

BID DOCUMENT ("BD") FOR SALE OF NON-PERFORMING ASSETS OF SICOM LIMITED

**July, 2023 (Revised-5)** 

#### I. DISCLAIMER AND IMPORTANT NOTICE

This document shall be referred to as the Bid Document for Sale of Non-Performing Assets of SICOM Limited ("BD"). The purpose of this BD is to provide information to prospective bidders/transferees ("Bidders") in respect of the sale of Non-Performing Assets of SICOM Limited ("NPAs") to entities permitted to acquire stressed loan exposures under Clause 58 of Master Direction – Reserve Bank of India (Transfer of Loan Exposures) Directions, 2021 dated Sept 24, 2021 as under;

- 1. Scheduled Commercial Banks;
- 2. All India Financial Institutions (NABARD, NHB, EXIM Bank, and SIDBI);
- 3. Small Finance Banks;
- 4. All Non Banking Finance Companies (NBFCs) including Housing Finance Companies (HFCs);
- 5. Asset Reconstruction Companies registered with the Reserve Bank of India under Section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
- 6. A company, as defined in sub-section (20) of Section 2 of the Companies Act, 2013 other than a financial service provider as defined in sub-section (17) of Section 3 of the Insolvency and Bankruptcy Code, 2016. Acquisition of loan exposures by such companies shall be subject to the relevant provisions of the Companies Act, 2013.

It is presumed and understood that by participating in this process, each of the Bidders has carried out / will carry out their own independent due-diligence and assessment in respect of any or all matters, information, statements, etc. covered or sought to be covered or contained in this BD, the NPAs and any information or documents that may be provided by SICOM Limited during the course of the process pursuant to this BD. Bidders should form their own views as to whether information provided herein or any information that may be provided by SICOM Limited separately is relevant to any decisions that they take and should make their own independent assessment in relation to any additional information that they may require.

Bidders must note that the sale of the NPAs will be on an "as is where is", 'as is what is' and on a 'without recourse' basis and under the Swiss Challenge Method in terms of RBI Master Directions dated September 24, 2021, as amended from time to time. Completion of the sale and purchase of the NPAs shall be at the sole discretion of Sicom Limited irrespective of whether base bids, counter bids have been received or whether a winning bid has been declared, subject to the extant Reserve Bank of India guidelines.

Bidders should note that they must have the capacity and be legally competent to enter into and conclude the transaction for purchase of the NPAs in compliance with all applicable laws, including all regulations, directions and guidelines framed by the Reserve Bank of India ("**RBI**") in this regard from time to time.

The information contained in this BD or any other information which may be provided to Bidders is subject to change without prior notice. SICOM may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned hereunder.

#### II. TIMELINES AND SCHEDULES

The time schedule for completion of the sale process of the NPAs is given below, which may be taken note of and will have to be adhered to since no further extension will be made in the schedule:-

| Sr | Particulars  | Proposed      |
|----|--|---------------|
| No |  | Date          |
| 1  | Issue of Advertisement for inviting Expression of Interest for the       | July 13, 2023 |
|    | purchase of the NPAs ("EOI")   |               |
| 2  | Submission of EOI and Non-Disclosure Agreement                           | July 28, 2023 |
| 3  | Opening of Data Room (The access to Data Room will be subject to         | July 31, 2023 |
|    | Submission of Non-Disclosure Agreement)                                  |               |
| 4  | Completion of Due Diligence Exercise and Closure of Data Room for        | September 7,  |
|    | Prospective Transferee who has submitted EOI                             | 2023          |
| 5  | Submission of Offer along with the Earnest Money Deposit (EMD) of        | September 7,  |
|    | 5% of offer in the form of DD/RTGS in favour of SICOM Limited            | 2023          |
|    | (before 4.00 p.m.)   |               |
| 6  | Issue of Public Auction Notice in the applicable newspaper(s) inviting   | September     |
|    | counter bids   | 14, 2023      |
| 7  | Opening of Data Room for Due-Diligence only for the Prospective          | September     |
|    | Transferee who has not participated in first round of submission of      | 14, 2023      |
|    | EOI (The access to Data Room will be subject to Submission of Non-       |               |
|    | Disclosure Agreement)  |               |
| 8  | Closure of Data Room made available only for the Prospective             | _             |
|    | Transferee who has not participated in first round of submission of      | , 2023        |
|    | EOI  |               |
| 9  | Submission of Counter Bids by the bidder who has not participated in     |               |
|    | first round along with the EMD of 5% of Offer in the form of             | 2023          |
|    | DD/RTGS in favour of SICOM Limited (before 4.00 p.m.)                    |               |
| 10 | 0  | October 6,    |
|    | with their contact details (mobile number, e-mail ids etc.) to enable us | 2023          |
|    | to issue passwords and explaining to them the procedure to bid           |               |
|    | through an e-auction portal SICOM (service by Auction Tiger) and         |               |
|    | uploading KYC documents on the e-auction portal                          |               |

| 11 | Allotment of User ID password for e-Bidding              | October<br>2023 | 10, |
|----|--|-----------------|-----|
| 12 | Conducting Public e-auction process (online)- 11.00 a.m. | October<br>2023 | 12, |

