

To,

The Managing Director
SICOM Limited,
Solitaire Corporate Park,
Building No. 4, 6th Floor,
Chakala, Andheri (East),
Mumbai - 400 093

Dear Sir,

Re: - Sale of property bearing No. -----

on "AS IS WHERE IS AND WHAT IS BASIS", under SFC Act.

I/We, _____ of _____
hereby make an offer of Rs. _____ (Rupees

Only) for the purchase of the above stated immovable property bearing -
_____ more particularly described in Schedule attached to the
General Terms and Conditions of Sale and I/We enclose Demand Draft/Pay Order in favour of
SICOM Limited, Mumbai for an amount of Rs. _____/- (Rupees

**Only) drawn on SICOM LIMITED payable at Mumbai
branch**, as earnest money deposit. If SICOM accepts the offer for purchase in my/our favour,
I/We agree to purchase the aforesaid properties for the said price in accordance with the said
General Terms & Conditions and pay the balance of the purchase price and to complete the
purchase in accordance with the said terms and conditions (copy attached and initialled for the
purpose of identification).

Dated this _____ day of _____, 2019

Signature :

Name :

Address :

GENERAL TERMS AND CONDITIONS OF SALE

For sale of below mentioned property being Land & Building and Plant & Machinery:

1. **Industrial non-agricultural land admeasuring 75540 Sq. mt. alongwith building admeasuring 1366 Sq. mt. (total 76906 Sq. mt.) and the installed Plant and Machinery situated at Revenue Survey Nos. 133, 150, 186, 254, 303, 253, 255, 256, 250, 252, 249, 257, 258, 261, 262, 263, 178/1 and 180/1 at Vadodara-Halol State Highway SH-87, Village-Asoj, Taluka-Vaghodia, District-Vadodara-391 510 more particularly described in Scheduled I and**
2. **Movable assets i.e. installed Plant and machinery and all other movable and current assets at (1) above more particularly described in Scheduled II**

which is mortgaged and hypothecated by Kemrock Agritech Private Limited in favour of SICOM Ltd. The land, building and the installed plant and machinery are currently in possession of SICOM Ltd under Section 29 of SFC Act, 1951 as mortgagee in possession.

The terms and conditions for sale are in respect of the mortgage assets being **Industrial non-agricultural land admeasuring 75540 Sq. mt. alongwith building admeasuring 1366 Sq. mt. (total 76906 Sq. mt.) and the installed Plant and Machinery situated at Revenue Survey Nos. 133, 150, 186, 254, 303, 253, 255, 256, 250, 252, 249, 257, 258, 261, 262, 263, 178/1 and 180/1 at Vadodara-Halol State Highway SH-87, Village-Asoj, Taluka-Vaghodia, District-Vadodara-391 510 more particularly described in Scheduled I and Movable assets i.e. installed Plant and machinery and all other movable and current assets at (1) above more particularly described in Scheduled II** hereto, together with the structures standing thereon (hereinafter referred to as "the said property") is in possession of SICOM Ltd. (hereinafter referred to as "SICOM") as mortgagee of M/s Kemrock Agritech Private Limited (hereinafter referred to as "Company") by virtue of security documents executed by the Company in favour of SICOM for its term loan together with interest thereon and all costs, charges and expenses is being sold on "**As is where is and what is basis**".

1. SICOM is putting up the said property for sale in exercise of the power of sale available unto them under Section 29 of SFCs Act, 1951.
2. The said property consists of the following:
 - a. **Industrial non-agricultural land admeasuring 75540 Sq. mt. alongwith building admeasuring 1366 Sq. mt. (total 76906 Sq. mt.) and the installed Plant and Machinery situated at Revenue Survey Nos. 133, 150, 186, 254, 303, 253, 255, 256, 250, 252, 249, 257, 258, 261, 262, 263, 178/1 and 180/1 at Vadodara-Halol State Highway SH-87, Village-Asoj, Taluka-Vaghodia, District-Vadodara-391 510 more particularly described in Scheduled I and**
 - b. **Movable assets i.e. installed Plant and machinery and all other movable and current assets at (1) above more particularly described in Scheduled II**

more particularly and indicatively described in the Schedule - I and Schedule - II is **being sold on "As is where is and what is basis" on site in two separate lots or in composite.**

