



Request for Proposal for Sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road,  
Andheri (W), Mumbai on freehold basis

# MAHANAGAR TELEPHONE NIGAM LIMITED (MTNL)



## E-Auction Notice

MTNL/Mumbai/DM (L&B-2)/70/2021-11-17/17714/E-Auction -Oshiwara Flats

Event Ref : MSTC/NRO/MAHANAGAR TELEPHONE NIGAM LIMITED/1/DELHI/21-22/21953

18-11-2021

**Sale of MTNL residential units situated at  
Raheja Classique, Oshiwara, Link Road,  
Andheri (W), Mumbai on freehold basis**



Request for Proposal for Sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road, Andheri (W), Mumbai on freehold basis

**Request for Proposal for sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road, Andheri (W), Mumbai on freehold basis**

1. Important Information:

<b>MTNLTENDER DETAILS</b>		
1	Auction Ref. No	<b>MSTC/NRO/MAHANAGAR TELEPHONE NIGAM LIMITED/1/DELHI/21-22/21953 Dated 18-11-2021</b>
2	Date of Publishing of Tender	<b>18/11/2021</b>
3	Date of Pre-Bid Meeting	<b>03/12/2021 (12:00 Hrs)</b>
4	Last date of submission of queries through mail	<b>06/12/2021 (17:00 Hrs)</b>
5	Last Date of reply to queries and uploading of amendments, if any, to e-tender site	<b>13/12/2021 (17:00 Hrs)</b>
6	Date and Time of e-Auction	<b>14/12/2021 At 12:00 hrs.</b>
7	Earnest Money Deposit (EMD)	<b>Refer Clause 2.2</b>



### **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to as “Bid”) document or subsequently provided to the Bidders, is subject to the terms and conditions set out in the instant Bid document.

The purpose of this Bid document is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This Bid document does not purport to contain all the information for all the persons, and it is not possible for MTNL, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Bid document. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this Bid document and where necessary obtain independent advice from appropriate sources. MTNL, their employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the Bid document.

This RFP document is not an agreement and is neither an offer nor invitation by MTNL to the prospective Bidders or any other person.

MTNL may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.

Definition –

**MTNL** – wherever it appears, it refers to Mahanagar Telephone Nigam Limited (MTNL)

**OWNER** – wherever it appears, it refers to Mahanagar Telephone Nigam Limited (MTNL)

**DIPAM** -wherever it appears, it refers to Department of Investment and Public Asset Management – Departments under the Ministry of Finance, Government of India supervising the sale / Asset Monetization

**MSTC Ltd** - wherever it appears, it refers to MSTC Ltd CPSE under the administrative control of the Ministry of Steel, Government of India- -e Auction Service provider for MTNL/ DIPAM.

**PROPERTY** - wherever it appears – refers to the respective residential unit(s), from the list of units (flat nos.) provided in clause 6.10.3 for which the Bidder intends to submit its bid as per the terms of this E-Auction Notice.

**IMG:** Inter Ministerial Group

**RFP:** Request for Proposal

**Gol:** Government of India



## 1. Auction Methodology

### 1.1. Conduct of the Auction – Forward e-Auction

The e-auction (online auction) will be conducted through internet using the web browsing software, Internet Explorer version 10 and above. The Bidders are required to obtain at least 1 (one) Digital Signature Certificate (DSC) for its Authorized Persons issued by any valid Certifying Authority approved by Controller of Certifying Authority in India which is mandatory for accessing the Electronic Auction System (EAS). More details about the licensed Certifying Authorities (CAs) are available on [www.cca.gov.in](http://www.cca.gov.in).

### 1.2. Forward Auction Process –

- 1.2.1. The details of the properties such as the location, dimension, lease type, dues (if any) etc. put for auction are defined in sub-Clause of 6.10.
- 1.2.2. Auction will be done with Pre-bid EMD requirement.
- 1.2.3. Start price or floor price is defined as the price from which the bidding starts.
- 1.2.4. Interested Bidders would be required to register with MSTC e-Auction portal for DIPAM Asset Monetization.
- 1.2.5. Bidder in order to participate in Forward Auction will pay the pre-bid amount as specified for the Property in which the Bidder wishes to participate. MSTC has developed a global EMD system, wherein the Bidder can simply make the EMD payment into an online ledger maintained for them exclusively and can then choose to participate in the lot and auction. The Bidder will make this payment through MSTC e-payment gateway to MSTC at least one day prior to the scheduled day of auction. On the day of the auction, such Bidders will then be given an option to participate by taking part in e-auction. In the e-Auction Bidder can revise his bid multiple time albeit only incrementally.
- 1.2.6. Auction process: It is single parameter incremental bid process wherein the Bidders are shown the details of the lot and applicable taxes (if any). Initially there is a 4 hours duration for which the auction is scheduled. At the time of starting of the auction, Bidders are shown the start price (Reserve Price). The Bidders then anonymously increase the bid. This process goes on till no new incremental bid is received.
- 1.2.7. AUTO extension: Initially there is a fix duration of **04** hours for which the auction is scheduled. However, there is a concept of auto-extension whereby the auction is extended by a fixed amount of time i.e., 08 minutes, if a valid bid (i.e., bidder greater than the prevailing H1 or highest bid) is received. This process goes on till no new incremental bid is received within the auto-extension period.



