

**THE SPECIFIED UNDERTAKING OF UNIT TRUST OF INDIA  
UTI TOWER, GN BLOCK, BANDRA KURLA COMPLEX  
BANDRA EAST, MUMBAI - 400 051**

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**Annexure - VI**

**E-BID/ TENDER DOCUMENT**

**Tender Document No. 1613**

**For sale of Commercial property at Office No. 18, Sarda Sankul, 2nd floor, M G Road,  
Nashik**

**By**

**UTI Infrastructure Technology and Services Ltd.,  
UTI Tower, GN Block, BKC, Bandra (E), Mumbai - 400051**

**FOR AND ON BEHALF OF THE SPECIFIED UNDERTAKING OF  
UNIT TRUST OF INDIA**

**August 24<sup>th</sup>, 2019**

Proposed sale by the Administrator of the Specified Undertaking of the Unit Trust of India (SUUTI) (hereinafter referred to as "Administrator") on "as is where is basis" and "as is what is basis" and "as is where is condition" and "no complaint basis" of premises admeasuring approximately **5100 sq.ft.** as mentioned in the documents (along with only the fixed furniture, fixtures and fittings if any, installed (other than movable items therein, and car parking if available) situated at **Office No. 18, Sarda Sankul, 2nd floor, M G Road, Nashik** (hereinafter referred to as "the said premises").

**MINIMUM RESERVED PRICE – Rs. 2,38,78,000/- (Rs. Two Crore thirty eight lakh seventy eight thousand Only).**

**Tender Deposit – Rs. 4,77,560/- (Rupees Four Lakh seventy seven thousand five hundred sixty only).**

**Documents of the property available with the Seller :-**

- 1) Approved copy of Completion Certificate
- 2) Property Card
- 3) Original Receipts payment of Rs. 382500/-
- 4) Share Certificate
- 5) Registered Agreement for Sale
- 6) Original Agreement between Janak Construction and Basitram
- 7) Original agreement between Sarda Construction and Unit Trust of India
- 8) Deed of Indemnity
- 9) Approved Copy of Second Floor Plan

## **1. BACKGROUND**

The Specified Undertaking of Unit Trust of India (SUUTI) is a Statutory Authority, which came into existence with effect from 1<sup>st</sup> February, 2003 on passing of The Unit Trust of India (Transfer of Undertaking and Repeal) Act 2002, which was Gazetted by the Central Government on 18<sup>th</sup> December, 2002.

As per the provisions of the Repeal Act, the Trust has been bifurcated in to two entities namely (i) the Administrator of the Specified Undertaking of the Unit Trust of India and (ii). UTI Trustee Company Private Limited.

Further as per the provisions of the Repeal Act, the Management of the Schemes and the premises which were held by erstwhile Unit Trust of India stood transferred to and vested with the Administrator of the Specified Undertaking of the Unit Trust of

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India, with effect from 1st February 2003. The ownership of the premises is thus held by The Administrator, of the Specified Undertaking of the Unit Trust of India (SUUTI).

On issue of Gazette Notification dated 15/01/2003, the said premises is transferred and vested with the Administrator of the Specified Undertaking of the Unit Trust of India (SUUTI) in terms of Unit Trust of India (Transfer of Undertaking and Repeal) Act, 2002 from 01/02/2003. Accordingly, the Administrator is the absolute owner and in possession of the said premises and have the absolute right to sell the said premises.

- 1.1 On behalf of the Administrator of the Specified Undertaking of the Unit Trust of India (henceforth referred to as “**Seller**”), UTI Infrastructure Technology And Services Ltd., (UTIITSL) (henceforth referred to as “**Agency**”), would assist the Seller in connection with the sale of the SUUTI properties, through an e-auction platform on “as-is-where-is basis” and on “as is what is basis” and on “as is where is condition” and on “no complaint basis”.
- 1.2 This Tender Document is neither an agreement nor an offer by the Seller to the prospective Bidders or any other person. Vide this Tender Document it is not possible for the Seller and the Agency to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources before submitting a bid.
- 1.3 Information provided in this Tender Document to the Bidder(s) has been collated from several sources some of which may depend upon interpretation of applicable law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete.
- 1.4 The Seller / Agency make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations, principles of restitution or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way from participation in this e-auction process.