#### III. PROCESS OF SALE UNDER SWISS CHALLENGE METHOD

The sale of the NPAs is being conducted under the Swiss Challenge Method in terms of the Reserve Bank of India (Transfer of Loan Exposure) Directions, 2021 dated September 24, 2021 as may be amended from time to time ("Directions"). Please note that in the event of any discrepancy in the contents of this Bid Document and the Directions, the provisions of the RBI Directions shall prevail.

The process for sale of NPA Loan accounts would be as under:

- a. SICOM will issue an advertisement calling for an EOI in select Newspapers.
- b. Bidders interested in acquiring the NPAs, shall submit an EOI either for the entire pool of NPAs as per the List annexed hereto (Lot I,II,III, IV and V by giving account wise bid amount) or such loan accounts out of Lot I,II,III, IV and V which they are interested in acquiring. However, the loan accounts in Lot II, Lot III and Lot IV will have to be acquired as a pool and are not available on individual basis.
- c. After submission of the EOI, interested Bidders shall execute a Non-Disclosure Agreement (NDA) in the form and manner acceptable to SICOM Limited and undertake due diligence of the documents pertaining to the NPAs within the time frame set out in paragraph II above.
- d. On completion of the due-diligence, the Bidders interested in acquiring the NPA loan account(s) as per the list given in the annexure hereto shall submit their unconditional, irrevocable and binding bid ("Bid") along with signed copy of Bid Document and the Earnest Money Deposit (EMD) of 5% of the Bid amount in the form of Demand Draft /by RTGS in favour of SICOM as per the details given below. NEFT/RTGS details for deposit of EMD are given below:

| Beneficiary Name        | SICOM LTD            |
|-------------------------|----------------------|
| Beneficiary Bank Name   | HDFC Bank            |
| Beneficiary Account No. | 01020350000178       |
| Branch Address          | Shankar Nagar Branch |
| IFSC Code               | HDFC0000102          |

- e. Upon receipt of Bid(s), SICOM Limited shall then evaluate the Bid(s) so received and decide on the acceptance/rejection of the Bid(s) received.
- f. Based on the highest bid received, SICOM Ltd at its sole discretion shall decide the Base Bid for public auction.
- g. In case, if two or more Bid(s) of equal amount are received for the same set of loan account(s), then SICOM Limited at its sole discretion shall decide the bid as base Bid, on the basis of following criteria:
  - The bid of prospective transferee who has already acquired the loan(s) in the NPA account being sold will be considered as base bid.

- If two or more prospective transferees have acquired the same set of NPA loans then the bid of prospective transferee which has acquired the highest share of loan asset in terms of percentage, will be considered as base bid.
- If the two prospective transferee have already acquired the NPA loan account being sold and having equal share in the asset, then SICOM at its sole discretion shall decide the Bid as base bid.
- In case the above criterion does not hold then the bid of prospective transferee having higher Asset under Management shall be considered as base bid.
- h. The highest bidder/offeror will then be informed by SICOM regarding its/his offer being considered as base bid for public auction.
- i. The bidder/offeror, whose bid/offer is considered as base bid, shall be entitled to right of first refusal in the public auction.
- j. On acceptance of the Base Bid, SICOM Limited shall then publicly call (by issuing Public Auction Notice) for Counter Bid(s) from other Bidder(s), on comparable terms, by disclosing the essential elements of the Base Bid and also clearly specifying the minimum mark-up that would be acceptable ("Public Action Process").
- k. All other bidders who wish to participate in the public auction will have to furnish EMD of 5% of the offer price which should be over and above the minimum mark-up specified in the invitation.
- 1. If no Counter Bid exceeds the Base Bid by the minimum mark-up specified in the invitation for Counter Bids, then the Base Bid shall become the Winning Bid.
- m. If Counter Bid(s) received exceed the Base Bid by at least the minimum mark-up specified in the invitation then in that event the highest counter bid shall become the Challenger Bid.
- n. The Bidder who submitted the Base Bid would be then then invited to match the challenger bid. If the Bidder who provided the Base Bid either matches the challenger bid or bids higher than the challenger bid, such bid shall become the winning bid; else, the challenger bid shall be the winning bid.
- o. However, if the Bidder who submitted the Base Bid does not exercise the option to match the Challenger Bid, the EMD of 5% paid by such Bidder at the time of submission of bid /offer will be returned/ refunded to Bidder.
- p. SICOM will then inform/communicate the winning bidder about the acceptance/rejection of the bid.
- q. If SICOM accepts the winning bid then the winning bidder has to make the payment of sale /assignment consideration(less EMD of 5%) alongwith the execution of assignment agreement/ deed of assignment which has to be completed within a period of 30 days from the date of acceptance of offer/ bid.
- r. If the Winning Bidder whose Bid has been accepted by SICOM Limited subsequently, fails to pay the balance sale/assignment consideration as per the Public Auction Process within stipulated time as per the Public Auction Notice (time being the essence of the contract) or if the sale/assignment is not completed by reason of any default of such e Bidder, SICOM Limited shall forfeit all the moneys till then paid by that Bidder ("Defaulting Bidder") as aforesaid and put up the NPA loan account(s)

