

To,
Managing Director,
 SICOM Ltd.
 Solitaire Corporate Park,
 Building No - 4, 6th floor,
 Chakala, Andheri (East)
 Mumbai - 400 093

Dear Sir/Madam,

Re: Sale of property entire 1st floor (2 wings) of MVL iPark admeasuring 23987.802 sq. ft (super built up area) at Sector 15(II), near 32nd Mile stone, situated in Revenue Village Silokhara, Tehsil & Dist, Gurgaon, Haryana

I/We, of _____ hereby make an offer of Rs. _____ (Rupees _____ only) for the purchase of the above stated property described in Schedule attached to the terms and conditions of sale & I/We enclose Demand Draft/Pay Order in favour of SICOM Ltd., Mumbai for an amount of Rs. _____ (Rupees _____ only) drawn on _____ Bank, Mumbai as earnest money.

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 terms and conditions and pay the balance of the purchase price and to complete the purchase in accordance with the said terms conditions.

Dated this _____ day of _____, 2022

Signature :
 Name :
 Address :

GENERAL CONDITIONS OF SALE

The terms and conditions for sale is in respect of property being Entire 1st floor (2 wings) of MVL iPark admeasuring 23987.802 sq. ft (super built up area) at Sector 15(II), near 32nd Mile stone, situated in Revenue Village Silokhara, Tehsil & Dist, Gurgaon, Haryana. Schedule hereto (hereinafter referred to as "the said property") in physical possession of SICOM Ltd. (hereinafter referred to as "SICOM") **as mortgagee of MVL Credit Holdings & Leasing Ltd.** hereinafter referred to as "the Mortgagors") by virtue of security documents executed by the Mortgagors in favour of SICOM to secure the term loan Facility availed by **MVL Ltd.** from SICOM together with interest thereon and all costs, charges and expenses.

1. SICOM is putting up the said property for sale in exercise of the power of sale available unto them as mortgagee in possession under provisions of The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 [SARFAESI Act], the Security Interest (Enforcement) Rules, 2002 and under SWISS Challenge method based on Existing Offer in hand.
2. The said property being Entire 1st floor (2 wings) of MVL iPark admeasuring 23987.802 sq. ft (super built up area) at Sector 15(II), near 32nd Mile stone, situated in Revenue Village Silokhara, Tehsil & Dist, Gurgaon, Haryana is more particularly and indicatively described in the Schedule hereto is put up for sale on "**As is where is, as is what is basis, whatever there is and without recourse**". The purchaser shall agree and undertake to abide by the terms and conditions for sale on which the said property is put up for sale by public auction.
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, as is what is basis, whatever there is and without recourse**" in 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 shall be sold in the condition in which it is on **“As is where is, as is what is basis, whatever there is and without recourse”** 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 does not tally with the items of which delivery is offered or that some of the items are missing or do not exist.
6. The purchaser shall make his own arrangement for getting required consents, permissions, approvals, power connection, water and other facilities and payment of arrears of rates & taxes 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 the same. The purchaser shall make own inquiries about arrears of dues for supply of power, water, duties, cess, levies, imposts, taxes, penalties etc. and other facilities, if any, and it 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/Society and government rates and taxes and other dues/arrears/outgoings by whatever name in respect of the said property like property tax, electricity dues shall be borne and paid by the purchaser alone and the purchaser shall make its own enquiries about arrears of all such dues and payment thereof.
8. The purchaser shall be solely responsible for getting all the requisite licenses, permissions, approvals/clearances, registrations etc. for the property to be transferred in his/its name, at his/its own cost and expense.
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 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) **Rs. _____ as Earnest Money Deposit (EMD) to be paid along-with the offer by a Demand Draft/Bank's Pay Order drawn on any Nationalised Bank/ Scheduled Commercial Bank payable at Mumbai in the name of SICOM Limited, to be adjusted against the total price.**

The EMD amount is to be paid along with the offer either by Demand Draft drawn on any Nationalized Bank/Scheduled Commercial Bank payable at Mumbai Branch in the name of 'SICOM LIMITED' to be submitted on or before, 2022 upto 4.00 pm or deposited through NEFT/RTGS in the below given account on or before, 2022 upto 4.00 pm.

