Lacie, WDC in specific geo's.

Savera was a proud to be the leading graphics distributor of HIS (AMD) & Gainward (NVIDIA) cards within India.

Savera Digital India Pvt. Ltd. had a consistent growing Distribution House with ERP enabled branches across India. It had 11 branch offices, 1 Retail IT Outlet, 1 Samsung Smart Café Store. Kolkata, Ranchi, Patna, Guwahati, Raipur, Indore, Delhi, Gurgaon, Jaipur, Ahmedabad, Mumbai, Nagpur. More than 5500 Partners once worked together with the CD.

**Currently it has no branches and no operations.**

**Details of the Board of Directors (BOD) of SAVERA DIGITAL INDIA PRIVATE LIMITED as on 10.01.2024:**

<b>Name of Director</b>	<b>Designation</b>	<b>DIN No.</b>	<b>Begin date</b>
Gopal Pansari	Director	01382646	01/06/2001
Santanu Chakraborty	Director	09728925	07/09/2022

**3) Expression of Interest**

Expressions of Interest (EOI) are invited from prospective Resolution Applicants, Investors/Consortium of Investors or any other

persons having adequate financial and technical capabilities to submit resolution plan for SAVERA DIGITAL INDIA PRIVATE LIMITED.

Resolution Applicant (RA) submitting the Expressions of Interest (EOI) should meet the Eligibility Criteria as set out in EOI. EOI shall be submitted in the prescribed format as set out in “**Annexure – A**”. the details of RA as set out in “**Annexure – B**” hereto along with the supporting documents as set out in “**Annexure – C**” and also, the eligible Resolution Applicants shall be required to execute a Confidentiality Undertaking (“CU”) as set out in “**Annexure – D**” and Unconditional Undertaking as set out in “**Annexure – F**” as per the requirements of the IBC and the CIRP Regulations as a condition for receiving the Information Memorandum (“IM”) and other relevant information in relation to the Corporate Debtor and

**A refundable security Deposit of Rs. 2,00,000/- (Rupees 2 Lakhs) through a Demand Draft issued by any scheduled commercial bank in India, in favour of “CIRP A/C Savera Digital India Pvt Ltd”, payable at Kolkata.**

RAs will be required to submit the resolution plan within timelines as stipulated in the RFRP along with the adjustable/refundable Earnest Money Deposit of Rs 10,00,000/- (Rupees Ten Lakhs) in accordance with the IBC and the CIRP Regulations.

All Prospective RAs who are desirous of submitting a resolution plan in respect of the Corporate Debtor must read, understand and comply with all requirements under the IBC, the CIRP Regulations and any other applicable laws that are in force now or which may come into force subsequently, in relation to the resolution plan and all matters incidental thereto.

#### **4) Transaction Process**

The transaction process for the Corporate Debtor as aforesaid shall be completed in the following two stages:

##### **Stage I**

- Submission of EOI by Prospective Resolution Applicants (RAs)
- Screening and short listing of Prospective Ras based on the eligibility criteria.

##### **Stage II**

- Under section 25(2)(h) of IBC 2016, provision of the Request for Resolution Plan (“RFRP”) document to shortlist Prospective RAs upon execution of the CU.
- Access to Information for due diligence by the short-listed Prospective RAs.
- Submission of Resolution Plan by Resolution Applicant along with Bid Security etc. within the timelines specified in the RFRP.

EOI should be submitted by email to [cirp.saveradigital@gmail.com](mailto:cirp.saveradigital@gmail.com) and also by hand or post in a sealed envelope in a format provided herein at the communication address below:

**Rachna Jhunjunwala,  
Resolution Professional**

CIRP of SAVERA DIGITAL INDIA PRIVATE LIMITED

Correspondence Address: 9 Weston Street, Room no 134, Kolkata 700013

Process specific Email: [cirp.saveradigital@gmail.com](mailto:cirp.saveradigital@gmail.com)

**Subject matter of email/hardcopy should clearly specify:** “Submission of EOI in matter of CIRP of SAVERA DIGITAL INDIA PRIVATE LIMITED by M/s...<name of the applicant>”

All the documents submitted over email should be clearly legible and properly signed & stamped.