3. The purchaser shall accept the documents of title available with SICOM as proof of title and shall not make any requisition on title prior thereto.
4. The purchaser may take inspection of the property to be sold. Even if the purchaser does not take inspection, he shall be deemed to have inspected all the assets put up for sale on **"As is where is and what is basis"** with regard to the condition thereof, before making the offer for purchase of the same. It is hereby expressly agreed and declared that notwithstanding the provisions of Section 55 of the Transfer of Property Act or any other enactment for the time being in force in that behalf, SICOM shall not be bound to disclose to the purchaser any defect whether material or otherwise in the property, whether or not SICOM may be or the purchaser may not be aware of such defect and whether or not the purchaser could not with ordinary care and diligence discover such defects.
5. **The said property bearing respective Survey Nos. can be purchased in two separate lots or in composite alongwith the Building, Plant and Machinery more particularly described in Schedule I and in Schedule II** respectively in the condition in which it is on **"As is where is and what is basis"** and without any guarantee or warranty whatsoever as to the condition or nature or quality or description etc., if any. Offers for part of the properties will not be accepted. In particular, and without prejudice to the generality of the foregoing, the purchaser shall not be entitled to raise any objection on the ground that the description of any items mentioned in Schedule-I and Schedule-II does not tally with the items of which delivery is offered or that some of the items are damaged or missing or are not existing or are not in working condition.
6. The purchaser shall make his own arrangement for getting required power connection, water and other facilities and payment of arrears of rates & taxes, charges of the said property and shall meet all the costs of whatever nature to be incurred in that behalf. SICOM shall not be liable to pay any arrears of charges and costs/expenses, if any, in respect of power, water or any other facilities required. The purchaser shall make own inquiries about arrears of dues for supply of power, water and other facilities, if any, and same shall be borne and paid by the purchaser alone.
7. All the rates and taxes in respect of the said property including Municipal/ Gram Panchayat and Government rates and taxes, the arrears of dues of Statutory Authorities like Sales Tax Dues, Sales Tax Incentive Dues, Central Excise Dues, Income Tax Dues, etc and other outgoings by whatever name in respect of the said property shall be borne

and paid by the purchaser alone. The purchaser shall make own enquiries about arrears of all the dues, charges and payment thereof. The purchaser shall also pay any dues/charges, if any under VAT in respect of the said property.

8. The purchaser shall be solely responsible for getting all the requisite licences, permissions, approvals /clearances, registrations etc. for the property to be transferred in his name, at his own cost.
9. The purchaser shall not be entitled to look into whether the power of sale is being validly exercised and/or whether there are any arrears due or not and also shall not be liable or entitled to look into the application of the proceeds of sale by SICOM.
10. SICOM will execute the documents as Seller and will give only a covenant against encumbrances by SICOM as First Mortgagee and the purchaser shall accept the same.
11.
 - a) SICOM shall not be liable to answer any requisition in respect of which it does not have any information, audited accounts or documents, etc. and the purchaser shall not be entitled to revoke the sale or set off any amount against the purchase price or reduce the amount of offer on that or any other ground whatsoever.
 - b) No requisition or objection whatsoever shall be made or taken in respect of title to the property or on account of any documents being unregistered, unstamped or insufficiently stamped or on account of absence of any covenant for production of deeds, etc. in respect of the documents to property or on account of any covenant or production of the title deeds if defective or insufficient.
12. The price offered shall be paid as under:

a. Earnest Money Deposit (EMD) for respective lots as mentioned below to be paid along with the offer by Demand Draft/ Bank's Pay Order drawn on any Scheduled bank at Mumbai Branch in the name of SICOM Ltd.