for resale/assignment in its absolute discretion and all costs, charges and expenses incurred by SICOM Limited due to such default shall be borne and paid by the Defaulting Bidder who shall also be bound to make good any deficiency arising on such resale by SICOM Limited and the Defaulting Bidder shall not be entitled to make any claim in respect of any amount in the event of the NPA loan accounts on resale realizing a higher price than that offered by the Defaulting Bidder.

#### IV. IMPORTANT TERMS AND CONDITIONS

- 1. The sale of Non-Performing Assets is on 'As is where is & as is what is' basis and without recourse to SICOM Limited and under the Swiss Challenge Method in terms of RBI Master Directions dated September 24, 2021, as amended from time to time.
- 2. The sale of the NPA accounts will be considered only on an upfront cash basis and the highest such bid received pursuant to the process described under Clause III above shall be considered as the successful bid.
- 3. The submission of the Bid by a Bidder shall be deemed to constitute unconditional acceptance of all the terms and conditions of this BD, as may be amended by SICOM Limited in its sole discretion from time to time, by the Bidder.
- 4. Please note that the Bid submitted by the Bidder shall be deemed to be an irrevocable Bid, binding on the Bidder.
- 5. The Bidder shall submit the Bid alongwith an EMD of 5% of offer/bid for the entire portfolio or individual NPA loan account as per the list given in the Annexure A.
- 6. SICOM as it deems fit reserves the right to exclude any NPA account/s from the given list in the Annexure hereto at any point of time during the entire process as per the timelines given above and sell the same on individual basis.
- 7. An EOI shall remain valid for a period of 90 days from the date of submission of EOI. However, SICOM Limited may seek extension of the validity for such period as may be determined by SICOM Limited at its discretion. SICOM Limited reserves the right to reject any Bid without assigning any reason thereof.
- 9. The Bidder should submit all corporate authorizations for undertaking the purchase of the NPAs, including a Resolution of the Board of Directors/ Power of Attorney (POA) duly supported by the Board Resolution authorizing the signatories of the Bid.
- 10. Bidders are expected to submit their Bid with independent study and assessment in respect of the NPA accounts and value thereof before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that the Bidders have conducted their

own independent due diligence at their own costs including verifying various legal proceedings, have sought legal and financial / tax advice, as well as have ascertained the disclosed liabilities and other than those in the knowledge of SICOM, encumbrances and any other dues/demands from concerned authorities or stakeholders to their satisfaction before submitting the Bid. Any Bid made shall be deemed to have been submitted after complete satisfaction of Bidders thereto and / or all claims there against and due and proper inspection.

11. The Bid should be made on the basis of the terms of the Bid Document (BD) as circulated to Bidders without prejudice to SICOM Limited's right to make any amendments to the BD from time to time.

# 12. Conditional & Contingent Bids shall be liable to be disqualified by SICOM Limited.

- 13. The prospective buyer shall agree to take all the risks and responsibilities in respect of various agreements with the underlying obligors and obligations/ contracts / liabilities undertaken by SICOM Limited on behalf of the obligors now due or that may become due in future.
- 14. Any claim of the obligor after the sale of assets shall be dealt with by the successful bidder ("Successful Bidder").
- 15. The Successful Bidder shall take over the existing security (es) offered by the obligors or held by SICOM Limited.
- 16. All costs, expenses and liabilities incurred by each Bidder in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Bid, including fees and disbursements of its own advisors, if any, shall be borne and paid by such Bidder, whether the Bid submitted by a Bidder is accepted or rejected for any reason and SICOM Limited does not assume any liability whatsoever in this connection.
- 17. Any discussions or any clarifications, information sought or divulged with respect to the Bid will not constitute an invitation or commitment by SICOM Limited to enter into any agreement, undertaking or covenant with the Bidder nor shall SICOM Limited be liable to consummate or deal with any Participant on the basis of such discussion, negotiation, information.
- 18. The Bidder is required to and must exercise utmost good faith, due care and diligence in preparation and submission of the Bid and must ensure that all information provided therein is accurate and complete.

