

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

February 2024

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 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:-

No	Particulars	Proposed Date	Revised Date
1	Issue of Advertisement for inviting Expression of Interest for the purchase of the NPAs ("EOI")	-	-
2	Submission of EOI and Non-Disclosure Agreement	-	-
3	Opening of Data Room (The access to Data Room will be subject to Submission of Non-Disclosure Agreement)	-	-
4	Completion of Due Diligence Exercise and Closure of Data Room for Prospective Transferee who has submitted EOI	-	-
5	Submission of Offer along with the Earnest Money Deposit (EMD) of 1% of offer in the form of DD/RTGS in favour of SICOM Limited (before 4.00 P.M.)	Jan 19, 2024	Feb 27, 2024
6	Issue of Public Auction Notice in the applicable newspaper(s) inviting counter bids	Jan 25, 2024	Mar 05, 2024

7	Opening of Data Room for Due-Diligence only for the Prospective Transferee who has not participated in first round of submission of EOI (The access to Data Room will be subject to Submission of Non-Disclosure Agreement)	Jan 25, 2024	Mar 05, 2024
8	Closure of Data Room made available only for the Prospective Transferee who has not participated in first round of submission of EOI	Feb 08, 2024	Mar 19, 2024
9	Submission of Counter Bids by the bidder who has not participated in first round along with the EMD of 1% of Offer in the form of DD/RTGS in favour of SICOM Limited (before 4.00 P.M.)	Feb 15, 2024	Mar 26, 2024
10	Informing names of the Authorised Official(s) of the Bidders along with their contact details (mobile number, e-mail ids etc.) to enable us 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	Feb 19, 2024	Mar 27, 2024
11	Allotment of User ID password for e-Bidding	Feb 21, 2024	Mar 28, 2024
12	Conducting Public e-auction process (online)- 11.00 A.M.	Feb 26, 2024	Apr 01, 2024

*The timeline dates may get extended by 15 days or further period thereafter for the loan accounts for which no offers are received and same shall remain uploaded on our website. The loan accounts for which offers are received shall be removed from the loan accounts. The interested parties may refer to our Bid document uploaded on our website for the loan accounts available for sale.

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 the Bid/EOI as under for the loan accounts given in the Annexure A(Lot I, II, III, and Lot V) annexed to this Bid document:

- i. Bidder should submit the Bid/EOI for an individual loan accounts from Lot I (Secured) or Lot V (Unsecured) in which they are interested in acquiring.
- ii. Bidder may submit the Bid/EOI for composite Lot I (Secured) and/ or Lot V (Unsecured).
- iii. Bidder may submit the Bid/EOI for entire loan accounts from Lot I to V however the bidder will have to give the bid amount account wise.
- iv. For the loan accounts in Lot II or Lot III, the bidders will have to submit Bid/EOI as a pool for each of the lots and the accounts from these lots are not available on individual loan accounts 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 1% 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, Nagpur
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 1% 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 1% 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 1%) along with 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.
- 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 1% 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. 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
- o Borrowers
- Legal entities in which the above mentioned persons/entities jointly or individually hold more than 10% stake

In acceptance:

Signature and Seal of the Bidder

'ANNEXURE – A'

Bidders interested in acquiring the NPAs, shall submit the Bid/EOI as under for the loan accounts given in Lot I, II, III, and Lot V:

- i. Bidder should submit the Bid/EOI for an individual loan accounts from Lot I (Secured) or Lot V (Unsecured) in which they are interested in acquiring.
- ii. Bidder may submit the Bid/EOI for composite Lot I (Secured) and/ or Lot V (Unsecured).
- iii. Bidder may submit the Bid/EOI for entire loan accounts from Lot I to V however the bidder will have to give the bid amount account wise.
- iv. For the loan accounts in Lot II or Lot III or, the bidders will have to submit Bid/EOI as a pool for each of the lots and the accounts from these lots are not available on individual loan accounts basis.

All account details as on 31st January 2024

List of NPA Loan Account for Sale - Lot I

(Rs. in crs)

Sr No	Name of the Company	Principal	Interest	Security description
1	Aster Silicates Ltd - SICOM Exposure	61.15	624.62	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 Builtcon Ltd.	80.00	1036.91	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 Ltd	24.97	52.34	Exclusive charge on 10 acres Agricultural Land at Karjat (Third party security)
4	Diamond Power Transformers Ltd	31.00	104.93	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.
5	Gujarat NRE Mineral Resources Ltd	29.76	142.47	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.
6	Jupiter Bioscience Ltd	19.23	163.87	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,

7	Maven Industries Ltd MVL Ltd	18.46 39.98	128.49 223.62	 piglipur village, Batasingram nagar, Hyath Nagar Mandal, RR Dist, Telangana Exclusive first charge by way of mortgage on 8289 sq. mtrs of land owned by Maven Infrastructure Pvt. Ltd. at Somalwada, Nagpur 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.
9	Tunip Agro Ltd - SICOM Exposure	125.00	591.47	 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

10	Marg Ltd	29.48	71.45	 Pvt Ltd (shares in paper form – not in Demat) 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
	Total Secured (A)	459.03	3140.17	

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

	Myon Pharma Ltd	5.00	24.20	First pari pasu charge on i. Land adm 51,109 sq.ft. at Village Gram Pipalya, Tehsil Sanwer, District Indore
	Molekule (India) Pvt. Ltd	19.45	109.69	alongwith R & D block i.e. Ground plus two storied building thereon adm approx
12	Plethico Pharmaceuticals Ltd	21.70	38.54	18,000 sq.ft and plant & machinery therein situated in 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)	46.15	172.43	