Lot Nos.	Plots with Survey Nos.	Land Area (in Sq. mtrs)	EMD (Rs. in Crs)
Lot - 1	Revenue Survey Nos.- 133, 150 and 186	22363	0.50
Lot - 2	Revenue Survey Nos. - 254, 303, 253, 255, 256, 250, 252, 249, 257, 258, 261, 262, 263, 178/1 and 180/1 alongwith Building and installed Plant and Machinery	Land- 53177 and Building- 1366	1.00
Composite	Total	76906	1.50

- b. A payment of 25% of the purchase price (less EMD amount) to be paid immediately within 7 days (Seven Days) from the date of acceptance of offer by SICOM.**
 - c. The balance amount of the purchase price shall be paid within 15 days (Fifteen Days) from the date of acceptance of offer by SICOM.**
- 13. The offer not accompanied with EMD shall be treated as invalid and the bidder shall not be allowed to attend bidding process.
- 14. From the date of acceptance of offer, said property will be at the risk of the purchaser and SICOM shall not be in any way responsible for any damage or loss thereto. The purchaser shall get the same insured at his cost.
- 15. The intending purchaser to give particulars about himself covering the following:
 - a) Name, address and telephone/telex/fax number of the Company;
 - b) Full name of the person with designation to be contacted;
 - c) Whether purchaser is a Sole Proprietor/Partnership/Private Limited Company/ Public Limited Company;
 - d) Date and place of registration/ incorporation;
 - e) Brief history of the firm/ Company including subsidiaries and associates, if any;
 - f) Present business activity;
 - g) Financial position
 - h) Banker's name and address alongwith letter of authority to get information.
 - i) Term loans, if any, availed from Financial Institutions/ Banks; and
 - j) Any other information as may be required by SICOM.
- 16. The Purchaser shall have right to buy the property in his name or nominate any other person or entity to acquire the property. On the purchaser or his nominee paying to SICOM the full purchase price, SICOM shall put the purchaser or any other person or entity nominated by Purchaser, in possession of the said property.
- 17. On payment of the full purchase price, should SICOM be required to execute any documents/agreements etc, the same will be at the cost of the purchaser or any other person or entity nominated by Purchaser, including the stamp duty, registration charges, Solicitor's charges and all other costs, charges and expenses in relation to the same.
- 18. If the purchaser fails to pay the said further amount as indicated in para 12(b) or 12(c) above or on the date specified (time being the essence of the contract) or if the sale is not completed by reason of any default of the purchaser, SICOM shall be entitled to forfeit all the moneys till then paid by the purchaser as aforesaid and to put up the said

property for resale/disposal in the absolute discretion and all costs, charges and expenses incurred by SICOM due to such default shall be borne by the purchaser and the purchaser shall be bound to make good any deficiency arising on such resale by SICOM and the purchaser shall not be entitled to make any claim in respect of any amount in the event of the property on resale realising a higher price than that offered by the defaulting purchaser.

19. If the offer is not accepted by SICOM, SICOM will refund to the Offerer the deposit amount within three weeks' time from the date of the decision regarding non-acceptance of the offer and no interest shall be payable by SICOM on the said deposit.
20. In case of failure to give complete information or to fill in the offer form completely or, any non-compliance whatsoever with any of the conditions set forth herein, or the offer not being accompanied by the earnest money deposit, or the offer being less than the reserve price SICOM shall be entitled to reject the offer.
21. SICOM is not bound to accept the highest offer or any offer and may accept any offer or reject all as it shall, in its absolute discretion deems fit.
22. SICOM is not liable to give any reason for rejecting/ declining and/ or to consider any particular offer or offers.
23. All the valid bidders/tenderers or their authorised representatives are requested to remain present at the time of opening of the bids/tenders for negotiations and for improving their respective bids.
24. SICOM reserves the right to allow revision of bids/negotiations for raising of bids either at the time of opening of bids/tenders or at any time thereafter as may be fixed by SICOM in its sole discretion, as SICOM deems fit. The bids/tenders of those who do not remain present shall be treated as their final bids and they shall have no right whatsoever to question the sale and/or any other matter connected therewith.
25. It shall be the responsibility of the Purchaser to pay 1% (One percentage) of the sale consideration towards Income Tax u/s 194 I A of the Income Tax Act and SICOM shall not take responsibility for the same.