- 19. It should however be noted that SICOM Limited does not make any representations as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and statutory dues in respect of the NPA accounts. The Bidders should do their own due-diligence to verify the same. SICOM Limited does not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of the NPA accounts. The Bidders should not limit or restrict their due-diligence to the documents for assessing the complete risk or even for evaluating the NPA accounts.
- 20. SICOM Limited may, at its sole discretion and from time to time, add, amend, vary, modify, delete, any of the conditions of BD as may be deemed necessary in the light of the facts and circumstances and also issue one or more Addenda, Corrigendum as required without giving any reasons thereto.
- 21. SICOM Limited may, at any time and for any reason, without giving any reason thereof, change/extend the deadlines/time-lines outlined in this Bid document.
- 22. SICOM reserves the sole right not to go ahead with the proposed sale of the NPAs at any stage, irrespective of whether Base Bids or counter bids have been received or whether a Successful Bidder has been declared, without assigning any reason, subject to the extant RBI guidelines. The decision of SICOM Limited in this regard shall be final and binding.
- 23. The Successful Bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the purpose of purchase of the NPAs, including incurring of any costs, charges and expenses and payment of fees and duties (including the adjudication, stamp duty and registration fee and other similar levy payable and whether payable in one or more states or jurisdictions), statutory and otherwise well before time.
- 24. Sale of the NPAs to the Successful Bidder shall be effected by execution of Assignment Agreement(s) in favour of the Successful Bidder, only upon receipt and realization from the Successful Bidder of the entire purchase consideration. Submission of the Bid shall be construed as unconditional acceptance of the same. Please note there shall be no deliberations, negotiation on the draft of the assignment agreement and related documents (collectively, "Assignment Agreements") and the drafts are not subject to discussion and modifications, except where the nature of transaction requires change(s) in the draft.
- 25. As from the date of execution of the Assignment Agreements as aforesaid in favour of the Successful Bidder/Assignee, all the rights and corresponding duties and obligations of SICOM Limited in respect of the subject NPA case/s shall vest with the Successful Bidder/Assignee. Accordingly, SICOM Limited shall not continue attending/pursuing/defending the legal cases which have been/may be filed before

- any civil court/Tribunals/High court/Supreme Court/NCLT/NCLAT in relation to the NPA account/s assigned. It shall be the sole duty of Successful Bidder/Assignee to take steps for impleading themselves in all such proceedings.
- 26. It is clarified that if any payments are received by SICOM Limited in respect of a NPA sold under this BD after the cut-off date being the date of acceptance of the winning bid ("Cut-off Date"), shall be held by SICOM Limited in its account for the benefit of the Successful Bidder in respect of such NPA, and upon execution of the related Assignment Agreements, SICOM Limited shall transfer such amounts in the designated account of the Successful Bidder/Assignee.
- 27. All the documents that the Successful Bidder/Assignee has to collect from SICOM Limited under the terms of the Assignment Agreements and will be held at the registered office of SICOM Limited at Mumbai until collected by the Successful Bidder/Assignee during normal office hours on or after the execution of Assignment Agreements and at any date within 45 days of the execution of Assignment Agreements. It should be noted that it shall be the sole responsibility of the Successful Bidder/Assignee, at its own cost and expense, to collect the aforesaid documents from the registered office of SICOM Limited at Mumbai.
- 28. No credit lying with the SICOM Limited in respect of the NPAs sold and assigned to the Successful Bidder/Assignee received prior to the Cut-off Date for any purpose shall be available for assignment including amounts kept in No Lien Account.
- 29. SICOM Limited reserves its right to cancel/postpone the aforesaid process for the sale and purchase of the NPAs at any stage before final confirmation and in that event, in its absolute discretion, to follow a different method for sale/transfer of the NPAs which may not be mentioned above, subject to applicable law. Upon such action, SICOM Limited's decision in this behalf shall be final and binding on all the Bidders.
- 30. SICOM Limited reserves the right to add or delete NPA accounts set out in the annexure hereto or modify the composition of the Financial Assets Portfolio/Tranches or the single accounts in respect of the NPAs being offered for sale and the sale structure at any stage without assigning any reason. Upon such action, SICOM Limited's decision in this behalf shall be final and binding on all the Bidders.
- 31. SICOM Limited reserves the right to accept/reject any Bid without assigning any reasons at its sole discretion. The decision of SICOM Limited in this regard shall be final and conclusive and binding on such Bidder(s).