NEFT/RTGS details for deposit of EMD is as given below:

Beneficiary Name	Sicom Limited
Beneficiary Bank Name	HDFC Bank
Beneficiary Account No.	00010350003084
Branch Address	101-104, Tulsiani Chambers, Nariman Point, Mumbai-400 021
IFSC Code	HDFC0000001

- (b) **A further payment of 25% of the offer amount (less amount paid as EMD) to be paid immediately or not later than next working day on confirmation of sale by SICOM, by a Demand Draft/Pay Order drawn on any Nationalised Bank/ Scheduled Commercial Bank payable at Mumbai in the name of SICOM Ltd. or RTGS**
- (c) **The balance amount of 75% of the purchase price shall be paid on or before 15 days (fifteen days) from the date of acceptance and confirmation of offer by SICOM and if 15th day is Sunday or other Holiday, then on immediate next first bank working day.**

13. The offer not accompanied with EMD shall be treated as invalid and the bidder shall not be allowed to attend bidding process.

14. The bid increase amount will be Rs. 1,00,000/- and in multiples thereof.

15. Prospective bidders may avail online training from service provider **M/s. e-Procurement Technologies Ltd. (Auction Tiger)** and Mr. Ram Sharma (Mobile No. 8000023297, E-mail ID- ramprasad@auctiontiger.net). Helpline E-mail ID: support@auctiontiger.net
16. Prospective bidders are advised to visit website <https://eauction.auctiontiger.net> for detailed terms & conditions and procedure of sale before submitting their bids. The auction sale is subject to the general terms and conditions of sale the above mentioned property, a separate copy whereof can be obtained by bidders from www.sicomindia.com or <https://eauction.auctiontiger.net>. Even if the bidder does not obtain a copy of the general terms and conditions of sale, it would be presumed that the bidder has obtained, perused, examined and accepted the same.
17. The e-auction window will be closed at 1.00 p.m. for all the bidders. The original offeror will get another 30 minutes i.e. till 1.30 p.m. to match the highest bid/offer received in the auction. In case the original bidder fails to match the bid within the stipulated time, it shall be considered that the original bidder has exercised his right of first refusal and he has withdrawn his offer/bid from the e-auction.
18. 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 may appoint his own security for safeguarding the assets.
19. The intending purchaser to give particulars about himself/itself covering:
 - a. Name, address and telephone/telex/fax number/e-mail id 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; IT Returns for 3 Assessment Year
 - h. Banker's name and address along-with 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.
20. The Purchaser shall have right to buy the property in his/its 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.

21. 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.
22. 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 monies till then paid by the purchaser as aforesaid and to put up the said property for resale/disposal in its absolute discretion and all costs, charges and expenses incurred by SICOM due to such default shall be borne and paid by the purchaser and the purchaser shall be bound to make good any deficiency arising on such resale by SICOM and he/it shall not be entitled to make any claim in respect of any amount in the event of the property on resale realizing a higher price than that offered by the defaulting purchaser.
23. If the offer is not accepted by SICOM, SICOM will refund to the Offerer the earnest money 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.
24. 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 deposit, SICOM shall be entitled to reject the offer.
25. SICOM is not bound to accept the highest offer and may accept any offer or reject all as it shall, in its absolute discretion deem fit.
26. SICOM is not liable to give any reason for rejecting/declining and/or to consider any particular offer or offers. Post opening of offers there will be an open bidding between all bidders.
27. All the bidders or their authorised representatives are requested to remain present at the time of opening of the bids for negotiations and for improving their respective bids.

28. SICOM reserve the right to allow revision of bids/negotiations for raising of bids either at the time of opening of bids or at any time thereafter as may be fixed by SICOM in its sole discretion, as SICOM deems fit. The bids 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.
29. 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.
30. The dues of Municipal Corporation of Gurugram (MCG), building maintenance and all other dues of whatsoever nature shall be borne/paid by the buyer to MCG and it shall not be part of sale consideration.

SCHEDULE- I

(DESCRIPTION OF PROPERTY/LANDS)

Entire 1st floor (2 wings) of MVL iPark admeasuring 23987.802 sq. ft (super built up area) at Sector 15(II), near 32nd Mile stone, situated in Revenue Village Silokhara, Tehsil & Dist, Gurgaon, Haryana