**5) Find below the Timeline of the activities with respect to EOI:**

<b>Description of Activity</b>	<b>Relevant Date</b>
Publish Form G	09/03/2024
Invitation of EOI	09/03/2024
Last Date of Receipt of EOI	25/03/2024
Date of Issue of provisional list of prospective resolution applicants	04/04/2024
Last date for submission of objection to provisional list	09/04/2024
Date of issue of final list of Resolution Applicants	19/04/2024
Issue of RFRP, including Evaluation Matrix and IM	24/04/2024
Last date of receipt of resolution Plan	24/05/2024

## **6) Qualification for the Prospective Resolution Applicant**

EOIs would be subject to evaluation on the basis of eligibility criteria and should have good financial health & reputation.

Upon execution of the Confidentiality Undertaking, the Prospective Resolution Applicants will be provided the RFRP documents containing further details and timelines related to the process. Further conditions/criteria including control, lock in restrictions and other eligibility conditions as will be stipulated by COC in the RFRP document.

Prior to access being granted to the information about the Company (SAVERA DIGITAL INDIA PRIVATE LIMITED) Prospective Resolution Applicants will also be required to submit an unconditional undertaking to confirm their 'eligibility' to submit a resolution plan under Section 29A of the Insolvency and Bankruptcy Code, 2016.

### **Disqualifications under Section 29A**

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

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);

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

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

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

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate



debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as 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): 4 [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<sup>5</sup> [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 1 [or completion of such transactions as may be prescribed], prior to the insolvency commencement date;]

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

(a) a scheduled bank;

(b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;

(c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);

(d) an asset reconstruction company register with the Reserve Bank of India under

section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(e) an Alternate Investment Fund registered with Securities and Exchange Board of India;

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

## **Details of other requirements**

### **A. For Private / Public Ltd. Company / LLP / Body Corporate, whether incorporated in India or outside/ any other applicant:**

- Group may consist of entities either controlling or controlled by or under common control with the applicant. Control means at least 26% ownership. The entities must remain part of the Group for at least 3 years.

### **B. Conditions for Consortium applicant:**

- Lead Member shall hold at least 26% of the paid-up equity share capital of the SPV. No change of Lead Member or each member whose financials have been considered towards the Qualifying criteria may be permitted post submission of EOI.

- Each Member of the Consortium shall hold at least 10% of the paid-up equity share capital of the SPV.

- Incorporation of Indian SPV (in the form of a company) shall be mandatory to enter into definitive agreements post submission of binding proposal.

**C.** Further conditions/criteria including control, lock-in restrictions and other eligibility conditions at the sole discretion of RP/ COC may be stipulated in the documents further provided to qualified resolution applicants.

**D.** The applicant must be a fit and proper person not under any legal disability to be a promoter under the applicable laws.

Interested parties shall submit financial statements, proof of address, Incorporation documents, copy of PAN card/ Tax identification number and documents certifying the abovementioned criteria (Auditor/Chartered Accountant Certificate for Part A and Management Certificate for Part B). RP may seek additional information from the applicants, if required.

**Note:**

1. CoC has the right to cancel or modify the process or seek additional information or documents from the prospective RA without assigning any reason and without any liability. This is not an offer document and is issued with no commitment. Applicants shall be kept updated regarding clarifications/ amendments/ time- extensions, if any.

2. CoC/ RP reserve the right to withdraw EOI, reject Resolution Plan and/ or ask for change or vary any part thereof at any stage and also reserve the right to disqualify any potential applicant, should it be so necessary at any stage.

3. No oral conversations or agreements with the Interim Resolution Professional or any official, agent or employee of the Resolution Professional, the Company or any member of the CoC shall affect or modify any terms of this EOI.

4. Neither the applicant nor any of the applicant's representatives shall have any claims whatsoever against the Resolution Professional or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this EOI.