- 34. If by the terms of this BD, any act would be required to be performed on or within a period ending on a day, which is not a Working Day, then it shall be performed, on or by the immediately succeeding Working Day.
- 35. The Bidders shall not be entitled to withdraw or cancel a Bid once submitted. SICOM Limited reserves the right to negotiate any term of the BD as it may deem appropriate.
- 36. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this BD or, in respect of interpretation of any clause of this BD or, this BD as a whole or, in respect of sequence of events mentioned therein, the decision of the Managing Director of SICOM Limited, shall be final and binding on all the Bidders / parties concerned.
- 37. Disputes, if any, arising between the parties in relation to this BD shall be settled by way of mutual discussion and in case an amicable settlement is not reached, shall be subject to jurisdiction of courts situated at Mumbai, and governed in accordance with the laws of India.
- 38. Bidder to give a notorised affidavit that they are in no way connected to or acting on behalf of or in concert or on behalf of the promoters, promoters family, etc as per section 29A and other provisions in terms of Insolvency and bankruptcy Code, 2016 and any further amendment thereon
- 39. Bidders should submit that there is no any pending investigation that has been initiated by any Central/ State Government law enforcement agencies against the ARC/ Bank / FI and its Directors.
- 40. The following persons cannot purchase the NPAs:
- Any individuals/firms/companies not authorized by RBI to acquire Financial Assets from the Banks/NBFCs.
- Board members and employees of SICOM Limited
- Shareholders (other than Banks, Financial Institutions and Financial Institutional Investors) holding more than 2% of SICOM Limited and their respective Board members and employees who have been actively employed within 5 years of the Bid Deadline)
- Spouses and up to second degree (inclusive) relatives by consanguinity or affinity, as defined by law, of the above mentioned person
- Borrowers

| 0      | Legal entities in which the above – mentioned persons/entities jointly or individually hold more than 10% stake  |
|--------|--|
| 0      | Where an investigation has been initiated by any Central/ State Government law enforcement agencies and is pending against the ARC/ bank/ FI and its Directors |
| In acc | eptance:   |
| Signat | ture and Seal of the Bidder  |
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### <u>'ANNEXURE - A'</u> All account details as on 31st May 2023

### <u>List of NPA Loan Account for Sale - Lot I</u>

(Rs. in crs)

| Sr<br>No | Name of the<br>Company                         | Princi<br>pal | Interest | Security description  |
|----------|--|---------------|----------|---|
| 1        | ASTER SILICATES<br>LTD - SICOM<br>Exposure     | 61.15         | 515.88   | Liquidator has sold the security of land building plant and machinery. Residential property situated at Flat no. C-503 (adm 1948 sq.ft) belonging to Mahesh Maheshwari & Flat no.C-504 (adm 1948 sq.ft) in the name of Namrata Maheshwari at Sanskar Flats, Behind Shelby Hospital, opp. Karnavati Club, S G Highway, Ahmedabad   |
| 2        | AAP MINERVA<br>BUILTCON LTD.                   | 80.00         | 878.53   | Exclusive first charge by way of mortgage on land admeasuring 427.26 sq.mtrs together with building along with tenants thereon of "Mistry Building" (G+4) bearing CTS No. 43 of Tardeo Division, situated at, Naushir Bharucha Marg (Slater Road), Opp. Grant Road Railway Station, Mumbai - 400 007  |
| 3        | AMAR REMEDIES<br>LTD                           | 24.97         | 49.03    | Exclusive charge on 10 acres Agricultural Land at Karjat (Third party security)   |
| 4        | KEMROCK<br>AGRITECH PVT LTD                    | 18.51         | 101.24   | First Charge by way mortgage and hypothecation on the entire fixed and movable assets viz. land, building plant and machinery at Village Asoj, Vadodara – Halol Express Way, Tal. Waghodia, Dist. Vadodara – 391 510, Gujrat belonging to KAPL; 75540 Sq. mtrs and Building -1363 Sq. mtrs.   |
| 5        | DIAMOND POWER<br>TRANSFORMERS<br>LIMITED       | 31.00         | 88.77    | Exclusive first charge by way of Legal mortgage on following properties:  1) N.A. Land admeasuring 15941 sq mtr located at Survey No. 144K, Village Haripura, Taluka Salvi, Dist. Vadodara. The land is in the name of group company viz. Diamond Projects Ltd.  2) Ground Floor & First Floor, admeasuring 6779 sq.ft. and 8429 sq.ft. respectively, owned by the company viz. Mayfair Spaces Private Limited (formerly known as Diamond Power Infrastructure Development Company Private Ltd. (DPIDCPL)), situated at Mayfair Atrium, Opp. Transpek Silox, Vadsar – Kalali Road, Atladra, Vadodara bearing survey no. 663/BP. |
| 6        | GUJARAT NRE<br>MINERAL<br>RESOURCES<br>LIMITED | 29.75         | 122.89   | Land admeasuring 14 acres 28 gunthas bearing Revenue Survey Nos. 220, 221, 222/1, 222/2, 222/3 situated at Sothern Sim of Village Lunva, Taluka – Bachua, District – Kutch, Gujarat. No of Shares - Guj NRE 44199753 Guj NRE DVR – 6449047 Shares are delisted.   |