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- 1.5 The Seller / Agency may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, process or assumptions contained in this Tender Document.
- 1.6 The issue of this Tender Document does not imply that the Seller/ Agency is bound to select a Bidder, Eligible Bidder or Successful Bidder. The Seller/ Agency reserve the right (without incurring any liability) to reject all or any of the Bidders or bids at its discretion and the decision of the Seller shall be final and binding on all the Bidders.
- 1.7 Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, if any, which may be required by the Seller or any other costs incurred in connection with or relating to its bid including EMD and all other costs associated with bidding process and if declared successful by the Seller then the costs associated with the transfer of the property.
- 1.8 M/s. e- Procurement Technologies Ltd (Auction Tiger), (“**E-Auction Service Provider**”) has been appointed as the E-Auction Service Provider. The sale of the Properties will be on an “as-is-where-is basis” and on “as is what is basis” and on “as is where is condition” and on “no complaint basis” and shall be undertaken by the Agency for and on behalf of the Seller through an e-auction platform provided on the website portal of the E-Auction Service Provider (“**Platform**”). Other details with respect to the e-auction are as follows:

Type of Bid	E-Auction
Seller	The Administrator of the Specified Undertaking of Unit Trust of India
The Agency	<p>UTI Infrastructure Technology And Services Ltd.,          UTI Tower, Gn Block, Ground Floor,          Bandra Kurla Complex, Bandra (East),          Mumbai – 400051</p> <p><u>Contact Person:</u>          Ms. Archana Barve – AVP          Mr. Prasad Vengurlekar - DM          Landline Nos: 022-26547610/ 26547612/ 26547600          e-mail id: archana.barve@utiitsl.com          Website: www. <a href="http://www.utiitsl.com">www.utiitsl.com</a></p> <p>(Hereinafter referred to as “<b>the Agency</b>”)</p>

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Name of E-Auction Service Provider	M/s. e- Procurement Technologies Ltd (Auction Tiger), <b>Contact Person: Mr. Vijay Shetty</b> <b>Mobile No. +91- 9619002431</b> <b>Help Line No. +91-79-61200594 / 598 / 587 / 554 / 559,</b>  Help Line Email ID: <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a> / <a href="mailto:vijay.shetty@auctiontiger.net">vijay.shetty@auctiontiger.net</a>  Hereinafter called “E-Auction Service Provider”
Website of the E-Auction Service Provider	<a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>
Annexures	<ol style="list-style-type: none"> <li>1. Annexure I – Notice of Sale.</li> <li>2. Annexure II - Online Form</li> <li>3. Annexure III - Declaration by the Bidder,</li> <li>4. Annexure IV - Technical Terms and Conditions of e-Auction</li> <li>5. Annexure V – Steps for online bidding process.</li> <li>6. Annexure IV – Tender Document</li> </ol> <p><b>Instruction:</b> The Bidder will be required to take a print- out of all the above Annexure/ form/ document to be filled. This Annexure/form is required to be duly filled in by the Bidder, and it is mandatory for the Bidder to sign on all the pages of the filled up Annexure/form. Thereafter the Annexure/form/Document would be scanned and uploaded on the e-Auction Platform website before the last date of submission of tenders.</p>
Special Instructions	<p><b><u>This bidding is a serious matter and last minute bidding may lead to mistake or lapses.</u></b> The bidder is to carefully understand the process by going through the instructions and understand the process before initiating the bid process. Neither the E-Auction Service Provider nor the Agency nor the Seller will be responsible for any lapses / failure on the part of the Bidder.</p>

1.9 All terms and conditions with respect to the sale of the Properties shall be governed by the directions of the Administrator of the Specified Undertaking of Unit Trust of India.

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1.10 The Annexure/s to this Tender Document shall form an integral part of this Tender Document and this Tender Document shall always be read in conjunction with the Annexure/s thereto.

1.11 The available documents relating to the Properties shall be available on the website [www.suutiproperty.com](http://www.suutiproperty.com)

## 2. TERMS AND CONDITIONS OF THE E-AUCTION

The sale of the Properties mentioned in this Tender Document and the “**Notice of Sale**” dated 24.08.2019, shall be subject to the conditions set out in this document and in the Annexure/s.

### 2.1 Nature and Object of the e-Auction

- (a) The online e-auction sale is with the object of facilitating a free, fair and transparent sale of the Properties.
- (b) The Notice of Sale will contain the details of e-Auction, the date and time of e-Auction etc.  
All conditions of sale of the Properties shall be governed by the directions of the Administrator of the Specified Undertaking of Unit Trust of India.

### 2.2 Caution to the Bidders

- (a) The Properties are being sold on an “as is where is basis” and “as is what is basis” and “as is where is condition” and on “no complaint basis”.
- (b) Bidders are advised to go through all the terms and conditions of sale given in this Tender Document and also in the Notice of Sale before participating in the online bidding/auction.
- (c) The e-auction shall entitle the Successful Bidder to all the rights of the incumbent holder in respect of the Properties.
- (d) The details of the Properties as stated in the Notice of Sale and under this Tender Document and available documents are as per the details available with the Seller. The property is being sold with all the existing and future encumbrances whether known or unknown to the Seller/ Agency.
- (e) Bidders are advised / cautioned to satisfy themselves regarding the nature, description, condition, encumbrance, statutory dues, etc if any over the property before submitting their bids.
- (f) Absence of any documents shall not bind the Seller / Agency in any respect whatsoever with regards to the sale of the property(ies).
- (g) After submitting the bid no objection from the purchaser on any account would be entertained.