**1.2.8.** The Final H1 Bid shall be declared provisionally Successful Bidder. The decision to declare the Final H1 Bid as the Successful Bidder shall be taken only after the approval of IMG.

**1.3. Bidder registration process –**

1.3.1. The prospective Bidders will be required to register themselves with MSTC portal by filling a KYC form.

1.3.2. Registration may be possible as individual person/ company/ LLP/partnerships, Society/Trusts, and funds such as PE funds or REIT funds.

1.3.3. Bidder would be required to submit following KYC document and fee to MSTC to get their login activated.

1.3.3.1. Self-attested Income Tax PAN Card of Individual/Company/LLP/Partnership firm as applicable.

1.3.3.2. Self-attested Income Tax PAN Card of Authorized Representative, in case of government companies or Ministries/Government Departments only.

1.3.3.3. Self-attested Certificate of Registration, Trust Deed and an officially valid document in respect of the person holding a power of attorney to transact on its behalf in case of a Trust.

1.3.3.4. Self-attested Resolution of the managing body of such association or body of individuals and an officially valid document in respect of the person holding an attorney to transact on its behalf in case of a Society;

1.3.3.5. Copy of email confirmation Letter received from MSTC after successful completion of on-line registration and containing Bidder registration details.

1.3.3.6. Cancelled cheque with account details or RTGS Mandate Form duly filled in and verified by Banker. RTGS mandate is available at <https://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=RTGS-Mandate-Form.pdf>

1.3.3.7. A non-refundable registration fee of Rs 1000/- plus applicable GST has to be deposited for registration.

1.3.4. Once the fee is submitted the Bidder has to forward these documents and fee details (like UTR number) to MSTC in the email [mstcnro@mstcindia.co.in](mailto:mstcnro@mstcindia.co.in) and [sdsharma@mstcindia.co.in](mailto:sdsharma@mstcindia.co.in) with the subject "Registration for DIPAM Asset Monetization".



## 2. ASSET AUCTION VALUE & EMD:

2.1. All contracts/transactions entered into by the buyer/Bidder arising out of this e-auction shall be governed by terms and conditions as mentioned in the auction catalogue, with information available on our website,

<https://www.mstcecommerce.com/auctionhome/dipamam/index.jsp>

2.2. ASSEST AUCTION STARTING PRICE AND EMD as follows:

SL No.	Flat No.	Built-up Area (sq. m)	Starting Price (in INR Lacs.)	Pre-Bid EMD (Rs. in Lacs)
1	106	21.99	54.73	5.47
2	303	41.79	104.01	10.40
3	403	41.79	104.01	10.40
4	404	41.79	104.01	10.40
5	409	41.79	104.01	10.40
6	410	41.79	104.01	10.40
7	503	41.79	104.01	10.40
8	504	41.79	104.01	10.40
9	509	41.79	104.01	10.40
10	510	41.79	104.01	10.40
11	603	41.79	104.01	10.40
12	604	41.79	104.01	10.40
13	609	41.79	104.01	10.40
14	610	41.79	104.01	10.40
15	703	41.79	104.01	10.40
16	704	41.79	104.01	10.40
17	709	41.79	104.01	10.40
18	710	41.79	104.01	10.40
19	801	21.00	52.26	5.23
20	802	64.18	159.74	15.97

2.3. For participation in this e-Auction, Pre-bid EMDs as per details above is to be deposited with MSTC Ltd before the close of e-Auction as per the procedure provided in below clause.

2.4. Bidders after successful login will access PAY PRE-BID EMD link at their homepage to make pre-bid EMD payment through RTGS/NEFT. DO NOT PAY PRE-BID EMD BY E-PAYMENT LINK OR THROUGH DD/PO.