| 7  | JUPITER BIOSCIENCE<br>LIMITED       | 21.23  | 146.26 | Exclusive first charge by way of mortgage: 1. Land adm 50.82 acres at Survey No 52,53,34,,48,49, 57, 58 Village Peddagolconda, Shamshabad Mandal, Dist Rangareddy, Bahadurguda 2. Survey No. 17/1/AA, admeasuring 20235 sq mtrs together at NH 9 highway, piglipur village, Batasingram nagar, Hyath Nagar Mandal, RR Dist, Telangana  |
|----|-------------------------------------|--------|--------|--|
| 8  | MAVEN INDUSTRIES<br>LTD             | 18.46  | 121.50 | Exclusive first charge by way of mortgage on 8289 sq. mtrs of land owned by Maven Infrastructure Pvt. Ltd. at Somalwada, Nagpur  |
| 9  | MVL LIMITED                         | 39.98  | 190.00 | Exclusive first charge on Entire 1st floor of MVL I Park admeasuring carpet area of 15991.868 sq ft., Sector 15(ii), near 32nd mile stone, situated in Revenue village Silokhara, Tehsil & Dist. Gurgaon, Haryana.   |
| 10 | TUNIP AGRO LIMITED - SICOM Exposure | 125.00 | 502.16 | 1. Exclusive charge by way of Legal Mortgage on the entire fixed assets i.e. present and future assets such as Building, Movable Machinery, Spares, Tools and Accessories, Electrical and other Installation, Furniture, Fixtures, Fitting, Vehicles, Office Equipments, etc of Tunip Lanka Pvt Ltd (TLPL)— a wholly owned subsidiary of Tunip Agro Ltd and all other assets belonging to Tunip Lanka Pvt Ltd situated at No.24, Ring Road 01, Spur Road 3, Export Processing Zone, Katunayake, Sri Lanka—114502. Hypothecation of Movable Current Assets i.e. Stock, Debtors, etc. of Tunip Agro Ltd both present and future. 3. Pledge and Hypothecation of the "ONJUS" Brand owned by Tunip Agro Ltd. 4. Pledge of 40.54% equity stake of the promoters in Tunip Agro Ltd.5. Pledge of Shares—100% stake of Tunip Agro Ltd in Tunip Lanka Pvt Ltd (shares in paper form—not in Demat) |
| 11 | Marg Ltd                            | 29.48  | 67.39  | First exclusive Charge on;  1. Land admeasuring 0.49 acres, Pallikarnai Village, Sholinganallur Taluka, Kancheepuram Dist.TN  2. Land admeasuring 57.37 acres at Kodur Village, Cheyyur Taluka, Kancheepuram Dist.TN  3. Land admeasuring 23.64 acres at Perumbakam Village, Cheyyur Kancheepuram Dist.TN  4. Residential 18 nos. Flats at Navratna- Phase I, Marg Swaranbhoomi SEZ, Vellur Village, Cheyyur Tehsil, Kancheepuram Dist. TN   |
| 12 | Baroda Extrusion Ltd                | 39.73  | 85.38  | Exclusive first charge on following a) Office premises being flat no. 102, Pavan Flats , Anandnagar Co-operative Society Limited , Jetalpur Road, Vododara, Gujarat. Adm 1450 sq ft  |

| Tota  | otal (A) 519.26 | 5 2869.0 | Survey No, 65 & 66, admeasuring 12724 sq<br>mtrs at Village Garadiya, Jarod-Samlaya Road,<br>Taluka Savli, District Vadodara, Gujarat 391<br>520. |
|-------|-----------------|----------|---|
| I ota |                 |          |   |

# <u>List of Loan account (Pool) - Lot II</u>

| 13 | MYON PHARMA     | 5.00  | 20.69  | First pari pasu charge on                        |
|----|-----------------|-------|--------|--|
|    | LIMITED         |       |        | i. Land adm 51,109 sq.ft. at Village Gram        |
|    | MOLEKULE        | 19.44 | 94.16  | Pipalya, Tehsil Sanwer, District Indore          |
|    | (INDIA)PVT. LTD |       |        | alongwith R & D block i.e. Ground plus two       |
|    | PLETHICO        | 21.70 | 35.73  | storied building thereon adm approx 18,000       |
|    | PHARMACEUTICAL  |       |        | sq.ft and plant & machinery therein situated in  |
|    | S LIMITED       |       |        | the Registration District and Sub-District of    |
|    |                 |       |        | Indore   |
|    |                 |       |        | ii. Land bearing Survey Nos.823/2, 823/4 &       |
|    |                 |       |        | 823/6 at Village Dharawara, Tensil Depalpur,     |
|    |                 |       |        | Dist.Indore.                                     |
|    |                 |       |        | iii. Pledge of 88,50,000 shares of Plethico      |
|    |                 |       |        | Pharmaceuticals Ltd. Presently available         |
|    |                 |       |        | shares are 58,06,367.(shares have been delisted) |
|    |                 |       |        | iv. Personal Guarantee of Mr. Shashikant Patel.  |
|    | Total (B)       | 46.14 | 150.58 |  |