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### 2.3 Inspection of the Properties/ Buyers Beware

- a) Bidders are requested to inspect the Properties including the area of the Properties and satisfy themselves regarding the area, physical nature, condition, extent etc., of the Properties prior to submission of their online bids. All costs incurred in connection with such inspection shall be borne by the Bidders. Further, the area of the Property/ies in the title deeds shall prevail over what has been presented in the Notice of Sale or this Tender Documents/ relevant available documents as displayed and the property /documents must be inspected and verified by the Bidders before participating in the e-auction.
- b) Bidders are advised / cautioned to verify with the sub-registrar's office/ Municipal Authority, Development Authority, Improvement Trust or any other Municipal body and also from the office of the Collector, Office of the Registrar of Stamps and Assurances and any other agencies having such records, as well as obtain and analyze the revenue records with respect to the Properties and to satisfy themselves regarding the existence, title, nature, description, condition, existing encumbrances, if any, etc., over the Properties before submitting their bids.
- c) Bidders are bound by the principle of caveat emptor (buyer beware).
- d) Bidders are requested to submit their bids only after conducting their own independent due diligence exercise with respect to the title to the Properties.
- e) Once the bidder submits the bid it shall be construed as acceptance to all the provisions of the Notice of Sale, website notifications, terms and conditions of the tender document, and the acceptance of the title and other documents regarding the property put to sale.
- f) Property can be inspected on the date(s) given in the Notice of Sale released in newspaper on 24/08/2019.
- g) The scanned copy of the available documents could be viewed on the designated website [www.suutiproperty.com](http://www.suutiproperty.com), where the documents could be accessed. Except these displayed documents, there are no other documents available with the Seller/Agency

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## 2.4 Submission of the Online Bid Form

- a) The auction shall be conducted through the process of an e-auction facilitated by the Agency. The Agency/ E-Auction Service Provider shall inform the Bidders *via* phone/ email of the procedure for obtaining access to the Platform for the purposes of uploading necessary forms and documents and submitting bids.
- b) Each intending bidder shall, pursuant to gaining access to the Platform, provide such details as may be required by the E-Auction Service Provider.
- c) Thereafter, the Bidders would be required to upload the following documents:
  - (i) Individual Bidders or Bidders in the nature of Hindu undivided families (“**HUFs**”) would be required to upload the following:
    1. Copy of the valid passport or voter’s ID or valid driving license or Aadhar card or photo identity card issued by Government/ PSU; and
    2. Copy of the permanent account number (“**PAN**”) card.

It is clarified that in the case of an HUF, the karta of the HUF would have to upload his own passport/ voter ID/ driving license/ Aadhar card/photo identity card issued by Govt. / PSU.

- (ii) Non-Resident Indian(s) would be required to upload the following documents:
  1. their passport and residence visa copies duly attested by foreign offices or notary public or the Indian embassy; and
  2. a copy of the PAN card and in case the copy of the PAN card.
- (iii) Proprietary concerns shall upload any two documents evidencing the identity and address proof of the proprietor and proprietorship concern. The proprietor should also provide a copy of the permanent account number (“**PAN**”) card.
- (iv) Partnership firms and limited liability partnerships shall be required to upload any two documents providing the identity and address proof of the partnership or limited liability partnership, as applicable, any 2 (two) documents evidencing the identity and address proof of the partner authorized to act on behalf of the partnership or limited liability partnership, as the case may be, and the following documents:

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1. Registration certificate or incorporation certificate, if any, as applicable;
2. Registered Partnership deed or Limited Liability partnership agreement, as applicable;
3. Copy of the resolution passed by the partners or any valid document evidencing authority of the designated partner to transact on behalf of the firm;
4. Copy of the permanent account number (“PAN”) card of the partnership firm/ limited liability partnership.

(v) Companies shall be required to upload any two documents evidencing the identity and address proof of the company and the following documents:

1. Certificate of incorporation;
2. A resolution from the Shareholders/ Board of Directors granted to its officials to transact on its behalf with respect to the matters contemplated herein; and
3. Copy of the permanent account number (“PAN”) card.

It is clarified **no** power of attorney would be accepted and the person authorized to act on behalf of a company must be so authorized only by means of a resolution of the board or shareholders of the company.

- d) Wherever the particulars do not match with the identity proofs submitted by the bidders the bidder/s have to submit an affidavit/ indemnity.
- e) Upon uploading the relevant documents in accordance with Clause 2.4(c) above, the intending bidders are required to fill up the Bid form as per the format prescribed in **Annexure II (“Bid Form”)** with respect to each Property for which the intending bidder proposes to submit a bid and take a print out of the filled form, sign the same and thereafter upload it on the Platform along with (i) **Annexure I** (Notice of Sale); (ii) a scanned copy of duly signed declaration as per the format set out in **Annexure III (Declaration by the Bidder)**, (iii) a scanned copy of signed **Annexure IV** (Technical Terms and Conditions of e-Auction), (iv) a scanned copy of signed **Annexure V (Steps for online bidding process)**, (v) a scanned copy of duly filled and signed **Annexure VI (Tender Document)** on or before the last date and time given in the Notice of Sale/Tender Document. (vi) Payment Challan - The intending bidder would also be required to make payment of the Tender Deposit in accordance with Clause 2.6 prior to uploading the Bid Form. Copy of the RTGS/ NEFT challan also is to be uploaded along with the above mentioned forms. If any of the said documents

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duly signed on all the pages are not uploaded on the site the bid will be summarily rejected.