List of Loan account (Pool) - Lot III

				704 admeasuring 2975 sq. ft. on the
				seventh floor in the building known as
				"Brahans Business Park" situated at
	Kamla Landmarc Construction Pvt Ltd	10.10	131.41	Mulgaon, Mahakali Caves Road, Andheri
	construction i ve Eta			(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
	Kamla Landmarc		283.17	appurtenance thereto.
				KAMLA ENCLAVE: Exclusive first charge
		50.00		on entire commercial premises (except 1
				unit) at Kamla Enclave (Atlas), Survey No:
13				CTS No 46/5, Plot no 17 A, at Mahal
				Industrial Estate, Village Mulgaon,
	Properties Pvt. Ltd.			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
				Ltd and Kamla Real Estate Hub Pvt Ltd
				Exclusive first charge on commercial
				premises at Kamla Spaces, S V Road, Plot
				no 1, Santacruz TPS No 2, Opposite
	Kamla Real Estate	27.65	195.67	National Hotel, Santacruz (W)
	Hub Pvt Ltd	27.65	195.07	** Pari passu with other loan facilities to
				Kamla Group - Kamla Landmark
				properties and Kamla landmarc
				constructions Ltd (Through liquidator)
	Total (C)	87.75	610.25	

List of Loan account (Pool) - Lot V

14	ABG Shipyard Ltd	86.59	708.03	Unsecured. We have sold the security.
14		00.09	700.03	Pledge of 6,06,18,777 shares of the
15	Aqua Logistics	29.83	200.58	company (Delisted), Personal guarantee of promoters Mr Rajesh & Harish Uchil
16	Bharati Shipyard Ltd	42.37	219.02	Hypothecation and escrow of Shipping subsidy receivables from Ministry of Shipping Subservient charge on the current and fixed assets PG of promoters
17	Bodhisattva Estates Pvt Ltd	0.00	60.66	Unsecured. We have sold the security.
18	Bul Msk Infrastructure Pvt. Ltd	13.99	112.72	Unsecured. We have sold the security.
19	Mw Unitexx Ltd	6.75	336.03	Unsecured. We have sold the security.
20	Edusmart Services Pvt. Ltd.	10.19	47.92	Receivables (SICOM share is 9%)
21	Hanung Toys & Textiles Ltd	15.00	87.90	Escrow of Technology Upgradation Fund (TUFS) subsidy from Ministry of Textile and Export Incentives. Personal Guarantee of Ashok Bansal and Anju Bansal.
22	Kalani Industries Pvt Ltd	11.07	118.56	Unsecured. We have sold the security.
23	Nanded Treasure Bazaar	25.69	426.99	We have sold the mall property at Nanded Corporate Guarantee of Entertainment
24	Treasure World Developers Pvt. Ltd	11.73	164.83	World Developers Pvt Ltd. Personal Guarantee of Shri Manish Kalani
25	Ujjain Treasure Bazaar Pvt Ltd.	7.43	2.57	Personal Guarantee of Shri Manish Kalani. We have sold the security and the account is unsecured.
26	Mayfair Capital Pvt Ltd	0.00	4.57	Unsecured
27	Nandlal Enterprises Ltd	19.96	213.20	Pledge of shares of Murli Industries Ltd (delisted)
28	Paradyne Infoservices Pvt Ltd	39.44	334.06	Pledge of 27,68,216 shares of Glodyne Technoserve Ltd (Delisted), Personal

				guarantee of promoters Mr Annand & Mrs
				Divvyani Sarnaaik. Unsecured.
29	Parekh Aluminex	25.00	235.47	Subservient charge on fixed and current
	Ltd.			assets
30	Raj Oil Mills Ltd.	9.86	23.09	Unsecured
	Shree Ganesh		2 .2 2 .20	Pari passu charge on current assets
31	Jewellery House (I) Ltd	59.75	302.09	i an passu charge on current assets
32	Unitech Ltd	4.28	31.62	Unsecured
				Pledge of 8,50,000 shares of the company
33	Varun Industries Ltd	10.00	92.33	(Delisted), Personal guarantee of Shri
				Kiran Mehta. Unsecured.
				Pledge of shares of Vaas Infra Ltdshares
34	IOCL-Yashraj & Others	18.80	41.19	sold
	Oulers			Personal Guarantee of Shri Jayesh Valia
				We have sold the flat at Napean Sea Road
35	Tarun Shipping And Industries Ltd	30.31	121.18	Personal Guarantee of Shri Yudhistir
				Khatau. Unsecured.
				Pledge of shares of Videocon Industries.
36	Shree Dhoot Trading & Agencies Ltd	8.12	20.18	Unsecured
	& Agencies Liu			
37	Rajat Pharmachem	17.86	41.19	Unsecured
20		1.(1	100.00	We have sold the mortgaged flat, and
38	Hiran Orgochem Ltd	1.61	106.06	currently the account is unsecured
39	Tanstroy	0.00	18.49	Unsecured
40	BEML	2.89	7.84	Unsecured
41	Jain Infra Projects	0.00	58.86	Unsecured
42	Bhushan Finance Pvt. Ltd	33.36	136.88	Unsecured
43	Tanaaya Gems & Jewellery Exports	3.88	9.54	Unsecured
	Ltd.			
	TOTAL- UNSECURED (E)	545.76	4283.65	