

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

January 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 Bid Document (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 is given below, which may be taken note of and adhered to since no further extension will be made in the schedule:-

Sr.	Particulars	Proposed Date	Revised Date
No.		_	
1	Issue of Advt for EOI	-	-
2	Submission of Expression of Interest in the	-	-
	account(s)		
3	Submission of Non-Disclosure Agreement (if not	-	-
	already executed) & Opening of Data Room		
4	Completion of Due Diligence Exercise (Data	-	-
	Room)		
5	Submission of Offer alongwith the EMD of 5% of	March 14,2024	March 29,2024
	offer in the form of DD/RTGS in the favour of		
	SICOM LIMITED( before 4.00 P.M)		
6	Issue of Public Auction Notice in newspaper	March 18,2024	April 02,2024
	giving 1 month notice		
7	Informing names of the Authorised Official(s)	March 29,2024	April 12 ,2024
	along with their contact details (mobile number, e-		
	mail ids etc.) to enable us to issue passwords and		
	explaining them the procedure to bid through e-		
	auction portal of the bank and uploading KYC		
	documents in e-auction portal		
8	Allotment of User ID password for e-Bidding	April 01,2024	April 16,2024
9	Conducting Public e-auction process (online)	April 02,2024	April 17,2024

\*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 VI ,Lot VII & Lot VIII) annexed to this Bid document:

Bidder should submit the Bid/EOI for an individual loan accounts or composite loan accounts for Lot VI(Secured) or Lot VII (Unsecured) or Lot VIII (Investments) in which they are interested in acquiring.

- 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, 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 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%) 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.

#### I. IMPORTANT TERMS AND CONDITIONS

- 1. The sale of Non-Performing Assets is on 'As is, where is & what is' basis and without recourse to SICOM LIMITED and under Swiss Challenge Method in terms of RBI Master Directions dated September 24, 2021.
- 2. The sale of NPA accounts will be considered only on upfront cash basis and the highest such bid received under the process described III above shall be considered as 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 EMD of 5% of offer/bid preferably for the entire portfolio or individual NPA loan account as per the list given in Annexure-A.
- 6. SICOM LIMITED as it deem fit reserves the right to exclude any NPA account/s from the given list at any point of time during the entire process as per the timelines given above and sale the same on individual basis.
- 7. 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 bid document from time to time.

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

- 13. The prospective buyer shall agree to take all the risks and responsibilities in respect of various agreements with the obligor and obligations/ contracts / liabilities undertaken by SICOM LIMITED on behalf of the obligor 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 obligor 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 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 representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and statutory dues of 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 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, 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 BD.
- 22. SICOM LIMITED 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 said purpose 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 discretion. The decision of SICOM LIMITED in this regard shall be final and conclusive and binding on such Bidder(s).
- 32. 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.

- 33. The Bidders shall not be entitled to withdraw or cancel Bid once submitted. SICOM LIMITED reserves the right to negotiate any term of the Bid Document as it may deem appropriate.
- 34. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this Bid Document (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, decision of the Managing Director of SICOM, shall be final and binding on all the parties concerned.
- 35. Disputes, if any arising between the parties in relation to this Bid Document 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.
- 36. 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.
- 37. The following persons cannot purchase the NPAs:
  - All individuals/firms/companies not authorized by RBI to acquire Financial Assets from the Banks/NBFC's.
  - o 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
  - Legal entities in which the above mentioned persons/entities jointly or individually hold more than 10% stake

In acceptance:

Si;	Signature and Seal of the Bidder		

# <u>'ANNEXURE - A'</u>

## List of NPAs on sale as on November 30, 2023

## Lot - VI (Secured Cases):

(Rs. in cr.)