5. By submitting a proposal, each applicant shall be deemed to have acknowledged that it has carefully read the entire EOI and has fully informed itself as to all existing conditions and limitations.

**7) Changes / Modifications in the EOI / Resolution Plan Process:**

If due to any reasons, changes in the bid process including the time fixed for each process / event are necessitated, the Resolution Professional with the approval of the Members of the Committee of Creditor(s) reserves the right to change/ modify the timelines, process, conditions specified in the RFRP documents without assigning any reasons thereto.

If changes/ modifications are made, necessary corrigendum will be issued. Such change/ modification shall be binding upon the Prospective Resolution Applicant.

## **ELIGIBILITY CRITERIA**

The eligibility criteria for submission of resolution plan for SAVERA DIGITAL INDIA PRIVATE LIMITED are as follows:

(a) Any person including private limited company or public limited company registered under the Companies Act 1956 or 2013, Limited Liability Partnership (LLP) or a company incorporated outside India, which is eligible to invest in India under the laws of India either as a sole resolution applicant or as part of a consortium.

(b) In case of consortium, the minimum paid-up equity contribution by each consortium member should be at least 10% and lead consortium member should be at least 26%.

(c) The shareholding of the special purpose vehicle incorporated by the consortium shall be same as the shareholding of members in consortium.

(d) Potential Resolution Applicant's competence and capability are proposed to be established broadly by the following parameters:

1. Financial Capacity
2. Business Capacity
3. Provisions of section 29A of IBC

### **1. Financial Capacity Eligibility Criteria:**

#### **(i) Net Worth/NOF/AUM**

The net worth criteria for Individual applicant, Body Corporate / Firm and FI/ARC/NBFC:

- (a) Individual: Rs. 50 Lakhs (Rupees Fifty Lakhs)
- (b) Firm/Body corporate: Rs. 50 Lakhs (Rupees Fifty Lakhs)
- (c) FI/NBFC: Rs. 500 Crores (Rupees Five Hundred Crore)
- (d) ARC: Rs. 1000 Crore (Rupees One Thousand Crore) and should comply with RBI guidelines.

#### **Note:**

*(i) The last available audited financial statements shall not be older than one year from the date of the notification.*

*(ii) In case of Potential Resolution Applicant other than Sole Individual Investor /Consortium of Sole Individual Investor, while providing the information and numbers for the net worth criteria, standalone net worth*

*along with the consolidated number with that of the promoter / promoter group and / or any of the group entities may be provided based on last audited financial statements of Potential Resolution Applicant and such entities.*

*(iii) In case consortium is of Private / Public Limited Companies / LLP / Body Corporate / any other Potential Resolution Applicants, net worth of the Consortium shall be calculated as an aggregate of weighted average of individual member's net worth proportionate to their respective shareholding in the consortium. [(% equity contribution of member 1 x net worth of member 1) + (% equity contribution of member 2 x net worth of member 2) + (% equity contribution of member 3 x net worth of member 3) + ... member*

**(ii) Good financial health and repute:**

A company having Good track record of financial health and repute of the potential Resolution Applicant for last 3 years.

**2. BUSINESS CAPACITY ELIGIBILITY CRITERIA:**

Turnover:

Minimum turnover of INR 1 crore (Rupees One Crore Only) at the group level as per the last available audited financial statements.

Note:

(i) Turnover shall mean either gross income or gross revenue.

(ii) The last available audited financial statements shall not be older than one year from the date of the advertisement.

(iii) The condition for turnover may be relaxed for any Financial Investors / Investment Companies / Alternative Investment Fund / Sole Individual Investor / Consortium of Sole Individual Investors.

(iv) While providing the information and numbers for the turnover criteria, standalone turnover (i.e., gross income or gross revenue) along with the consolidated number with that of the promoter / promoter group and / or any of the group entities may be provided based on last audited financial statements of the Potential Resolution Applicant and such entities.

### **3. Provisions of section 29A of IBC**

Potential Resolution Applicant must be eligible to submit Resolution Plan in accordance with provision of Section 29A of IBC.