**3. PRE-BID EMD PAYMENT METHOD:**

- 3.1.** Credit of Pre-bid EMD shall be given to the Bidder only after receipt of payment in the designated Bank account and after updating of such information in the e-Auction website. This may take some time as per banking process and hence Bidders, in their own interest, are advised to submit the pre-bid EMD amount well in advance to avoid any last-minute problem.
- 3.2.** Pre-Bid EMD must be paid by the Bidder (NEFT/RTGS) through the above stated link only otherwise the pre-bid activation will not work.
- 3.3.** Refund to non-H-1 Bidders as per their online request will be processed from next working day.
- 3.4.** ONLY THOSE PARTIES WHO HAVE DEPOSITED PRE-BID EMD AS ABOVE SHALL BE ALLOWED TO PARTICIPATE IN THE CONCERNED LOTS/PROPERTIES OF THIS e-Auction.
- 3.5.** The Pre-Bid EMD of Successful Bidder will be retained by MSTC Ltd as non-interest-bearing Security Deposit. If IMG approves the sale then this non-interest bearing Security Deposit may be adjusted towards 2nd balance payment to be made by the buyer, i.e., with 75% of bid/sale value to be made as per clause 2.2 of this RFP. In case of non-submission of Sale Consideration within the stipulated time as per e- Auction terms, the Security Deposit of the Successful Bidder/ Successful Buyer will stand forfeited without any further notice.
- 3.6.** Refund to Bidder as per their online request (made through EMD REFUND REQUEST link) will be processed by MSTC Ltd.



#### **4. ELIGIBILITY CRITERIA**

- 4.2 4.1 There are no technical and financial eligibility criteria for participation for this bid. For participation in this e-Auction event, buyer must be registered on MSTC and must have submitted the required Pre-Bid EMD as per Clause 1.3, 2.3 & 2.4 above.

#### **5. GENERAL INFORMATION**

- 5.1. Before commencement of this e-Auction, Bidders may go through the TERMS&CONDITIONS of e-Auction.
- 5.2. In case bidders submit the bid in live e- Auction, it is presumed that the Bidders have accepted all the terms and conditions governing the e-Auction for sale of the PROPERTY.
- 5.3. (AS SOON AS A BIDDER SUBMITS PRE-BID FOR THIS e-Auction, IT WILL BE PRESUMED THAT THE BIDDER HAS ACCEPTED ALL THE TERMS AND CONDITIONS OF THIS e-Auction).
- 5.4. The Bidder/buyer must clearly understand that DIPAM/MTNL/MSTC do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The Bidder/buyer must satisfy himself on all aspects pertaining to the PROPERTY prior to bidding in e-Auction and he will not have any recourse after the submission of the bid on DIPAM/MTNL/MSTC for any deficiency in the documents or title of the PROPERTY. No complaint, whatsoever, in this regard would be entertained after the submission.
- 5.5. The interested Bidders may carry out their own due diligence in respect of the PROPERTY.
- 5.6. The Bidder who submits the bid shall be deemed to have full knowledge of the condition of the PROPERTY the Bidder is interested in, relevant documents, information, etc. whether he/she actually inspects or visits the PROPERTY and verifies regarding it or not. Bidders shall be deemed to have inspected and verified the PROPERTY to their entire satisfaction and for the purpose, Bidders may, in their own interest and at their own cost, verify the area of the PROPERTY and any other relevant information before submitting the Bids.
- 5.7. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the PROPERTY, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal's of the PROPERTY and that the Bidders concurs or otherwise admits the identity of the PROPERTY to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the PROPERTY and their condition.





**6. ELIGIBILITY FOR REGISTRATION WITH MSTC LTD AND PARTICIPATION:**

MTNL's subsidiaries, its directors and the employees involved in the management of this bidding process are not eligible to participate in the e- Auction for Sale of MTNL Real Estate Assets and should not apply for registration as the prospective Bidder. Rest employees of MTNL are allowed.

Any application received from the above referred applicants shall not be considered for Registration.

- 6.1. Only Individual person, Company, LLP/partnerships, Society/Trusts, and funds such as PE funds or REIT funds who are legally competent to enter into contract are eligible.
- 6.2. Registration as buyer may be in sole name. All correspondence by MTNL shall be made in the name of the registered applicant only.
- 6.3. In the category of Institution / Society / Company, documentary proof including latest Annual Report / Memorandum of Association and Articles of Association shall accompany during the registration.
- 6.4. Payments of Sale Consideration are to be made in favour of Mahanagar Telephone Nigam Limited (MTNL) through RTGS/NEFT mode only as per instructions issued at the time of issue of Acceptance letter. Payments to be made in favour of MTNL Ltd will be made through RTGS/NEFT mode only. In any case, cheques of any bank and cheques and Bank Drafts issued by Cooperative Banks will not be accepted by MTNL for any payment.
- 6.5. e-Auction bids are invited for sale of immovable properties of MTNL on *As Is Where Is* and *No Complaint* basis only. It would be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the PROPERTY and has satisfied himself/itself of all the relevant and material information in relation to the PROPERTY. It will also be presumed that buyer has understood that he would have no recourse to MTNL post transfer of ownership rights of the concerned PROPERTY.
- 6.6. This e-Auction sale is governed by the Terms & Conditions as mentioned in the Auction Catalogue. In case of any conflict or difference among any provisions of the Tender Document & Auction Terms & Conditions, the provisions of Terms & Conditions will supersede Tender Document provisions in the e-Auction.
- 6.7. The Terms & Conditions appearing on the day of e-Auction under VIEW LIVE e-Auction are final and binding and which may be downloaded.