Corporate Services Pvt. Ltd.  2. Solar Pharmachem Ltd. (In Liquidation)  2. Unit No.I, Link Road, Dungri, Taluka Valsad, Gujarat. (Open land 1236 sq. mtrs.) 2. Unit No.II, Block No. 1122, Link Road Dungri, Taluka Valsad, Gujarat. (Open land 1236 sq. mtrs.) 3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land 6070.50 sq. mtrs.) 3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land 1114 sq. mtrs and Unit - III (C) land 1456 sq. mtrs.) Total area (A+B+C) = 5595 sq. mtrs 4. Personal Guarantee of Mr. Harshad Vyas, Mr. Yogesh Vyas, Ms. Pragna Vyas Ms. Nirmala Vyas  3. Shree Sharda lada 1.48 lada 1.48 lada 1.43 lada 1.44 lada 1.43 lada 1.44 lada					(Ks. in cr.)
1. Nutech Corporate Services Pvt. Ltd. 7.90 26.91 Office Premises at KGN Tower Commander in Chief Road, Egmore Chennai – 600105 admeasuring 1280 sq. ft. 2. Solar Pharmachem Ltd. (In Liquidation) 2. Unit No.I, Link Road, Dungri, Taluka Valsad, Gujarat. (Open land 1236 sq. mtrs.) 2. Unit No.II, Block No. 1122, Link Road Dungri, Taluka Valsad, Gujarat (Open land 6070.50 sq. mtrs.) 3. Unit No.III (ABC). Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land - Unit III (A) Land 3025 sq. mtrs. Unit - III (B) Land 1114 sq. mtrs and Unit - III (C) land 1456 sq. mtrs. Total area (A+B+C) = 5595 sq. mtrs. Total area (A+B+C) = 5595 sq. mtrs. Total area (A-B+C) = 5595 sq. mtrs. Nirmala Vyas Ms. N	Sr No.		,		Security description
1. Nutech Corporate Services Pvt. Ltd.  2. Solar Pharmachem Ltd. (In Liquidation)  2. Unit No.II, Block No. 1122, Link Road, Dungri, Taluka Valsad, Gujarat. (Open land 1236 sq. mtrs.)  2. Unit No.II, Block No. 1122, Link Road Dungri, Taluka Valsad, Gujarat. (Open land 1236 sq. mtrs.)  3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land 6070.50 sq. mtrs.)  3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land - Unit III (A) land 3025 sq. mtrs. Unit - III (B) Land 1114 sq. mtrs and Unit - III (C) land 1456 sq. mtrs. Total area (A+B+C) = 5595 sq. mtrs. Vyas, Mr. Yogesh Vyas, Ms. Pragna Vyas Ms. Nirmala Vyas  3. Shree Sharda Industries Industrial Gala C-17 Ansa Industrial Estate, Sakinaka, Andheri (E), Mumba: 400 072 admeasuring 1560 sq. ft.  4. Bhagwati Cottons 22.36 91.30 Exclusive charge on Flat no.3 at 1st floor of Mitrakunj Co-op Housing Society Ltd Peddar Road, Mumbai - 400 026 Admeasuring 2119sq.ft.  5. Mini Comp Pvt 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		Company		`	
Corporate Services Pvt. Ltd.  Commander in Chief Road, Egmore Chennai - 600105 admeasuring 1286 sq. ft.  1. Unit No.I, Link Road, Dungri, Taluk: Valsad, Gujarat. (Open land 1236 sq. mtrs.) 2. Unit No.II, Block No. 1122, Link Road Dungri, Taluka Valsad, Gujarat. (Open land 1236 sq. mtrs.) 3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land 6070.50 sq. mtrs.) 3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land - Unit III (A) land 3025 sq. mtrs., Unit - III (B) Land 1114 sq. mtrs and Unit - III (C) land 1456 sq. mtrs.  Shree Sharda landustries landustria Guarantee of Mr. Harshac Vyas, Mr. Yogesh Vyas, Ms. Pragna Vyas Ms. Nirmala Vyas  3. Shree Sharda landustries landustria Estate, Sakinaka, Andheri (E), Mumba: 400 072 admeasuring 1560 sq. ft.  4. Bhagwati Cottons landustria Estate, Sakinaka, Andheri (E), Mumba: 400 072 admeasuring 1560 sq. ft.  5. Mini Comp Pvt landustria Estate, Sakinaka, Madheri (E), Mumba: 100 conditions of Mitrakunj Co-op Housing Society Ltd. Peddar Road, Mumbai - 400 026 Admeasuring 2119sq.ft.  5. Mini Comp Pvt landustria Exports Pvt Ltd landustria Exports Pvt Ltd landustria Sulla			,		
Services Pvt. Ltd.  Chennai – 600105 admeasuring 128(sq. ft.  1. Unit No.I, Link Road, Dungri, Taluka Valsad, Gujarat. (Open land 1236 sg. mtrs.)  2. Unit No.II, Block No. 1122, Link Road Dungri, Taluka Valsad, Gujarat (Open land 6070.50 sq. mtrs.)  3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land - Unit III (A) land 3025 sq mtrs., Unit - IIII (B) Land 1114 sg. mtrs and Unit - III (C) land 1456 sq. mtrs. Total area (A+B+C) = 5595 sq. mtrs 4. Personal Guarantee of Mr. Harshad Vyas, Mr. Nirmala Vyas  3. Shree Sharda 1.48 4.37 Industria Gala C-17 Ansa Industria Estate, Sakimaka, Andheri (E), Mumbai 400 072 admeasuring 1560 sq. ft.  4. Bhagwati Cottons 22.36 91.30 Exclusive charge on Flat no.3 at 1st floor of Mitrakunj Co-op Housing Society Ltd Peddar Road, Mumbai - 400 026 Admeasuring 2119sq.ft.  5. Mini Comp Pvt 9.66 21.60 1.0ffice premises no.A-1 on ground floor BUA 2045 sq.ft.  2.0ffice premises C-5 BUA 2131 sqft on 1st floor, Udhyog Sadan no.3,MIDC,Central Road, Andheri (E), Mumbai 400 093.  6. Saijan Udyog 15.39 63.55 j Fixed assets at Anipatti Road Musuvaneothu village, Nillakootta Taluka Dindigul, Anna Dist, Tamil Nadu admeasuring 61.45 acres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. fc commercial / residential area The charge on above properties is ranking pari-passu with Canara Band The Canara Band Tanking pari-passu with Canara Band Tanking Pari-pa	1.		7.90	26.91	· ·
2. Solar Pharmachem Ltd. (In Liquidation)  2. Unit No.II, Link Road, Dungri, Taluki Valsad, Gujarat. (Open land 1236 sq mtrs.)  2. Unit No.II, Block No. 1122, Link Road Dungri, Taluka Valsad, Gujarat (Open land 6070.50 sq. mtrs.)  3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land 4070.50 sq. mtrs.)  3. Unit No.III (ABC), Ashwin Estate Chikhla Pathak, Sarodhi, Valsad, Gujarat (Open land - Unit III (A) Land 1114 sq. mtrs and Unit - III (C) land 1456 sq. mtrs. Total area (A+B+C) = 5595 sq. mtrs 4. Personal Guarantee of Mr. Harshad Vyas, Mr. Yogesh Vyas, Ms. Pragna Vyas, Ms. Nirmala Vyas  3. Shree Sharda 1.48 4.37 Industrial Gala C-17 Ansa Industria Estate, Sakinaka, Andheri (E), Mumba: 400 072 admeasuring 1560 sq. ft.  4. Bhagwati Cottons 22.36 91.30 Exclusive charge on Flat no.3 at 1st floor of Mitrakunj Co-op Housing Society Ltd Peddar Road, Mumbai - 400 026 Admeasuring 2119sq.ft.  5. Mini Comp Pvt 9.66 21.60 1.Office premises no.A-1 on ground floor BUA 2045 sq.ft. 2.Office premises C-5 BUA 2131 sqft on 1st floor, Udhyog Sadan no.3,MIDC,Central Road, Andheri (E), Mumbai-400 093.  6. Sajjan Udyog 15.39 63.55 i) Fixed assets at Anipatti Road Musuvaneothu village, Nillakootta Taluka Dindigul, Anna Dist, Tamil Nadta admeasuring 61.45 a cres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. fc commercial / residential area The charge on above properties is ranking pari-passu with Canara Banl		_			Commander in Chief Road, Egmore,
Sq. ft.   Sq. ft.   Sq. ft.		Services Pvt. Ltd.			_
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Mumbai-400 093.  6. Sajjan Udyog Exports Pvt Ltd  63.55 i) Fixed assets at Anipatti Road Musuvaneothu village, Nillakootta Taluka Dindigul, Anna Dist, Tamil Nadu admeasuring 61.45 acres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. ft commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank					
Exports Pvt Ltd  Musuvaneothu village, Nillakootta Taluka Dindigul, Anna Dist, Tamil Nadu admeasuring 61.45 acres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. f commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank					
Exports Pvt Ltd  Musuvaneothu village, Nillakootta Taluka Dindigul, Anna Dist, Tamil Nadu admeasuring 61.45 acres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. f commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank	6.	Sajjan Udyog	15.39	63.55	i) Fixed assets at Anipatti Road,
Taluka Dindigul, Anna Dist, Tamil Nadu admeasuring 61.45 acres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. f commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank					
admeasuring 61.45 acres ii) Land at Survey No.43/113, Pormeni Madurai South Taluka, Madura adm.2467 sq. ft and 3559 sq. f commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank		1			
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adm.2467 sq. ft and 3559 sq. ft commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank					'
commercial / residential area  The charge on above properties is ranking pari-passu with Canara Bank					
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ranking pari-passu with Canara Bank					The charge on above properties is
and State Bank of India					and State Bank of India
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					ranking pari-passu with Canara Bank