For this purpose, the Potential Resolution Applicant should give a declaration supported by affidavit as set out in “**Annexure - D**” here to stating that it does not suffer from any disqualification provided in Section 29A of IBC.

In case of Resolution Applicants submitting the Resolution Plan jointly, the declaration and affidavit needs to be submitted by each such Resolution Applicant. However, a Resolution Applicant(s) suffering from a disqualification under Section 29A (c) may submit a resolution plan, provided that before submission of resolution plan, it makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts of a corporate debtor under the management or control of such person or of whom such person is a promoter and that it submits a written acknowledgement of such payment at least one day before the last day of submission of resolution plan.

**“ANNEXURE – A”**

**FORMAT FOR EXPRESSION OF INTEREST FOR RESOLUTION  
PLAN OF SAVERA DIGITAL INDIA PRIVATE LIMITED**

(On the letter head of the Resolution Applicant)

Date: \_\_\_\_\_

**To,  
Mrs. Rachna Jhunjhunwala,  
Resolution Professional,  
SAVERA DIGITAL INDIA PRIVATE LIMITED**

**Sub: Expression of Interest (“EOI”) for Resolution Plan**

Dear Sir,

In response to your public notice in *[Insert the names of the newspaper and/or website]* on *[Insert date of the advertisement]* inviting EOIs for Resolution Plan for Savera Digital India Private Limited, we hereby submit our EOI.

We have attached necessary information and documents as per the prescribed formats, without any deviations, conditions and without any assumptions or notes. Based on this information we understand you would be able to evaluate our preliminary proposal in order to pre-qualify for the above-mentioned proposal.

We understand that the selection of the resolution applicant is the sole discretion of the Committee of Creditors and that we shall not be entitled to question the selection, selection criteria, nor shall we be entitled to seek details of the manner of selection.

The details of the contact person for the purposes of this Resolution Plan are provided below:

Name: Designation:

Address:



Phone Nos:  
E-mail address:

Sincerely yours,

On behalf of the firm/company/organization:

Signature: \_\_\_\_\_

Name of signatory:  
Designation: Company  
Seal/stamp

**Enclosures: (Annexures)**

## ANNEXURE 'B'

### DETAILS OF THE POTENTIAL RESOLUTION APPLICANT

**1. Name and address:**

Name:

Address (with proof):

Telephone No.:

Fax No.:

Email:

**2. Name and address (with proof) of the Firm / Company / Organization:**

**3. Date of establishment of Resolution Applicant / Promoter Group and copies of documents:**

**4. Core area of expertise of Resolution Applicant:**

**5. Contact Person:**

Name:

Designation:

Telephone No:

Mobile No.:

Email:

**6. PAN No. and / or CIN No. and / or Aadhaar No. or equivalent details of Resolution Applicant and copies of documents:**

**7. Details of Consortium Members (only if applying through consortium):**

Name of the Member	% of share in the Consortium	Nominated as Lead (Y/N)

## ANNEXURE – ‘C’

### SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

#### 1) **Profile of the Resolution Applicant:**

a. General Profile: Provide a summary of the business, history and current status of the Resolution Applicant;

b. Financial Profile (consolidated/standalone as applicable);

c. History, if any, of the Prospective Resolution Applicant or affiliates being declared a ‘wilful defaulter’, non-cooperative borrower’, ‘non- impaired asset’ or ‘non-performing asset’ (Self- Declaration);

d. Any other relevant details which would be useful for the RP to evaluate the bid and help to shortlist for the next stage in the process.

2) **Legal Documents:** Copies of Certificate of Registration and/ or Constitutional Documents of the Resolution Applicant;

3) **Net Worth/ assets under management:** Last 3 years (2020-21, 2021-22, 2022-23) audited financial results of the Resolution Applicant(s) as per the qualification criteria and a Net Worth Certificate by the Chartered Account;

4) Power of Attorney/ Authorization/ Board Resolution;

5) CIBIL Report;

6) Consortium Agreement (if EOI submitted by consortium);

7) Details of the Related Party as per the IBC, 2016 with their PAN and DIN (if available).