Request for Proposal for Sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road, Andheri (W), Mumbai on freehold basis

6.8. The Bidders who are participating in the e-Auction may submit their bid(s) at the Starting Price and with a minimum incremental of

SN	Value of Flat (INR)	Incremental Value (INR)
1.	Less than 1 crore	50,000/-
2.	More than 1 Crore	1,00,000/-

6.9. e-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only. The rates are to be quoted in Indian Rupees only.

6.10. The Bidders who are interested to purchase above PROPERTY (ies) through e- Auction should get themselves registered with MSTC as buyer for e-Auctions and submit the required Pre-bid EMD as per clause no 2.2 of this RFP.

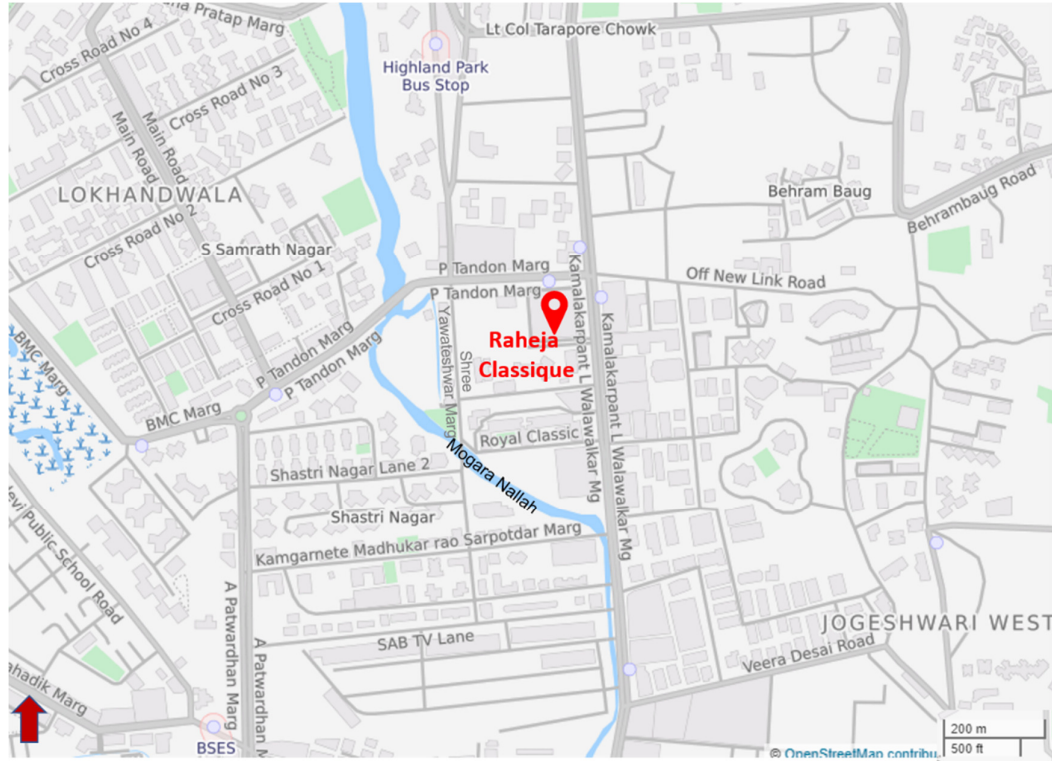
6.10.1. The location is very prime and is one of the most significant areas in Andheri (West). The site is accessed through main road i.e., Kamalakar pant L Walawalkar Marg (New Link road) towards west.

6.10.2. The site is also linked with another important road network such as the P Tandon Marg towards north and towards west. The Mogaranallah passes through the southeast of the site.

Proximity to civic amenities	Distance in Km
<b>Nearest railway station:</b> Ram Mandir station (Western Line)	<b>3</b>
<b>Nearest metro station:</b> Lower Oshiwara station (Line 2 - Dahisar - Bandra - Mandale)	<b>0.1</b>
<b>Nearest bus stop:</b> Lokhandwala Link road bus stop	<b>0.2</b>
<b>Nearest airport:</b> Chhatrapati Shivaji Maharaj International Airport	<b>10.1</b>
<b>Nearest marketplace:</b> Infinity Mall	<b>0.1</b>



**Request for Proposal for Sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road, Andheri (W), Mumbai on freehold basis**



6.10.3. List of Assets (Flats no. and Built-up area marked) as follows:

SL No.	Flat No.	Built-up Area (sq. m)	Carpet Area (sq. m)
1	106	21.99	16.81
2	303	41.79	36.41
3	403	41.79	36.41
4	404	41.79	36.41
5	409	41.79	36.41
6	410	41.79	36.41
7	503	41.79	36.41
8	504	41.79	36.41
9	509	41.79	36.41
10	510	41.79	36.41
11	603	41.79	36.41
12	604	41.79	36.41
13	609	41.79	36.41
14	610	41.79	36.41
15	703	41.79	36.41
16	704	41.79	36.41