7.	Western Oil Agency	1.12	2.37	Equitable Mortgage of amalgamated Flat No. 101 & 102 area 1550sqft at Plot No. 37,Juhu Land Mark CHS Ltd; J.V.P.D. Scheme, Vile Parle (West), Mumbai
8.	Colt Cables Pvt. Ltd.	1.14	2.36	Security of land admeasuring 4 hectors, 10R, 7P at Village Sapoli of Saversali, Taluka Pen, Dist. Raigad.
9.	Satav Infrastructure	1.20	2.74	Plant & Machinery at Jammu Kashmir.
10.	Abhinav Enterprises (AE)	3.75	42.70	Exclusive first charge by way of mortgage of Flat admeasuring carpet area 201 sq. ft. at Ratan House 1st Floor, 12, Tribhuvan Road, Mumbai – 400 004.
11.	Dhartee Infrastructure (DI)	5.00	144.21	First Pari-Passu Charge by way of mortgage of (1) Plot of land and construction thereon
12.	DYP Securities (DS)	5.00	144.21	admeasuring 00-40R (one acre) at S. No. 33, Hissa No. 1/16, Village Baner, Taluka Haveli, District Pune.  (2) Land bearing Gat No. 747 (part) towards north side adm 00H 32R equivalent to 3,200 sq. mtrs. or thereabouts (out of total area of Gat No. 747 adm 00H 87R), situated within the village limits of Mauze Watunde, Taluka Mulshi, Dist. Pune and within the limits of Taluka Panchayat Samiti Mulshi, and Zilla Parishad Pune and within the registration limits of Sub-registrar Mulshi (Paud).  (3) Office no. 122, situated on 1st floor at Siddharth Tower having built up area of 46.55 sq. mtrs. with covered Parking no. 4 at CTS no. 421, S. No. 12, H. No. 3B, Mauje Kothrud, Tal. Haveli, District Pune.
13.	Elan Vascular Technologies Pvt. Ltd. (Elan)	8.20	90.15	Exclusive First Charge by way of mortgage of Flat admeasuring 767 sq. ft (carpet area)at Lok Darshan CHS, Military Road, Marol, Andheri (East), Mumbai - 400 059.
14.	George Philips Medical Engineering Pvt. Ltd. (GPME) ##	2.35	18.70	First Charge by way of Hypothecation of all Moveable Assets of GPME including Plant & Machinery, Equipments, Spares, Tools, Moulds, Accessories, Furnitures, Fixtures & Fittings, Office Equipments, etc. situated at factory at Ambernath, Thane
15.	Sarth India Ltd. (Sarth)	9.50	244.29	Exclusive First Charge by way of mortgage of (1) Residential Flat, Springdale II Apartments, SP II/501, 5th floor, Raj Nagar, Nagpur, admeasuring 185 sq. mtrs. (2) Land at Plot No. 21 admeasuring