- f) The Online Form should be duly filled in with all the relevant details.
- g) All the terms and conditions mentioned/ stated in the tender document w.r.t. the deposit of EMD, submission of documents etc. shall be adhered to.

Bidders can participate in the e-auction from anywhere. Therefore, any intending Bidder who is an individual/Non-Resident Indian or Karta of HUF, shall participate in the e-auction on his own behalf and shall not be allowed to participate in the e-auction through any third party such as an authorised agent/ representative.

All the terms and conditions mentioned/ stated in the tender document w.r.t. the deposit of EMD, submission of documents etc. shall be adhered to.

## 2.5 Online Bidding

- (a) Bidding will be through the e-Auction Platform.
- (b) Bidders are cautioned to be careful while entering their bid amount.
- (c) The Seller / Agency / Service Provider shall **not** have any liability towards Bidders for any interruption or delay in access to the Platform irrespective of the cause, issues relating to the Platform, failure of internet connection, server problems, etc.
- (d) Any dispute arising out of the e-auction sale of the Properties shall be decided by the Seller, whose decision shall be final and binding.
- (e) The Intending bidders may avail online training/ demonstration on the e-auction process from the E-Auction Service Provider.

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## 2.6 Tender Deposit fee and intimation of Eligible Bidders

- (a) The non-interest bearing Tender Deposit to be paid by the Bidder prior to uploading the Online Form shall be an amount equivalent to 2% (Two per cent) of the Reserve Price (“**Tender Deposit**”). The Tender Deposit shall be submitted in accordance with the timelines set out in Clause 3.2 and shall be paid through RTGS/ NEFT to the account number provided below:

<b>Account Number</b>	:	<b>004010200056911</b>
<b>Beneficiary Name</b>	:	<b>Unit Trust of India - Collection</b>
<b>Bank Name</b>	:	<b>Axis Bank,</b>
<b>Branch</b>	:	<b>Fort Branch</b>
<b>IFSC Code</b>	:	<b>UTIB0000004</b>

The details of any remittances made in this regard shall be entered in the Online Form submitted by the Bidder. The interested bidders may give offers either for one or more than one properties. Each bid shall be accompanied by separate Tender Deposit and separate documents.

- (b) Bidders shall not disclose remittance details of Tender Deposit, UTR Code, etc. to anyone else, to safeguard its secrecy.
- (c) Bidders shall preserve the remittance challan and shall produce the same as and when demanded.
- (d) All details regarding remittance of the Tender Deposit shall be entered in the Online Form. Incomplete/unsigned Online Forms without Tender Deposit remittance details will be rejected and there will be no further correspondence on this issue.
- (e) EMD and other amounts paid by the Bidders/ Eligible Bidders/ Successful Bidder are liable to forfeiture in case of any default or misrepresentation or submission of wrong information on the part of the Bidder/ Eligible Bidders/ Successful Bidder.
- (f) All the payments made by the Bidder/ Eligible Bidders/ Successful Bidder under the e-auction shall be intimated to the Agency at UTI Infrastructure Technology And Services Ltd., UTI Tower, GN Block, Bandra Kurla Complex, Bandra (E), Mumbai (email id: [archana.barve@utiitsl.com](mailto:archana.barve@utiitsl.com)) immediately.
- (g) The Agency shall (i) verify the details mentioned in the Online Forms on the basis of the documents uploaded pursuant to Clause 2.4(c) and Clause 2.4(d); and (ii) ascertain submission of the Tender Deposit.. Pursuant to such verification, the Agency shall notify the Bidders (via email or SMS) regarding their eligibility to participate in the e-auction for the Property(ies) and such

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Bidders shall hereinafter be referred to as the “**Eligible Bidders**”. It is clarified that an Eligible Bidder shall be entitled to submit a bid only with respect to the Property(ies) for which he has submitted the Bid Form and in respect of which he has paid the Tender Deposit..

- (h) The Seller shall have the right to reject the bidder in the event that any of the documents uploaded on the Platform pursuant to Clause 2.4(c) and Clause 2.4(d) is found to be incorrect or in the event that the Agency/ the Seller has, pursuant to its verification of such documents, discovered any misrepresentation on the part of the Bidder.
- (i) In case of failure to participate in e-Bidding the Tender Deposit shall be forfeited, and no claim of any nature whatsoever, would be entertained in this matter. However, if the auction is adjourned for any reason by the Seller, the bidders are entitled to participate in the re-bid / re-e Auction.