Request for Proposal for Sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road, Andheri (W), Mumbai on freehold basis

17	709	41.79	36.41
18	710	41.79	36.41
19	801	21.00	16.81
20	802	64.18	53.88

6.11. Addresses for Communication:

6.11.1. All notices related to this e-Bid including Clarifications/Amendments/Addendums relating to the e-Bid document shall be available on <https://www.mstcecommerce.com/auctionhome/dipamam/index.jsp>

6.11.2. Interested Bidders may obtain further information from:

**A. For Assets related information:**

**MTNL, Mumbai:**

1. Shri. V.B Randive, DGM (AM), O/o PGM(EB& AM), Mumbai M. 9969001112  
Email : dgmam.mbi@gmail.com
2. Shri.C. B Kalamthekar, Sr.Manager(Land &Bldg),O/o DGM(AM), Mumbai M. 9869404452  
Email : smlandbldg1@gmail.com
3. Shri Vishnu Priyan, Dy Manager(Versova),O/o GM(ZONE3),Mumbai- M-9869011100  
[Email-dmbldqvsv@gmail.com](mailto:dmbldqvsv@gmail.com)

**B. Consultant (Knight Frank India Pvt Ltd):**

- I. Mr. Sumit Lohia  
Knight Frank (India) Private Limited  
Email: Sumit.Lohia@in.knightfrank.com  
Phone no.: +91 75068 83850

**C. For Tender related information:**

- 1.. Ms Bharti Arya email - [bhartiarya@mstcindia.co.in](mailto:bhartiarya@mstcindia.co.in) ; Ph- 9874428002
2. Shri S D Sharma; e-mail id: [sdsharma@mstcindia.co.in](mailto:sdsharma@mstcindia.co.in) ; Ph: 7878055855
3. Shri A K. Chaudhary; email -[akchaudhary@mstcindia.co.in](mailto:akchaudhary@mstcindia.co.in); Ph- 9662042884

6.12. The Word BIDDER wherever it appears shall mean an entity which is interested in participating and purchasing the PROPERTY put up for sale in this e-Auction.

6.13. The word H1 Bidder wherever it appears shall refer to the Bidder who has submitted the highest bid in the auction process.



- 6.14. The Word Successful Bidder/ Successful Buyer wherever it appears shall mean an entity whose rate has been H-1 (Highest) in this e-Auction and same has been approved by IMG.
- 6.15. THE DETAILS OF PROPERTY AND TERMS & CONDITIONS DISPLAYED UNDER VIEW FORTHCOMING AUCTIONS ON THE E-AUCTION WEBSITE ([http://www.mstcindia.co.in/content/Forthcoming e Auctions For All regions.aspx](http://www.mstcindia.co.in/content/Forthcoming_e_Auctions_For_All_regions.aspx) ) ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF MTNL BEFORE THE START OF e-Auction.
- 6.16. Bidders should, therefore, download the details of PROPERTY and TERMS & CONDITIONS displayed only under view Live Auctions for their record purpose, if required, and bid accordingly.
- 6.17. MTNL /MSTC Ltd shall have the right to issue addendum to the TERMS & CONDITIONS prior to commencement of e-Auction to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original TERMS & CONDITIONS.
- 6.18. INSPECTION OF PROPERTY/ e-Auction DATE: The properties may be inspected from 27-11-2021 to 02-12-2021 during office hours in the presence of MTNL Officials/representative of Knight Frank India Private Limited as mentioned in 6.11.2. The e-auction date mentioned in important information table at page 2.
- 6.19. For inspection of PROPERTY, the name of contact official with their contact details are as mentioned above. The e-Auction commencement date/ closing date are also as mentioned above. The Bidder has to satisfy himself/herself about PROPERTY in every aspect. The Principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply. For inspection, the interested Parties (or their Authorized Representative) should produce their Photo ID Card to the Seller And/or produce a copy of this e-Auction Catalogue downloaded from the Website.
- 6.20. e-Auction RESULT/STATUS: It must be personally seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).
- 6.21. The pre-Bid EMD of the H1 Bidder will be retained by MSTC. No interest whatsoever will be paid on this Pre-Bid EMD. If IMG approves the sale, then this non-interest-bearing Pre- Bid EMD minus MSTC service charge would be forwarded to MTNL. The Pre-Bid EMD so retained may be adjusted towards 2nd balance payment to be made by the buyer, i.e., with 75% of bid/sale value to be made as per clause 7 of this RFP. In case the IMG does not approve the sale for reasons other than material misrepresentation by the H1 Bidder, the Pre-Bid EMD shall be returned/refunded to the H1 Bidder (without interest thereon) within a period of 30 days from the date such decision is taken by the IMG. The Pre-Bid



EMD of Bidders other than the H1 Bidder shall be returned/refunded to the respective Bidders (without interest thereon) within a period of 30 days from the conclusion of the e-auction process.