16. 17.	Sri Ganesh Forwarders Pvt. Ltd. (SGFPL)  Willow Logistics (India) Pvt. Ltd.	9.75	130.58	about 668.90 sq. mtrs. in the Survey No. 1540, Sheet No. 271/71 of Mouza Khamla, Nagpur. (3) Office Premises located at Shop No. 2, 2nd Floor, H. No. 18, Ward No. 66, Palm Road, Civil Lines, Sitabuldi, admeasuring 278.18 sq. mtrs.  Exclusive First Charge by way of mortgage of Office Block admeasuring 1249.90 sq ft)(Built up) having Unit No. CN209 located at NMSEZ Commercial Complex, Navi Mumbai.  Exclusive First Charge by way of mortgage of 2 Flats being Flat No. F-1 &
18.	[WLIPL]	7.31	82.46	G-1 admeasuring 1242 sq. fts. at Ujwal Nagar, Wardha Road, Nagpur.
18.	The Super Industries (Super)	7.31	82.46	mortgage of (1) Fixed Assets of Super comprising of Land & Building admeasuring 9684 sqft. situated at Plot No. 16 & 17, Sector K, Phase II, Parvati Co-op. Ind. Est., Yadrav, Ichalkaranji - 416 145. (2) Hypothecation of moveable assets, including Plant & Machinery, Equipments, Installations, etc. Ichalkaranji - 416 145.
19.	Aarushi Specialty Chemicals Pvt. Ltd.	17.20	189.00	Exclusive First Charge by way of mortgage of- (1) Factory Land & Building bearing Gat No. 191/3 adm H 0.15 & Gat No. 192 adm H 0.49 (totally equivalent to 14pprox 1.58 acres) along with the Factory Building with constructed area of 14pprox 12,519 sq. ft. at Village Kelwade, Taluka Bhor, Dist. Pune. (2) Land bearing Gat No. 89 adm H 0.18 Ares & Gat No. 189/2 adm H 0.78 Ares (totally equivalent to approx 2.36 acres) situated at Village Kelwade, Taluka Bhor, Dist. Pune, owned by M/s. Geeta Speciality Chemicals, a partnership firm with Dr. Sandeepak Pandit & Mrs. Manik Apte as partners. (3) Residential Flat situated at Madhav Baug, Brahman CHS, Naupada, Thane (West) admeasuring 1,075 sq. Ft. (carpet area) owned by Dr. Sandeepak Pandit & Mrs. Manjiri Pandit (4) Shriprasad Bunglow adm 3,164 sq. ft. on the Land bearing Plot No. 4 adm 292.49 sq. mtrs. Situated at Shyamsundar CHS, Near Mhatre Bridge, Navi Peth, Pune owned by Dr. Sandeepak Pandit & Mrs. Manjiri Pandit.