## 2.7 **Reserve Price and Bid Multiplier**

The Reserve Price for each Property shall be as mentioned above

Minimum offer amount cannot be less than the said Reserve Price

The bids shall be in multiples of 1% (one per cent) of the reserve price and the Eligible Bidders shall increase their bids in multiplies of 1% (one per cent) of the reserve price.

## 2.8 **Duration of Auction sale**

- (a) The auction will be conducted via an electronic auction platform.
- (b) Online e-auction sale will commence and be carried out as per the timelines set out in clause 3.2.
- (c) The e-Auction shall commence strictly at the scheduled time and at a price equal to reserve price. Auction/bidding time will initially be for a period of 1 (one) hour and the closing time of the auction is system controlled; the time will get automatically extended by 5 (five) minutes if any bid is received during the last 5 (five) minutes, i.e. while an active bid is in process and kept open till the auction-sale concludes.
- (d) If any market-leading bid (bid higher than the highest at the point in time) is received within the last 5 (five) minutes of closing time, the bidding time will be extended automatically by 5 (five) minutes and if no bid higher than last quoted

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highest bid is received within the said extended 5 (five) minutes, the auction sale will automatically get closed at the expiry of the extended 5 (five) minute period. There will thus be an extension of bidding-time, each of 5 (five) minutes duration, till auction is concluded.

- (e) Eligible Bidders are advised to enter their bid accordingly keeping in mind the 5 (five) minute duration as specified above.
- (f) No complaint on the time-factor for bidding or paucity of time for bidding will be entertained by the Agency and/ or the Seller.

## 2.9 Intimation to the Successful Bidder

The Highest bidder will be declared subject to approval from the Seller.

After the conclusion of the e-auction for each Property, the Eligible Bidder submitting the highest bid (“Successful Bidder”) shall be informed through a message generated automatically by the E-Auction Platform, of the outcome of the e-auction.

After approval from the Seller a separate intimation would be sent to the Successful Bidder **via e-mail (“Intimation”)** and the results of the e-auction would also be displayed on the website of the e-auction Platform. The Platform shall also generate an auction outcome report for each Property which will be sent to the Agency and the Seller. Date of sending the e-mail after due approvals will be considered as the date of receipt of the Intimation i.e. Date of Intimation.

## 2.10 Deposit of the purchase price and verification of Documents

- (a) The Successful Bidder should pay 10% (Ten per cent.) of the bid amount (inclusive of the Tender Deposit amount) within 7 (seven) days from the date of the Intimation from the Seller.
- (b) The balance amount of 90% (Ninety per cent.) of the bid amount shall be paid by the Successful Bidder within Eight weeks from the date of payment of EMD.
- (c) All the payments of the bid amount made by the Successful Bidders shall be made through RTGS/ NEFT to the Account number mentioned in Clause 2.6(a) above, and shall be intimated to the Agency immediately together with the Tender No., UTR No., and a challan copy relating to the said payment.
- (d) If any amount required to be paid by the Successful Bidder is not paid within the

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specified time, all amounts paid by the Successful Bidder (inclusive of the EMD) shall be liable for forfeiture.

- (e) The Successful Bidders would be required to provide the Agency / Seller, at any time within a period of 10 (Ten) days from the date of the Intimation, originals of all the documents whose copies they have uploaded under Clause 2.4(c) and Clause 2.4(d) above for verification purposes.

### 2.11 Default /Delay in Payment

Default of payment of the bid amounts within the stipulated time shall result in an automatic cancellation of the sale without any notice and all amounts paid until then by the Successful Bidder (inclusive of the Tender Deposit/ EMD), shall be liable for forfeiture. The Seller also reserves the right to levy interest on delayed payment as per their discretion.

### 2.12 Payment of Stamp Duty, etc.

- (a) The sale attracts stamp duty, registration charges, etc. as per relevant laws.
- (b) The Stamp duty and registration charges, payable in respect of the transaction through this Tender and/or Sale Deed and/or other documents shall be borne and paid by the Successful Bidder alone. The transfer charges, Advocate fees, etc. and any associated charges, for transfer of the Property in his / her name would be borne by the Successful Bidder.
- (c) The Transfer Fees or transfer premium and any other charges or contributions or outgo and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable for transfer of the above mentioned premises to Society or to any entity /authorities, person etc. whosoever it may be shall be the sole responsibility of Successful Bidder only.
- (d) The successful bidder has to arrange documents like PAN for the registration or transfer of the property. Any delay in this submission would be the responsibility of the bidder and would not alter the timelines. The bidder should enquire with the Registrar of Stamps the documents required for registration and transfer of the property and be ready with the same. After receipt of approved draft of Sale Deed for Registration from the Agency/Seller, it would be the responsibility of the Bidder to arrange for an appointment with the Sub-Registry office for completion of the formalities of Registration process and intimate the date and time of Registration to the Agency/Seller in advance so that they may depute their Authorized Signatory to be present for the Registration of the Sale Deed. All costs in this respect would be borne by the Bidder.