- 6.22. The Highest (H-1) bid received in the e-Auction will be under subject to approval by IMG and it will not be binding on MTNL to sell the PROPERTY to the H-1 Bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the IMG, and only after approval of H-1 bid by IMG, an Acceptance Letter will be issued to the Successful Bidder by MTNL. In the event of non-acceptance of H1 bid, pre-Bid EMD without interest shall be returned to the H1 Bidder by MTNL.
7. If IMG approves the H-1 offer, an Acceptance Letter will be issued by MTNL. The Successful Bidder shall be required to deposit 25% of bid/sale value within 15 (fifteen) days from the date of issue of Acceptance letter (including the date of issue) by MTNL, by RTGS/NEFT. Failure to deposit 25% of Bid/Sale value, as specified herein in this clause, shall lead to forfeiture of Pre-Bid EMD without further reference to the Bidder/buyer. Balance 75% of Bid/Sale value along with other duties/taxes, if any, shall have to be deposited by the buyer within 60 (sixty) days from the date of issuance of Acceptance Letter (including the date of issue) of MTNL as per instruction given in the Acceptance Letter. Failure to deposit balance 75% of Bid/Sale value by the buyer may lead to forfeiture of Security Deposit as well as 25% of Bid/Sale value deposited by the buyer. While making payment towards this balance payment of 75%, buyer may adjust the Pre-bid amount lying as Security Deposit against this PROPERTY. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment. Notwithstanding anything contained in this Document, in case the H1 Bidder fails to make payment within the timelines prescribed in this sub-clause (7), MTNL shall have the right to dispose-off the said PROPERTY at the risk and cost of the Bidder and realize the difference, if any from the Bidder.
- 7.1. DEFAULT IN PAYMENT OF SALE VALUE: In case of default in payment within the stipulated time for the reasons attributable to the H1 Bidder, Late Payment Penalty @ 1% per week for the corresponding Installment payment sale value shall be charged upto two (2) weeks, and such penalty will be considered a reasonable pre-estimate of the damages that MTNL will suffer on account of delay in payment. Acceptance of late payment beyond two weeks and thereafter shall be at the sole discretion of MTNL. However, MTNL reserves the right not to accept the payment with or without the additional charges after the expiry of the above-mentioned stipulated time limit or even within or after the aforesaid additional period of 14 (fourteen) days and in such an event the contract shall be automatically terminated, and the Pre-Bid EMD/ Security Deposit/payment made by the Bidder lying in any form with MTNL or MSTC Limited shall automatically stand forfeited. MTNL shall not bear any responsibility for delay in submission of payment by the buyer on account of not getting or delay in financial assistance from Banks/financial institutions etc. The buyer has to make payment within time as specified.



- 7.2. **SUCCESSFUL BIDDER'S/SUCCESSFUL BUYER'S INABILITY TO CONCLUDE THE TRANSACTION** - In the event Successful Bidder/ Successful Buyer is an individual (person) and is unable to complete the sale of the said PROPERTY as per the terms of the e-Auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance to the e-Auction terms. In case the successor of the Successful Bidder decides to pull out of the transaction, for whatever reason, the Pre-Bid EMD and all other further payments made by the Bidder (if any) will be forfeited.
- 7.3. After the full payment of Sale Consideration by the Successful Bidder/ Successful Buyer, all the approvals, consents, licenses, permissions required for effectively transferring the PROPERTY to the buyer shall be responsibility of the buyer only, provided however, MTNL shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which MTNL has control and necessary authority to Successful Bidder/ Successful Buyer.
- 7.4. All charges on account of obtaining necessary clearances or approvals (including but not limited to society charges, NOC Charges, electricity, water, maintenances charges and charges required for transfer of the said PROPERTY in favour of the Successful Bidder) should be undertaken by the Bidder at its own cost, effort and liabilities starting from the date of issue of relevant Acceptance Letter/Sale Order from MTNL. From the date of completion of auction to the date before issue of Acceptance Letter/Sale Order, all charges including but not limited to society charges, electricity, water, maintenances charges, etc. will be cleared by MTNL.
- 7.5. Conveyance of the PROPERTY through a registered sale Deed will be made in the name(s) of Successful Bidder/ Successful Buyer only at the cost and expenses of the Successful Bidder/ Successful Buyer after payment of the full Sale Value. No additions / deletions of names of the Bidders shall be permitted at any later stage and names of the Bidders submitted at the time of registration as a buyer in MSTC portal shall only be considered for this purpose.
- 7.6. MTNL shall execute Sale Deed(s) in favour of the Successful Bidder/ Successful Buyer, provided however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the Successful Bidder/ Successful Buyer and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the Successful Bidder/ Successful Buyer . The Sale Deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e-Auction by the buyer. The Successful Bidder/ Successful Buyer will at his own cost arrange to get the PROPERTY transferred in his name after the payment of Sale Consideration. MTNL will take all steps and provide necessary support to the Successful Bidder/ Successful Buyer to complete the documentation and conveyance in respect of the relevant PROPERTY in



Request for Proposal for Sale of MTNL residential units situated at Raheja Classique, Oshiwara, Link Road, Andheri (W), Mumbai on freehold basis

favour of the Successful Bidder/Successful Buyer after the payment of Sale Consideration and fulfillment of all other formalities by them.

