

Terms of Sale of Inventories of Born Unicorn Tech Prise Private Limited

1. Sale shall be on “AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS and NO RECOURSE” BASIS

The sale of inventories by the Resolution Professional of Born Unicorn Tech Prise Pvt Ltd. (hereinafter referred to as the "Company") shall be conducted on an “AS IS WHERE IS, AS IS WHAT IS and WHATEVER THERE IS and NO RECOURSE” basis and in a single lot. The inventories are sold in their present condition, with all faults, defects, encumbrances, claims, dues, or demands, whether known or unknown, and the Company makes no warranties or representations regarding the condition or title of the inventories.

2. Service Provider and Sale Process

The sale of inventories has been announced through the website of **Born Unicorn Tech Prise Pvt Ltd.** at [insert website link]. The sale process will be managed by the Resolution Professional in accordance with the guidelines and processes set forth in this document. The relevant information regarding the Inventories, bid forms, undertaking, and terms and conditions are available on the Company's website. Please refer to the following annexures as integral to the Terms.

3. Inspection of Inventories

Interested bidders may if required independently inspect the inventories at their cost. The inventories may be inspected at the warehouse of Born Unicorn Tech Prise Private Limited at 205, Ground Floor, Right Side, Khasra No. 8/2, 13, 18/1 Dera Village, Near Usha Farm, New Delhi – 110074 and at Unit No. G-5, 6, 7, 10, 11, 12, Ground Floor, Parsvanth Towers, Shahdara, Delhi on 31/5/2025 any time between 11 am and 5 pm by appointment with the Resolution Professional at the contact details below. Bidders shall bear all costs of such inspections.

4. No Representation or Warranty by the Resolution Professional

The advertisement of this sale does not constitute a representation of the condition of goods by the Resolution Professional. The inventories are being

sold subject to all existing and future encumbrances/claims/dues, whether known or unknown. The Resolution Professional shall not be liable for any third-party claims, rights, or dues in connection with the inventories.

5. Bidder Responsibility

It is the responsibility of the interested bidders to ensure that they have conducted sufficient due diligence and satisfied themselves regarding the condition of the inventories before submitting a bid. The submission of a bid constitutes an acknowledgment that the bidder has inspected the inventories and is fully aware of their condition.

6. Earnest Money Deposit (EMD)

To participate in the sale to buy lot under sale, bidders are required to deposit a sum of Rupees Two lacs only before 06:00 P.M on 09.06.2025 as Earnest Money Deposit (EMD) once along with the Bid Submission either through:

- **DD/NEFT/RTGS** in the Account of **Born Unicorn Tech Prise Private Limited – In CIRP**,
- **Demand Draft (DD)** drawn on any scheduled bank in favor of **Born Unicorn Tech Prise Private Limited – In CIRP**.
- **Bank Details for EMD deposit:**

Account Name	Born Unicorn Tech Prise Pvt. Ltd. in CIRP
Account Branch	HDFC Bank, B-54A, Greater Kailash-1, New Delhi-110048
Account No.	50200107017557
IFSC Code	HDFC0000092

7. Submission of Documents for Bid Participation

Interested bidders must submit the following documents along with the evidence of the EMD deposit.

- 1) Proof of Identification (Aadhar Card/PAN / Certificate of Incorporation/ Registration of Firm)
- 2) Valid Email ID
- 3) Landline and/or Mobile Phone Number
- 4) Basic Details of Bidders (as per Annexure I)
- 5) Bid application Form (as per Annexure II)

6) Undertaking (as per Annexure III)

The required documents must be submitted to the Resolution Professional by email the BID due date and time to bornunicorn.cirp@gamil.com

8. GST and Applicable Charges

The successful bidder shall bear all applicable taxes, including GST, as per the provisions of the GST Act, and any other charges including but not limited to GST. The Amount of GST payable shall be detailed in the Letter of Intent (LOI) issued to the successful bidder.

9. Transfer of Ownership

The transfer of ownership of the inventories shall be completed only after full sale consideration has been received by the Resolution Professional, in accordance with the provisions of the **Sale of Goods Act, 1930**. Any delay in the delivery, whether due to the Resolution Professional or any relevant authority, will not constitute a valid reason for the cancellation of the bidder's offer.

10. Right of the Resolution Professional to Request Documents

The Resolution Professional reserves the right to request additional documents from any bidder. Failure to provide the requested documents may result in disqualification of the bidder from the sale.

11. Successful Bidder

The bidder who submits the highest bid (and meets or exceeds the reserve price) upon the closure of the sale will be declared the successful bidder subject to the challenge bid process. A communication to this effect will be issued to the successful bidder, subject to approval by the Resolution Professional.

12. EMD Adjustment and Refund

The EMD of the successful bidder will be retained as part payment of the sale consideration. The EMD of unsuccessful bidders will be refunded within **21 working days** from the conclusion of the sale. No interest will be paid on the EMD amount in case of any delay.

13. Payment of Sale Consideration

The successful bidder is required to pay the balance of the sale consideration (i.e., successful bid amount minus the EMD) within **10 days** of the issuance of the Letter of Intent (LOI). In case of default in payment, the entire amount (EMD + any other amount) deposited by the successful bidder will be forfeited.

14. No Obligation to Accept Highest Bid

The Resolution Professional reserves the right to accept or reject any bid, including the highest bid. The Resolution Professional may also adjourn, postpone, or cancel the sale at any stage, withdraw any inventory, or make any changes to the sale process, without assigning any reasons.

15. Sale Certificate and Transfer

Once the entire sale consideration has been received, an Invoice/Sale certificate will be issued in the name of the successful bidders only. The Invoice will not be issued in any other name.

16. Governing Law

The sale is subject to the provisions of the **Insolvency and Bankruptcy Code, 2016** and any regulations made thereunder.

17. Cancellation in Case of Single Bidder

If only one bidder deposits the EMD for any inventory, the Resolution Professional reserves the right to cancel the sale process after consultation with stakeholders.

18. Final Decision of the Resolution Professional and COC

The decision of the Resolution Professional and the Committee of creditors on the declaration of the successful bidder shall be final and binding on all bidders.

These Terms governing the sale process conducted by the Resolution Professional of Born Unicorn Tech Prise Pvt Ltd. Bidders are advised to carefully review the conditions and ensure compliance before participating in the sale. Participation in the bid shall mean acceptance of all terms of sale without any deviations.

For Further Details or Clarifications, contact us at bornunicorn.cirp@gmail.com

SD/-

Anil Kumar Sharma

Resolution Professional

in the matter of M/s Born Unicorn Tech Priase Pvt. Ltd.

Reg. No. IBBI/IPA-003/IPA-ICAI-N-00218/2019-2020/12514

Address: 64, near Modi Mill, Okhla Phase III,

Okhla Industrial Estate, New Delhi, Delhi-110020

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