8) Undertaking by the Resolution Applicant (**Format is provided below as Annexure- D**);

9) A notarized declaration from the applicant in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the applicant is using such entities for submitting EOI. Please note that the applicant must be ‘fit and proper’ person not under any legal disability to be promoter under the applicable laws including listing agreement and SEBI regulations and guidelines and shall provide all relevant documents for its promoter/promoter group or any other group company.

**ANNEXURE 'D'**  
**CONFIDENTIALITY UNDERTAKING**  
**(in the form of affidavit)**

(To be signed by each investor separately as well in case of joint investors in addition to Joint undertaking)

I/We, \_\_\_\_\_, authorized person for [Name of the Resolution Applicant] (**"Resolution Applicant"**), undertake that the information furnished by the Resolution Applicant in the EOI for Resolution Plan for Savera Digital India Private Limited (**"Company"**) and the Annexure are true, correct, complete, and accurate. Further, the Resolution Applicant undertakes, agrees and acknowledges that:

- a) Resolution Applicant shall keep all information set out in the Information Memorandum and/or furnished pursuant to the same as confidential;
- b) Resolution Applicant shall not use any such information to cause an undue gain or undue loss to the Company or any other person;
- c) Resolution Applicant shall comply with the requirements under Section 29(2) of the Insolvency and Bankruptcy Code, 2016;
- d) Resolution Applicant shall protect the intellectual property rights of the Company in relation to all such information;
- e) Resolution Applicant shall not share any such information with any third party including any representatives, without first ensuring that our obligations under this undertaking is complied with;
- f) The Expression of Interest will be evaluated by the RP/the Committee of Creditors ("CoC") of the Company based on the information provided in the Annexure to determine whether we qualify to submit a proposal for the proposed transaction;
- g) The RP/CoC reserve the right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the Expression of Interest submitted by us without assigning any reason whatsoever;
- h) The RP/CoC reserves the right to request for additional information or clarification from us for the purposes of the Expression of Interest and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/COC may lead to rejection of our submission pursuant to Expression of Interest; and
- i) Submission of Expression of Interest alone does not automatically entitle us to participate in the next stage of the bid process.

Date: Place:

Signature:

**ANNEXURE 'E'**  
*Format of Undertaking*  
*(To be provided by way of affidavit)*

(To be signed by each investor separately as well in case of joint investors  
in addition to Joint undertaking)

**To, Mr./Ms.**\_\_\_\_\_

**Resolution Professional of** \_\_\_\_\_

**Subject: Undertaking in relation to submission of the EoI for -----  
("Company"), undergoing Corporate Insolvency Resolution Process ("CIRP")**

Dear Sir/Madam,

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

- (a) We have understood the eligibility and other criteria mentioned in the Invitation for submission of EoI issued by the Resolution Professional of the Company on -  
-  
.....;
- (b) We meet the necessary threshold and criteria mentioned in the EoI;
- (c) We, including any connected person with us, singly or jointly, are not ineligible or disqualified in terms of provisions of Section 29A of the Code as amended till date;
- (d) The Investment in the Corporate Debtor shall be made by us on an "as in, where is" basis and the Resolution Professional or the COC will not be providing any representations or warranties for the Corporate Debtor;
- (e) Neither we nor any of our representatives shall have any claims whatsoever against the Resolution Professional or its advisors or any member of the CoC or any of their directors, officials, agents or employees arising out of or relating to this EoI;
- (f) No oral conversations or agreements with the Resolution Professional or any official, agent or employee of the Resolution Professional, or any member of the COC shall affect or modify any terms of this EoI;
- (g) The Resolution Professional shall be entitled to reject the EoI submitted after the last date prescribed by the Resolution Professional;
- (h) If, at any time after the submission of this EOI, we become ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section

29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the COC;