				(E) II (1 (1 T) (2 T) (1 T)
				(5) Hypothecation Plant & Machinery
				located at above premises at Gat No.
				191/192 at Village Kelwade, Taluka Bhor,
				Dist. Pune.
20.	Brown Paper	5.00	289.61	Pari passu charge by way of legal
	Technologies Ltd.			mortgage of the entire present and future
				fixed assets of the Company situated at
				S.No.483, Shirwal, Tal. Khandala, Dist.
				Satara, Maharashtra.
				Hypothecation of plant & machinery,
				electrical installation, furniture &
				fixtures, vehicles and other moveable
				assets of the Company situated at
				S.No.483, Shirwal, Tal. Khandala, Dist.
				Satara, Maharashtra.
				Personal guarantee of Shri Shastri and
				Shri Ramkumar Sunkara
21.	Akash Roller	0.66	33.56	> At Municipal Nos. 4,17,74, CTS No.
	Flour Mills Ltd.			8954, Sheet No. 77, Admeasuring 126.10
				sq. mtrs. situated at Mondha,
				Aurangabad.
				> At Municipal Nos. 4,11,13, CTS No.
				5304, Sheet No. 77, Admeasuring 185.2
				sq. mtrs. situated at Mondha,
				Aurangabad
22.	Sun Earth	0		The debt was assigned to Arcil during
	Ceramics Ltd.			2005.
				1. Arcil has been given consent to act
				as a trustee for realization of dues by way
				of sale of assets. Arcil along with other
				bankers have Security Receipts.
				2. Share of Arcil Trust from the
				proceeds of Sunearth (SECL) is 55%.
				SICOM is having 59,013 Security Receipts
				and the approximately value of per
				security receipt is Rs.848/- as per our
				records.
23.	BPL Engineering	3.24	122.79	1. First charge on Company's property at
20.	Ltd.	0.21	122.7	Plot nos. 1 to 8 in IDA Pashamylaram,
	Eta.			Survey nos.327 to 332,342 to 347, 360 to
				365, 282 and 274 in Taluka Medak,
				District Andhra Pradesh.
				2. Survey no.13/5 B (old no.13/5)
				situated at Bommananhalli, Village Begur
				Hobli, Bangalore, South Taluka,
				Bangalore District –Karnataka. Paripassu
				with ICICI, Federal Bank, Jammu and
				Kashmir Bank Ltd, Exim Bank, Bank of
				Baharin & Kuwait B.S.C. (BBK), KSIIDC.
				The entire property is under the
				possession of OL.
24	Hamaa Minina	0.07	102.01	1
24.	Hamco Mining &	0.07	192.01	> Hypothecation and charge all its
	Melting			moveable assets at S.No.192, Kherdi,
				Silvassa and S.No.444-1/7, Village
				Silvassa.