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- (e) All the outgoing and other expenses will be borne by the Successful Bidder from the date of handing over of possession of the flat or conclusion of the sale transaction, whichever is earlier. Any expenditure /expenses prior to the said date of possession will be borne by the Seller.

### 2.13 Return of the EMD

The Tender Deposit of the unsuccessful Bidders will be returned, without any interest through NEFT/RTGS to the same bank account from which the Tender Deposit was received and intimated via their e-mail ID.

If the e-Auction process is stopped/ deferred/ postponed/ cancelled, by the Seller for any reason whatsoever and at any time, the Tender Deposit /EMD remitted by the bidders will be refunded without any interest, to the bidders through RTGS/ NEFT to the same bank account from which the amounts were received and intimated via their e-mail ID.

### 2.14 Stay/Cancellation of the Sale

- (a) In case the sale is postponed/ cancelled for whatsoever reason, the bidders shall have no right to claim damages, compensation or cost for such postponement or cancellation.
- (b) Default in payments of the bid amount by the Successful Bidder within the time lines may result in cancellation of sale including possible forfeiture of the EMD amount. The decision of the Seller will be final in this matter.
- (c) In case the Successful Bidder has paid the EMD amount but fails to pay the remaining balance of 90% (Ninety per cent.) of the bid amount within the time period as stipulated in this tender document then it may result in cancellation of sale and the entire amount paid by the Successful Bidder (including EMD amount) may be forfeited. The decision of the Seller will be final in this matter.
- (d) The Seller shall also have the right to postpone/ cancel / extend the time of the process for the sale of the Properties, for reasons to be recorded. In case of adjournment of sale for any reason, no fresh notice of sale will be given. However, the new date of sale will be informed through e-mail and/or notified on the website of the Agency and the adjournment dates and time for submission of tenders will also be available on the website of the Agency. Any

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extension in time for completing the sale formalities will be at the sole discretion of the Seller.

**2.15 Delivery of Title Documents & Possession of the premises.**

- (a) The Seller shall ensure that the documents related to the property available with the seller are handed over to the Successful Bidder on execution and registration of the Sale Deed.
- (b) After the sale deed is registered under applicable laws, the Successful Bidder will be given physical possession of the Property.
- (c) The highest bidder shall not have any right/title over the property until the sale is confirmed in his favour.
- (d) All expenses and incidental charges with regard to registration and any other matter thereto shall be borne by the Successful Bidder only.

**2.16 Other Conditions**

- (a) No officer or other person having any duty to perform in connection with any sale, either directly or indirectly, can bid for, acquire or attempt to acquire any interest in the Properties sold.
- (b) No counter-offer/conditions by the Bidder, Eligible Bidder and/or Successful Bidder will be entertained.
- (c) The Seller shall have liberty to amend/ modify/ delete any of the conditions of the Tender Document or Notice of Sale as may be deemed necessary in the light of facts and circumstances of each case.
- (d) The Seller shall have the right to accept or reject all or any bid or bids as well as to postpone or cancel the sale for reasons known to the seller.
- (e) Bidders shall be deemed to have read and understood all the conditions of sale, the Tender Document, the Order, the Notice of Sale and any other intimation either sent to them or made available on the website and are bound by the same.
- (f) The above terms and conditions are general in nature, subject to change and are in addition to other specific conditions given in the Tender Document and Notice of Sale.
- (g) Bidders are advised to preserve all the documents pertaining to other Tender deposit/ payments made by it and also a copy of the terms and conditions of the Online Form downloaded from the portal and other document uploaded by them on the Platform for future reference.
- (h) The bidders are requested to regularly visit the website, of the Agency for any corrigendum/ amendments/ clarifications/ extension/ changes regarding this tender as uploaded on the said website which will be binding on the bidders.

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### 3. E – AUCTION SCHEDULE

3.1 Description of the Properties, Reserve Price and EMD would be available on the websites as mentioned above and the intending bidder can participate in the e-auction process after completing bidder registration process.