7.7. Force Majeure : MTNL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock down, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, pandemic, curfew, Section 144 orders, mini-lock down, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of MTNL to extend the time of performance on the part of MTNL by such period as may be necessary to enable MTNL to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.





## 8. GENERAL

- 8.1. **VALIDITY OF BIDS:** All the bids will be valid for 180 (One Hundred Eighty) days from the date of closing of e-Auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed for DIPAM, such Bids will be deemed to be automatically extended to be valid up to the next working day of DIPAM.
- 8.2. **PERIOD OF CONTRACT:** The terms and conditions of this e-Auction RFP shall be valid upto the date of registration of the PROPERTY in favour of the Successful Bidder/ Successful Buyer.
- 8.3. **CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MTNL in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s /No of Digits/Unit of Measurement etc.) their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid' Button. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MTNL/MSTC from the Bidders.
- 8.4. The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.
- 8.5. IMG reserves the right to accept / reject any offer / bid, withdraw from sale, the PROPERTY offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.
- 8.6. In case of postponement due to exigency, the same will be informed to the Bidders through a newspaper notification or if such notification is not possible, by affixing a notice to that effect on the Notice Board in the MTNL Office or MTNL /MSTC website.
- 8.7. Non-resident Indians (NRIs) can also participate after fulfilling the eligibility criteria (such as PAN Card, Address proof of Residence in India, Attested signature from any of the Scheduled Commercial Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters. NRI who are unable to furnish the document specified herein are not permitted to participate in the e-Auction process.



- 8.8. The sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.
- 8.9. All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty, any other tax liability enforced by the Government in future etc., of whatsoever nature shall be paid by the Successful Bidder/ Successful Buyer to the concerned authority/body.
- 8.10. It shall be the responsibility of the Successful Bidder(s)/ Successful Buyer(s) to obtain NOC for registration of the PROPERTY in favour of the buyer, necessary permission for approval of building permission, sub-division of Block/Plot from the appropriate local authority as required under the law and to make payment of fees as may be required under various laws, rules and regulations. It shall be the responsibility of the Successful Bidder/ Successful Buyer to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. MTNL will not take any responsibility in this regard.
- 8.11. DIPAM/MTNL/MSTC reserve the right to defer, cancel, alter, amend or modify the Notification/Advertisement/Auction Catalogue/this RFP prior to commencement of e-Auction.
- 8.12. All the correspondence will be made to the address/e-mail as appearing in the registration with MSTC. It shall be the responsibility of the Bidder to keep his e-mail id valid.
- 8.13. Any amendment made will form part of the terms and condition and no individual intimation will be sent to the Bidders.
- 8.14. In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the MTNL shall be final and binding.
- 8.15. The PROPERTY put for e-Auction is on 'as is where is' and 'No Complaint Basis'. The Bidders shall inspect the PROPERTY and satisfy themselves of the condition and location of the PROPERTY before participating in the auction.
- 8.16. Physical Handover of the PROPERTY will be given to the Successful Bidder/ Successful Buyer after execution of the Sale Deed and payment of entire consideration for the PROPERTY.
- 8.17. In case of any dispute regarding payment/registration of the PROPERTY or any other matter relating to this e-Auction, the decision of MTNL shall be final.



## DISQUALIFICATION

- 1) Any Bid which has been found to be incomplete in content or attachments or authenticity may be rejected. Seller/DIPAM shall reserve the right to seek clarifications/ pending documents in order to enable omissions to be dealt with during qualification process subject to intimation to GOI.
- 2) Without prejudice to any other rights or remedies available to GOI, the GOI reserves the right to disqualify any Bidder from further consideration for any of the reasons, including without limitation listed below:
  - a. Any misrepresentation/ false statement made by an Bidder at any stage of the Transaction.
  - b. Failure by Bidder to provide the necessary and sufficient information required to be provided.
  - c. Failure by Bidder to comply with any other condition or requirement as listed in the RFP or required by DIPAM/GOI.
  - d. Failure to comply with any reasonable request of DIPAM/GOI/Seller in relation to the Transaction.
  - e. Any information regarding or in connection with the Bidder which becomes known that is detrimental to the national security and/or national interest and/or the Transaction.
  - f. Bidder is prohibited or restricted under FEMA, 1999 or any rules or regulations made there under. It being clarified that sectors where government approval is required will not be considered as 'restricted'.
  - g. If it is discovered at any stage of the Transaction that the Bidder does not possess requisite corporate authorizations, if any required, to participate in the Transaction.
- 3) The Bidder who is not qualified to participate in the Transaction pursuant to the Government of India office memorandum No. 3/9/2016-DoD-II-B dated September 28, 2017, as amended from time to time. If the Bidder does not satisfy any of the requirements as may be issued by the GOI by way of notifications/ guidelines / circulars or such similar notifications from time to time, including any conditions for qualification, the Bid submitted by the Bidder shall be disqualified.
- 4) Integrity Pact Clause: If a Bidder is found involved in corrupt practices, unfair means or illegal activities or found to have been directly or indirectly engaged in any action or conduct to influence the process envisaged under this RFP during any stage of the Transaction or during the bid process and during the negotiation and execution of the Sale Deed, the Prospective Bidder shall be disqualified, at the sole discretion of MTNL/DIPAM/GoI.
- 5) DIPAM/GOI's determination that one or more of the events specified in this Document has occurred shall be final and conclusive.