### List of Loan account (Pool) - Lot III

| 14 | KAMLA LANDMARC  | 10.10 | 112.35 | First Charge by way of mortgage on                 |
|----|-----------------|-------|--------|--|
|    | CONSTRUCTION    |       |        | Unit No. 704 admeasuring 2975 sq. ft. on the       |
|    | PVT LTD         |       |        | seventh floor in the building known as             |
|    |                 |       |        | "Brahans Business Park" situated at Mulgaon,       |
|    |                 |       |        | Mahakali Caves Road, Andheri (East) being          |
|    |                 |       |        | Plot No. 16(A) of TPLO Scheme of 1457 of 2-5-      |
|    |                 |       |        | 21964 and 7-8-1968 forming a part of the           |
|    |                 |       |        | survey no. 88, Hissa no. 1, C.S. No. 46(Part)      |
|    |                 |       |        | along with all the appurtenance thereto.           |
|    | KAMLA LANDMARC  | 50.00 | 238.29 | KAMLA ENCLAVE:Exclusive first charge on            |
|    | PROPERTIES PVT. |       |        | entire commercial premises (except 1 unit) at      |
|    | LTD.            |       |        | Kamla Enclave (Atlas), Survey No: CTS No           |
|    |                 |       |        | 46/5, Plot no 17 A, at Mahal Industrial Estate,    |
|    |                 |       |        | Village Mulgaon, Mahakali caves Road,              |
|    |                 |       |        | Mumbai. Built up area of of 12 units is 73,089     |
|    |                 |       |        | sq.ft.)** Pari passu with other loan facilities to |
|    |                 |       |        | Kamla Group - Kamla Landmark                       |

|                                     |       |        | Construction Limited and Kamla Real estate hub pvt ltd  |
|-------------------------------------|-------|--------|---|
| KAMLA REAL<br>ESTATE HUB PVT<br>LTD | 27.65 | 165.59 | Exclusive first charge on commercial premises at Kamla Spaces, S V Road, Plot no 1, Santacruz TPS No 2, Opposite National Hotel, Santacruz (W)  ** Pari passu with other loan facilities to Kamla Group - Kamla Landmark properties and Kamla landmarc constructions Limited (Through liquidator) |
| Total (C)                           | 87.75 | 516.23 |   |

## <u>List of Loan account (Pool) - Lot IV</u>

|    |                 |       |        | admeasuring 16 acres                             |
|----|-----------------|-------|--------|--|
|    | FINANCE PVT LTD |       |        | Bahadurgarh, Dist Jhajjar, Haryana               |
|    | INVESTMENT &    |       |        | Village Sankhol and Kasar at Tehsil              |
|    | HI POINT        | 33.95 | 301.08 | Exclusive first charge on open plots of lands at |
|    | LTD             |       |        |  |
|    | ADEL LANDMARKS  | 45.80 | 266.05 |  |
|    | DEVELOPERS LTD  |       |        | Limited and Adel Landmarks                       |
|    | ERA HOUSING &   | 5.90  | 32.76  | charge with loan facilities to Era Housing       |
|    |                 |       |        | *Above charge is ranking pari passu first        |
|    |                 |       |        | Palwal, Haryana having 803 constructed units     |
|    |                 |       |        | structures i.e Residential Housing Project at    |
|    | ENGINEERING LTD |       |        | land admeasuring 17.22 acres along with          |
| 15 | ERA INFRA       | 49.89 | 270.07 | 1) Exclusive first charge by way of mortgage of  |

### List of Loan account (Pool) - Lot V

|    | or Louis account (1 001)       |       |        |   |
|----|--------------------------------|-------|--------|---|
| 16 | ABG SHIPYARD<br>LIMITED        | 86.59 | 602.13 | Unsecured. We have sold the security.   |
| 17 | ALOK INDUSTRIES<br>LTD         | 54.47 | 160.06 | Unsecured. We have sold the security.   |
| 18 | AQUA LOGISTICS                 | 29.83 | 173.87 | Pledge of 6,06,18,777 shares of the company (Delisted), Personal guarantee of promoters Mr Rajesh & Harish Uchil                                      |
| 19 | BHARATI SHIPYARD<br>LTD        | 42.62 | 189.09 | Hypothecation and escrow of Shipping subsidy receivables from Ministry of Shipping Subservient charge on the current and fixed assets PG of promoters |
| 20 | BODHISATTVA<br>ESTATES PVT LTD | 0.00  | 52.23  | Unsecured. We have sold the security.   |