				> Equitable mortgage at S.No.192, Dadra Nagar Haveli, Silvassa > Equitable mortgage at S.No.444/1/7, Dadra Nagar Haveli, Silvassa. > PG of Ms. Bhagubhai M. Patel & Alpana Ashok Verma Pari passu charge with Indus Ind Bank 75.74%), ICICI Bank (17.16%) and SICOM (7.10%).
25.	Leaf Biotech Pvt. Ltd.	2.46	636.22	1. First legal mortgage on the Company's immovable properties at Village Kopri, Thane. The mortgaged land, as per the conditional consent letter given by TMC, cannot be transferred/ disposed-off without TMC's permission.  2. An addl. security by way of first legal mortgage of 2 residential flats (Pune & Mumbai) as also 2 N.A. land properties with constructions thereupon (both in Mumbai).  • Creation of equitable mortgage on above properties is pending for want of IT clearances, in respect of our additional term loan of Rs 35 lacs.
26.	Firth (India) Steel Co Ltd	0.5	765.36	Out of the FD placed with Kotak, our unsecured share is Rs 2.74 Crs and balance of Kotak. As per the OL, there are 10 claims partnering to the workers and these claims have priority over the unsecured claim of Kotak.
27.	Multiweld Wire Co P.L.	0.24	10.78	A Joint equitable mortgage ranking pari passu has been created in favour of ICICI, IDBI, Bank of Baroda and SICOM on immovable properties ati. Village Dheku, Tal. Khalapur, Dist. Raigad and ii. 59, Marol Maroshi Road, Marol, Mumbai 400 059, Marol assets have been sold under the BIFR package and SICOM received Rs. 60 Lacs share out of the sale proceeds. iii. Personal guarantees of S/Shri P.K.Menon (since expired), Smt Rumunni K. Menon, Shri Vijayshankar K. Menon and Shri Koladi G. Balaram
28.	Trimbak Ispat Ltd.	0	190.53	The Company was wound up vide High Court order dated October 3, 1991 and the Official Liquidator (OL) was appointed to take possession of all mortgaged assets.  SICOM sold Leasehold rights in the land Plot No.195/B (Old 395/B) to Shri Balasaheb Patil on May 18, 2010 (1 month before the expiry of lease period) for Rs.31,11,101/ Registration of