3.2 **Timelines :-** The schedule of the e-auction process pursuant to this Tender Document may be as per the estimated timelines specified below, subject to the change by the seller/ agency:

ACTIVITY	LAST DATE
Issuance of Tender Document	24.08.2019
Uploading of documents by bidder specified in Clause 2.4(c) and Clause 2.4(d) and payment of Tender Deposit	16.09.2019
Commencement of e-Auction process	20.09.2019 (3 pm to 4 pm)
Completion of e-Auction process	20.09.2019
Intimation to the Successful Bidder	Upon Intimation
Payment of 10% of the bid amount by the Successful Bidder	Within 7 days from the date of intimation by Agency
Payment of balance 90% bid amount by the Successful Bidders	Within Eight weeks from the date of payment of EMD.
Validity of the offer	100 days from the date of e-auction (subject to extension by the Seller)

*\*The bidders may check for any changes in the above mentioned timelines.*

3.3 All intending Bidder/ Bidders are advised to:

- (a) Comply with all the prevailing laws of land, regulations, and rules, as applicable for purchase of property in India.
- (b) Inspect the Properties and satisfy themselves before taking part in the e-auction and filling the Online Form.
- (c) Make their own independent enquiries regarding the encumbrances, title of Property(ies)/ details on subsequent possession and transfer of the properties put on auction and claims/rights/dues, etc., in respect of the Property(ies), prior to submitting their Tender Deposit/ bid on the e-auction platform.

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- (d) Carefully read the terms and conditions of sale in the tender document and Annexures, before submitting their bids.
- (e) Make the bid and all communications in relation to or concerning the Tender Document and the bid, in the English language.
- (f) Bear all of their own costs associated with the preparation of their bids and their participation in the e-auction process and of subsequent possession and transfer if found successful.

### 3.4 Verification of information by the Bidders

It shall be deemed that by participating in the e-auction process, the Bidder has:

- (a) made a complete and careful examination of the Tender Document and Notice of Sale and unconditionally and irrevocably accepted the terms thereof;
- (b) reviewed all relevant information provided by the Agency/ the Seller, as may be relevant to the e-auction process;
- (c) satisfied itself about all matters regarding the e-auction process required for submitting an informed bid in accordance with this Tender Document and performance of all of its obligations hereunder;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-auction process or the Properties shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc., from the Seller/ the Agency; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

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### 3.5 Verification and Disqualification

- (a) The Agency/ the Seller reserves the right to obtain and verify (in accordance with the provisions of this Tender Document) all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Agency/ the Seller, make available all such information, evidence and documents as may be necessary for such verification at any point of time. Any such verification or lack of such verification by the Agency/ the Seller shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Agency/ the Seller thereunder.
- (b) Without prejudice to any other right or remedy that may be available to the Agency/ the Seller under this Tender Document, the Seller reserves the right to disqualify the Bidder, cancel the sale and to appropriate the entire EMD and other amounts paid, if:
  - (i) at any time, a misrepresentation on part of the Bidder is made or uncovered;
  - (ii) the Bidder does not provide, within the time specified by the Agency/ the Seller, the supplemental information/ documentation sought by the Agency/ the Seller, or
  - (iii) any act or omission of the Bidder results in violation of or non-compliance with the Tender Document and/ or any other document referred herein or issued pursuant thereto or any applicable law relevant for the e-auction process.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders shall observe the highest standard of ethics during the e-auction process. Notwithstanding anything to the contrary contained herein, the Seller/ the Agency may reject a bid without being liable in any manner whatsoever to the Bidder, Eligible Bidder or the Successful Bidder, as the case may be, if the Seller/ the Agency determines that the Bidder, Eligible Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the e-auction process. In such an event, the Seller/ the Agency shall be entitled to forfeit and appropriate the Tender Deposit/EMD, as damages, without prejudice to any other right or remedy that

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may be available to the Seller/ the Agency under this Tender Document or otherwise.

- 4.2 The Seller will not pay any brokerage in the transaction to the bidder or any agent or representative of the bidder.

For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the e-auction process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Seller/ the Agency who is or has been associated in any manner, directly or indirectly, with the e-auction process or has dealt with matters concerning this Tender Document or arising therefrom, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Seller/ the Agency, shall be deemed to constitute influencing the actions of a person connected with the auction process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, during the auction process or prior to confirmation of the sale, any person in respect of any matter relating to the e-auction process or confirmation of the sale, who at any time has been or is a legal, financial or technical adviser of the Seller/ the Agency in relation to any matter concerning the auction process;
- (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction process;
- (c) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction process;
- (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Seller/ the Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the auction process; (ii) having a conflict of interest; or (iii) violating of any applicable law; and

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- (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the auction process.

**5. MISCELLANEOUS**

5.1 The e-auction process shall be governed by, and construed in accordance with, the laws of India and any dispute arising out of the e-auction sale of the Properties or this Tender Document shall be decided by the Seller, whose decision shall be final and binding.

5.2 The Seller, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) consult with any Bidder in order to receive clarification or further information;
- (b) retain any information and/ or evidence submitted to the Seller/ the Agency by, on behalf of, and/ or in relation to any Bidder; and/ or
- (c) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.3 It shall be deemed that by submitting the bid, the Bidder agrees and releases the Agency/ the Seller, its employees, subsidiaries, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the e-auction process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**5.4 PROPRIETARY DATA**

All documents and other information supplied by a Bidder to the Agency/ the Seller shall remain or become the property of the Agency/ the Seller. It will not return any bid or any information provided by the Bidder.