- (i) All information and records provided by us to the Resolution Professional in EoI or otherwise are correct, accurate, complete and true and no such information, data or statement provided by us is inaccurate or misleading in any manner. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EoI in order to prequalify for the above-mentioned proposal.
- (j) Further, we agree and acknowledge that we shall maintain confidentiality of the information 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 sub-section (2) of section 29.
- (k) We acknowledge that in case any information/record provided by us is false, incorrect, inaccurate or misleading, we shall become ineligible to submit the Resolution Plan and we shall also attract penal action under the Code.
- (l) We will hold in trust and in confidence the Confidential Information provided to us by the Resolution Professional/Committee of Creditors of the Company ("CoC")/ Company and will not, directly or indirectly use the Confidential Information for causing an undue gain or undue loss to itself or any other person or for any purpose other than for submission of resolution plan. We will not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the Resolution Professional. We will disclose the Confidential Information to our employees, advisors, directors and/or our affiliates (together the "Representatives"), strictly on a need to know basis and solely for the purpose of preparation, finalization and submission of the resolution plan for the Company, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the preparation/submission of the Resolution Plan and shall be bound by confidentiality obligations that are at least as stringent as the obligations agreed by us in this undertaking. We will use the same degree of care to protect the Confidential Information as we use to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/or republication of the Confidential Information. We will promptly notify the Resolution Professional

of any Confidential Information which has been used by any unauthorised third party provided that such notification shall not relieve us from any liability arising from its breach of this undertaking. For purposes of this Undertaking, the term "Confidential Information shall mean and include any and all facts, knowledge, information, documents and materials whether written or otherwise, concerning the business, operations, prospects, finances, or other affairs of the Company, its affiliates, associates or subsidiaries (which includes, without limitation, documents delivered in connection with due diligence, investigation, information relating to the existing business of the Company, market and company specific data, agreements related to its business including knowhow and technology agreements, agreements relating to licence to use intellectual property rights, graphs, drawing, past, current, and planned research and development, current and planned marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists and other end-user pricing related information, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, activities, products, specifications, data, know-how, compositions, designs, sketches, photographs, business plans, financial projections and budgets, historical and projected sales, capital spending budgets and plans, current or prospective financing sources, the names and backgrounds of personnel, personnel training techniques and materials, reports relating to the Company's operations prepared by external consultants which are proprietary to the Company, and any information memorandum / draft /final offer document, request for proposal, or other materials prepared in connection with submission of Resolution Plan, howsoever documented, that has been or may hereafter be provided or shown to us by the Company/Resolution Professional/CoC or is otherwise obtained from review of the Company's documents or property or discussions with the Company/Resolution Professional/CoC irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by us containing or based, in whole or in part, on any information included in the foregoing. Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this undertaking: (a) information which we can prove was already in our possession and was available to us on a non-confidential basis prior to its disclosure to us by the Company/Resolution Professional/CoC; (b) information which is obtained by us from a third Person who, insofar as is known to us, is not prohibited from disclosing the information to us under a contractual, legal or fiduciary obligation to the Company/Resolution Professional/CoC; and (c) information which is or becomes generally available to the public otherwise than as a result of a breach of this undertaking by us. The

decision of the Resolution Professional and/or the CoC on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive and binding; (g) Further, we agree and acknowledge that in case any information/record provided by interest is false, incorrect, inaccurate or misleading, we shall become ineligible to submit the Resolution Plan and we shall also attract penal action under the Code.

Yours Sincerely,

On behalf of [name of the entity submitting the EoI]

Signature: \_\_\_\_\_

Name of Signatory:

Designation:

Company

Seal/Stamp

NOTE:

- (a) The Undertaking should be stamped on a stamp paper of INR 100 (One hundred) only.
- (b) The person signing the Undertaking should be authorized signatory supported by necessary board resolutions/authorization letter.
- (c) For PRAs who are not Indian Residents, the undertaking can be submitted on their letter heads instead of stamp paper.