SCHEDULE I
(Description of Land and Building)

All that piece and parcel of Industrial non-agricultural land admeasuring 22363 Sq. mtrs and 53177 Sq. mtrs aggregating to 75540 Sq. mt. alongwith building admeasuring 1366 Sq. mt. (total 76906 Sq. mt.) and the installed Plant and Machinery situated at Revenue Survey Nos. 133, 150, 186, 254, 303, 253, 255, 256, 250, 252, 249, 257, 258, 261, 262, 263, 178/1 and 180/1 at Vadodara-Halol State Highway SH-87, Village-Asoj, Taluka-Vaghodia, District-Vadodara-391 510 or thereabouts together with building, shed/office and other structures thereon.

Lot Nos.	Plots with Survey Nos.	Land Area (in Sq. mtrs)
Lot - 1	Revenue Survey Nos.- 133, 150 and 186	22363
Lot - 2	Revenue Survey Nos. - 254, 303, 253, 255, 256, 250, 252, 249, 257, 258, 261, 262, 263, 178/1 and 180/1 alongwith Building and installed Plant and Machinery	Land- 53177 and Building- 1366
Composite	Total	76906

SCHEDULE II
(Description of Plant & Machinery)

The building and Plant and Machinery can be purchased only alongwith Lot - 2 as mentioned in Schedule I.

Sr. No.	Description
1	About 30 nos. of split air conditioners of 2 or 3 ton capacity, with indoor units, outdoor units and interconnecting pipes, mainly of Blue Star make
2	Electrical installation comprising of
	-four-pole structure with accessories for
	receiving HT power
	-500kVA, 11kV/440V transformer
	-circuit breaker
	-cable
	-earthing
	-panels
	-switchgears
3	125kVA DG sets with Cummins engine, Stamford alternator and soundproof canopy
4	200kVA autotransformer
5	About 1cu.mt. semi conical tank with stirrer, motor, ladder and leg-supports
6	2 nos. S. S. air shower chambers and accessories
7	20 nos. S. S. laminar air flows
8	2 nos. S. S. pass boxes

9	2 nos. S. S. incubator cabinets
10	S. S. steam sterilizer with two trolleys
11	2 nos. S. S. small sterilizers
12	2 nos. bottle washing tubs
13	Stirrer
14	Hot auto injector chamber
15	Irrigation plant comprising of
	-2 nos vertical cylindrical FRP tanks
	-pumps
	-filters
	-control panel
	-sprinklers
	-pipes
	-sprayer pumps
16	Rack system in growth rooms
17	Wooden reception table
18	12 nos. wooden office tables
19	About 70 nos. office chairs (3 nos. of plastic)
20	2 nos. two-seater sofas
21	7 nos. computers comprising of monitors and CPUs
22	Printer for computer
23	8 nos. ceiling fans
24	Electronic PBX system and telephone instruments
25	3 nos. UPS of about 0.50, 1.00 and 2.0kVA rating each
26	First aid box
27	10 nos. S. S. dining tables, each with 6 nos. S. S. stools
28	Wooden tipoy
29	Aluminum ladder
30	28 nos. trolleys
31	Plastic stool
32	2 nos. exhaust fans
33	5 nos. wall mounted fans
34	Wall clock
35	Worker's lockers
36	2 nos. racks for storing bottle caps
37	Granite table
38	A lot of glass bottles, steel caps/covers, plastic trays, plastic crates and other miscellaneous items