**6. DISCLAIMER**

6.1 The Agency and the Seller accept no responsibility for the accuracy or otherwise for any statement contained in this Tender Document.

6.2 The Seller/ the Agency also accepts no liability of any nature whether resulting from

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negligence or otherwise howsoever caused, arising from reliance of any Bidder upon the statements contained in this Tender Document.

- 6.3 The details of the Properties as stated in the Notice of Sale and under this Tender Document are as per the details as made available with the Seller based on the documents and neither the Seller nor the Agency (UTIITSL) shall, in any way, be responsible for any variation in the extent of the Properties due to any reason.

## **7. Other Terms and Conditions:-**

- 7.1 I / We am / are aware that the bid is a lump sum bid for the sale of the premises on “as-is-where-is basis” and “as is what is basis” and “as is where is condition” and “no complaint basis” .
- 7.2 I/ we am/ are aware that the Seller is not bound to accept the highest or any Tender and will not be required to give any reason for rejecting any Tender. I/ we are also aware that in case my/our offer is not as per the price decided by the Seller, the Seller may reject my/ our offer even if I/ we are the highest bidders.
- 7.3 In all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and the Administrator concerning and/or relating thereto and/or relating to the above mentioned premises Civil Courts in Mumbai shall have exclusive jurisdiction.
- 7.4 The Prospective bidders can take inspection of all the available documents pertaining to the said property from the website [www.suutiproperty.com](http://www.suutiproperty.com). The Tenderer can verify himself about permission / N.O.C. / consent if any to be obtained from any person / persons or Government or Semi-Government or local authorities for completion of sale or about any negative covenant including user of the property or covenant running with lands or by restrictive covenant relating to the property. The Tenderer can make all enquiries with all concerned persons and all authorities and the Tenderer should submit the tender only after satisfying himself about the rights of the Seller and possibility of the completion of sale. The Tenderer shall not be entitled to raise any objection or requisition or dispute whatsoever after the tender is deposited.
- 7.5 I/ we am/ are aware that contents mentioned in the brief/ photographs/ layout drawings/ specifications etc., if any enclosed with this Tender form, are for the reference of the Bidders and these are not to be taken as precise details.
- 7.6 I/ we am/ are aware that wherever the car parking (whether covered / under stilts or open) is available as per records, the same would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed.
- 7.7 The Tender document should not be changed or corrected in any manner. It is to be clarified that only the conditions as appearing in the original will be treated as valid. For checking, the form used by the bidder, will be confirmed with the original available with UTIITSL, UTI Tower, Gn Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051. If there are any changes / corrections the form will be considered invalid.

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- 7.8 By submitting this bid the purchaser indemnifies Seller/ Agency for any of the consequences arising out of non availability of any of the requisite permissions/NOC /any other statutory permission whatsoever required for completing sale transaction pertaining to the premises. The purchaser also indemnifies seller for any of the consequences arising out of non compliance of any of the conditions laid by the statute for bidder or their representatives/ officials in carrying out completion of sale transaction pertaining to the premises .
- 7.9 I/We have signed all the pages of the tender documents having confirmed/ accepted the terms and conditions as stated therein.
- 7.10 We are aware that all the payments are to be made in favour of **“The Administrator of the Specified Undertaking of the Unit Trust of India”** by NEFT/RTGS to the account as mentioned in this tender document.
- 7.11 If at any time the performance in whole or in part by either party of any obligation of the terms and conditions of this tender is prevented or delayed by (a) restriction on the sale of the property imposed by any statutory authority and / or by reason of any delay in obtaining requisite permission/N.O.C. from the concerned authority and or (b) any Government or order of authorized official and or (c) due to any Force Majeure Event, provided notice of the happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof, the agreement shall be terminated and neither party shall have any claim for damages or any relief against the other in respect of the non-performance of this agreement.
- 7.12 Each party shall bear its costs and losses arising out of and/ or on account of such force majeure.
- 7.13 The advertisement released in this context will form part of the Contract. Any modification, amendments, changes, corrigendum will be available at the website [www.suutiproperty.com](http://www.suutiproperty.com) or [www.utiitsl.com](http://www.utiitsl.com)
- 7.14 I / We am/are aware that the area, the measurement, structural stability, fire safety and the other parameters given in the tender are indicative only, and I / We have submitted the tender after verifying and satisfying myself/ ourselves of the same and that I/ We shall not be entitled to raise any questions or objections of any nature whatsoever.

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7.15 I / We confirm having fully inspected the property and photocopies of available documents and have made all enquiries from the Society, Municipal and other local authorities concerned.

I/ We hereby confirm that, all the terms and conditions specified in this Tender Document are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate blank places and if this Tender form is incomplete in any respect on my/our part then the same may be rejected fully.

Thanking you,  
Yours Truly,

No.	Name of Tenderer	Pan No. of Tenderer	Signature of Tenderer
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2			
3			
4			

Address of the Tenderer : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date : \_\_\_\_\_

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