| 21 | BUL MSK<br>INFRASTRUCTURE<br>PVT. LTD       | 14.00 | 96.38  | Unsecured. We have sold the security.  |
|----|---|-------|--------|--|
| 22 | MW UNITEXX LTD                              | 6.75  | 292.31 | Unsecured. We have sold the security.  |
| 23 | EDUSMART<br>SERVICES PVT. LTD.              | 12.74 | 40.74  | Receivables (SICOM share is 9%)  |
| 24 | HANUNG TOYS & TEXTILES LIMITED              | 15.00 | 76.27  | Escrow of Technology Upgradation Fund (TUFS) subsidy from Ministry of Textile and Export Incentives. Personal Guarantee of Ashok Bansal and Anju Bansal. |
| 25 | KALANI<br>INDUSTRIES PVT<br>LTD             | 11.07 | 101.84 | Unsecured. We have sold the security.  |
| 26 | NANDED TREASURE<br>BAZAAR                   | 25.69 | 365.72 | We have sold the mall property at Nanded<br>Corporate Guarantee of Entertainment World   |
| 27 | TREASURE WORLD<br>DEVELOPERS PVT.<br>LTD    | 11.73 | 142.57 | Developers Pvt Ltd.<br>Personal Guarantee of Shri Manish Kalani  |
| 28 | UJJAIN TREASURE<br>BAZAAR PVT LTD.          | 7.43  | 2.57   | Personal Guarantee of Shri Manish Kalani.<br>We have sold the security and the account is<br>unsecured.  |
| 29 | MAYFAIR CAPITAL<br>PRIVATE LIMITED          | 0.00  | 3.93   | Unsecured  |
| 30 | NANDLAL<br>ENTERPRISES<br>LIMITED           | 19.96 | 183.80 | Pledge of shares of Murli Industries Limited (delisted)  |
| 31 | PARADYNE<br>INFOSERVICES PVT<br>LTD         | 39.44 | 288.51 | Pledge of 27,68,216 shares of Glodyne<br>Technoserve Ltd (Delisted), Personal<br>guarantee of promoters Mr Annand & Mrs<br>Divvyani Sarnaaik. Unsecured. |
| 32 | PAREKH ALUMINEX<br>LTD.                     | 25.00 | 201.13 | Subservient charge on fixed and current assets   |
| 33 | RAJ OIL MILLS LTD.                          | 9.86  | 21.82  | Unsecured  |
| 34 | SHREE GANESH<br>JEWELLERY HOUSE<br>(I) LTD  | 59.76 | 261.20 | Pari passu charge on current assets  |
| 35 | UNITECH LTD                                 | 4.28  | 31.02  | Unsecured  |
| 36 | VARUN INDUSTRIES<br>LTD                     | 10.00 | 79.14  | (Delisted), Personal guarantee of Shri Kiran<br>Mehta. Unsecured.  |
| 37 | IOCL-YASHRAJ &<br>OTHERS                    | 18.80 | 38.73  | Pledge of shares of Vaas Infra Ltdshares sold<br>Personal Guarantee of Shri Jayesh Valia   |
| 38 | TARUN SHIPPING<br>AND INDUSTRIES<br>LIMITED | 30.31 | 102.07 | We have sold the flat at Napean Sea Road<br>Personal Guarantee of Shri Yudhistir Khatau.<br>Unsecured.   |
| 39 | SHREE DHOOT<br>TRADING &<br>AGENCIES LTD    | 8.12  | 16.82  | Pledge of shares of Videocon Industries.<br>Unsecured  |
| 40 | RAJAT<br>PHARMACHEM                         | 17.86 | 39.36  | Unsecured  |
| 41 | HIRAN ORGOCHEM                              | 1.61  | 92.02  | We have sold the mortgaged flat, and   |

|    | LTD             |        |         | currently the account is unsecured |
|----|-----------------|--------|---------|------------------------------------|
| 42 | A2Z INFRA       | 25.92  | 232.19  | Unsecured                          |
|    | ENGINEERING LTD |        |         |                                    |
| 43 | TANSTROY        | 0.00   | 16.43   | Unsecured                          |
| 44 | BEML            | 2.90   | 7.47    | Unsecured                          |
| 45 | JAIN INFRA      | 0.00   | 52.01   | Unsecured                          |
|    | PROJECTS        |        |         |                                    |
| 46 | BHUSHAN FINANCE | 33.37  | 117.40  | Unsecured                          |
|    | PVT. LIMITED    |        |         |                                    |
| 47 | TANAYA JEMS     | 3.88   | 9.13    | Unsecured                          |
|    | TOTAL-          | 628.99 | 4089.96 |                                    |
|    | UNSECURED (E)   |        |         |                                    |