				Agreement of Assignment, Deed of
				Assignment and Deed of Confirmation
				was completed on December 9, 2011.
				Due to above sale conducted by SICOM,
				company filed Criminal Case No. 301090
				of 2012 at Nasik
29.	Suprapti Plastics	1.50	455.71	First pari-passu charge by way of
	Ltd.			Mortgage and Hypothecation on land,
				building, plant and machinery at Plot
				no.W-17, Tarapur Industrial Area,
				Village- Saravali, Boisar, Palghar, Thane along with bank of Baroda.
				along with bank of baroua.
				Co- lenders IARC and ARCIL
30.	Hanuman	3.25	204.53	Factory at Gat no 38 -Currently non-
	Vitamin Foods			operative. The company is under
	Ltd.			liquidation. Plant & Machinery at Gat no
				38 is sold.
				Gat No 37 - The plot exclusively
				mortgaged to SICOM is a vacant land.
				Co- lenders IARC and ARCIL
31.	Rama-Shree	4.73	588.18	Unit No A/204, 2nd floor, Deluxe Center
	Conductors Ltd.			, 157-C, Kolkatta 700013
				Co-lender SASF.
	Total	159.85	4,903.77	

## Lot - VII (Unsecured Cases):

(Rs. in cr.)

Sr	Name of the	POS (As	IOD	Security description
No.	Company	of Nov 30,	(As of Nov	
		2023)	30, 2023)	
1.	Yash Corporation	0.01	0.02	Security already sold.
2.	Shanta Mangesh	2.29	15.94	Unsecured since beginning.
	Developers Pvt. Ltd.			
3.	Towels India Ltd.	0.019	551.44	No Security. Assets sold by MSFC.
4.	SLV Chemoplast	0.25	155.76	In 1991 OL had taken possession of the
				entire security and sold the assets. PG of
				promoter.
5.	Sonaa Oil & Chemical	0	17.29	1. Land, Building, Plant & Machinery
	Ind. P.L.			located at Nagpur, sold for Rs 2 Crs in Fy
				2007
				2. Flat at Nagpur sold for Rs 80.15 lacs in
				Fy 2014.
6.	Paloma Paper	0.91	63.05	We have sold the following security by
	Products Pvt. Ltd.			way of auction at -
				> Shed No.W-88/81 in MIDC Gokul
				Shirgaon, Kolhapur for Rs.19 lacs in 2005
				> Flat at Pune for Rs.8 lacs in June 2006
				> Plant & Machinery for Rs.21 lacs in
				2009
7.	BDPS Software Ltd.	2.90	251.35	1.Office Premises at Malad, Sewri, Goa

				2.Office Premises at Nagpur and Baroda	
				3. Hypothecation of stock at Companys	
				41 branches all over India	
				The properties at 1. and 2. above were	
				sold by SICOM and an amount of Rs 1.11	
				crs was received in FY 2004.	
8.	Vignesh Impex Pvt.	1.38	386.45	Assets sold by SICOM.	
	Ltd.			Promoter Guarantor Aditya Ruia	
				approached SICOM for OTS.	
9.	Avikem Resins Ltd.	0.60	302.35	The company assets were sold by SICOM	
				to British Scaffolding for 1.05 crs in	
				March 1997.	
				Insolvency petition Mumbai against	
				promoter Sunil Shah in progress.	
10.	Mayur Paper Mills P.	0.14	100.42	1. The first legal mortgage of the entire	
	Ltd.			present and future fixed assets of the	
				Company at Warora, Dist. Chandrapur	
				and such other assets which may	
				subsequently be acquired during the	
				currency of the loan.	
				2. The above charge shall rank pari passu	
				with the charge created in favour of	
				MSFC.	
				3. PG of S/Shri Dhanvatey, S.L.Keyal,	
				K.P. Keyal & S. L. Dhanwatey.	
11.	Hindustan Gears (P)	0.58	97.26	Assets Sold by OL Mumbai. Money lying	
	Ltd.			with OL Mumbai.	
	Total	9.08	1941.33		

### Lot - VIII (Investment Cases): As on November 30, 2023

as on	November 30, 2023		(Rs.in cr.)	
Sr.	Party Name	Qty.	Cost Price	
No.				
1.	George Philips Medical Engineering Pvt.	Preference	Not Allotted	11.00
	Ltd.			
(2)	Elan Vascular Technologies Pvt. Ltd.	Equity	7,027	7.11
	George Philips Medical Engineering Pvt.			
(3)	Ltd.	Equity	20,23,300	7.00
(4)	Today's Writing Products Ltd.	Equity	2,93,330	_
	Total			25.11