**ANNEXURE 'F'**  
**UNCONDITIONAL UNDERTAKING**  
**(in the form of affidavit)**

I/We, \_\_\_\_\_, authorized person for [Name of the Resolution Applicant] (**"Resolution Applicant"**), unconditionally undertake that the information furnished by the Resolution Applicant in the EOI for Resolution Plan for Savera Digital India Private Limited (**"Company"**) and the Annexure are true, correct, complete, and accurate. Further, I/We the Resolution Applicant unconditional undertakes, agrees and acknowledges in compliance of the Sub-Regulation 7 of the Regulation 36A of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 that:

- a. I/We Undertake that I/we meets the criteria specified by the committee under clause (h) of sub-section (2) of section 25;
- b. I/We shall provide the relevant records in evidence of meeting the criteria under clause (a);
- c. I/We does not suffer from any ineligibility under section 29A to the extent applicable;
- d. I/We undertake that I/We shall provide the relevant information and records to enable an assessment of ineligibility under clause (c);
- e. I/We shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process;
- f. I/We undertake that every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
- g. I/We undertake that I/We shall maintain confidentiality of the information 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 sub-section (2) of section 29.

Date:

Place:

Signature:

**Annexure “ G “**  
**FORM G**  
**INVITATION FOR EXPRESSION OF INTEREST FOR**  
**SAVERA DIGITAL INDIA PRIVATE LIMITED**  
**OPERATING TRADER, SHOWROOM RETAILER OF COMPUTER, MOBILE AND OTHER**  
**ACCESSORIES**

(Under sub-regulation (1) of regulation 36A of the Insolvency and Bankruptcy Board of India  
(Insolvency Resolution Process for Corporate Persons) Regulations, 2016)

SL.	RELEVANT PARTICULARS	
1.	Name of the corporate debtor along with PAN & CIN/ LLP No.	SAVERA DIGITAL INDIA PRIVATE LIMITED Pan No.- AAGCS2217N CIN No.- U51900WB1995PTC074040
2.	Address of the registered office	40A, CHITTARANJAN AVENUE, Kolkata, KOLKATA, West Bengal, India, 700012
3.	URL of website	<a href="https://www.savera.co.in/news-media/">https://www.savera.co.in/news-media/</a>
4.	Details of place where majority of fixed assets are located	NO FIXED ASSETS
5.	Installed capacity of main products/ services	<b>(Currently no operations)</b> Used to have Showroom and was dealing in computer and other allied products.
6.	Quantity and value of main products/ services sold in last financial year	Nil
7.	Number of employees/ workmen	NIL
8.	Further details including last available financial statements (with schedules) of two years, lists of creditors are available at URL:	Financial Statement obtained from: <a href="https://www.savera.co.in/news-media/">https://www.savera.co.in/news-media/</a> For the List of Creditors: - <a href="https://ibbi.gov.in/en/claims/claim-process/U51900WB1995PTC074040">https://ibbi.gov.in/en/claims/claim-process/U51900WB1995PTC074040</a>
9.	Eligibility for resolution applicants under section 25(2)(h) of the Code is available at URL:	<a href="https://www.savera.co.in/news-media/">https://www.savera.co.in/news-media/</a>
10.	Last date for receipt of expression of interest	25/03/2024
11.	Date of issue of provisional list of prospective resolution applicants	04/04/2024
12.	Last date for submission of objections to provisional list	09/04/2024
13.	Date of issue of final list of prospective resolution applicants	19/04/2024
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	24/04/2024
15.	Last date for submission of resolution plans	24/05/2024
16.	Process email id to submit Expression of Interest	<a href="mailto:cirp.saveradigital@gmail.com">cirp.saveradigital@gmail.com</a>

Date: 09.03.2024

Place: Kolkata

SD/-  
Rachna Jhunjunwala  
RESOLUTIONAL PROFESSIONAL  
SAVERA DIGITAL INDIA PRIVATE LIMITED  
Kolkata, West Bengal ,700013  
IBBI/IPA-001/IP-P00389/2017-18/10707  
AFA Valid till 07.12.2024  
Siddha Weston, 9 Weston Street, Suite No 134,  
Reg. email: [egress.rac@gmail.com](mailto:egress.rac@gmail.com)  
Process Email ID – [cirp.saveradigital@gmail.com](mailto:cirp.saveradigital@gmail.com)