## SALE DEED

This **SALE DEED** is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_

### BETWEEN

**MTNL**, a public sector undertaking of the Government of India, incorporated under the Companies Act, --- on the date--- and having its registered office at 5th Floor, Mahanagar Doorsanchar Sadan, 9, CGO Complex, Lodhi Road, New Delhi, 110003, hereinafter called the "**SELLER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **ONE PART**.

### AND

**Sri** [insert name of the individual], son of \_\_\_\_\_, aged about \_\_\_\_\_ years, by Nationality Indian, holding PAN \_\_\_\_\_, residing at \_\_\_\_\_, **ORM/s** [insert name of Lead Member] [a limited liability partnership OR company] incorporated under the laws of \_\_\_\_\_ and having its [Registered Office OR Principal Place of Business] at \_\_\_\_\_, having CIN / LLPIN/ registration/incorporation number (if applicable) \_\_\_\_\_, hereinafter called the "**PURCHASER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The **SELLER** and the **PURCHASER** are hereinafter referred collectively as parties and individually as party.

**WHEREAS** the **SELLER** is the absolute owner, in possession and enjoyment of the **PROPERTY** set out in the Schedule, more fully and particularly described in the schedule here under written and hereafter referred to as the "**SCHEDULE PROPERTY**".

**AND WHEREAS** the **SCHEDULE PROPERTY** was acquired by the **SELLER** by virtue of a Sale Deed dated \_\_\_\_\_, registered in the office of the \_\_\_\_\_, in Book 1, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being Number \_\_\_\_\_ for the Year \_\_\_\_\_.

**AND WHEREAS** the **SELLER**, as part of the Government of India's asset monetisation programme for public sector undertakings, has decided to sell the **SCHEDULE PROPERTY** and the **PURCHASER** has agreed to purchase the same.

**AND WHEREAS** the **SELLER** agreed to sell, convey and transfer all its rights, title, interests and benefits to the **SCHEDULE PROPERTY** to the **PURCHASER** for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and the **PURCHASER** herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the \_\_\_\_\_.



**NOW THIS DEED OF SALE WITNESSETH:**

1. **THAT** in pursuance of the aforesaid agreement and in consideration of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only received by the SELLER in cash/cheque/ bank draft /electronic banking means and upon receipt of the said entire consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only (the SELLER both hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sells, conveys, transfers, and assigns unto and to the use of the PURCHASER all its rights, title, interests and benefits to the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever on “as is where is” basis.
2. **THAT** THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:
  - i. **That** the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.
  - ii. **That** the SELLER have absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.
  - iii. **That** the PROPERTY is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.
  - iv. **That** the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.
  - v. **That** the SELLER have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on \_\_\_\_\_ and delivered the connected title document in respect of the SCHEDULE PROPERTY hereby conveyed on the date of execution of these presents.
  - vi. **That** the SELLER will at all times and at the cost of the PURCHASER execute, register or cause to be done, all such reasonable acts and deeds for perfecting the title to the PURCHASER in the PROPERTY hereby sold and conveyed herein.
  - vii. **That** the SELLER do hereby covenants and assures that the PURCHASER is entitled to have mutation of his name in all public records, local body and also obtain all



documents in the name of the PURCHASER and undertakes to execute any deed in this respect.

### SCHEDULE OF PROPERTY

1. Municipal No./Ward No./Plot No./Khasra No.:
2. Location: Street No.:  
Street Name:
3. Place/Area North:  
South:  
East:  
West:
4. Sub-District Hqrs./Tehsil/Mandal:
5. Police Station:
6. District/State:
7. Exact Measurement:  
Total Area: Measurement of all sides:  
Plinth area/floor area: Sketch/plan:  
Carpet area:
8. Fixtures & Fittings:
9. Any other items to be covered in Sale Deed.
10. Permitted use of the land/building:

IN WITNESS WHEREOF the **SELLER** and the **PURCHASER** have set their signatures on the day month and year first above written.

---

**SELLER**

---

**PURCHASER**

#### WITNESSES:

1.

2.