



West Bengal Housing Infrastructure Development Corporation Limited
(A Govt. of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, 3rd Rotary,
New Town, Kolkata-700156

Telephone No. (033) 2324-6037/38

e-mail: info@wbhidco.in website: www.wbhidcoltd.com

No. C-282/HIDCO/Admn-3920/2021

Date: 11.07.2022

NOTICE FOR e-AUCTION (2nd Call)

[e-Auction ID: 2022_WB_ 2487]

E-AUCTION FOR ALLOTMENT OF 5.605 ACRES (22682.14 SQ.M) LAND IN PREMISES NO. 3 - THACKERAY ROAD, KMC PLOT SERIAL NO. 13 and 84[Part] UNDER WARD NO 74 OF KOLKATA MUNICIPAL CORPORATION (KMC) IN ALIPORE, KOLKATA, ON 99 YEARS' LEASEHOLD BASIS FOR DEVELOPMENT AND USE UNDER "ALIPORE AREA DEVELOPMENT PROJECT". (2nd Call)

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (WBHIDCO), an enterprise under the Housing Department, Govt. of West Bengal, invites offers from eligible Corporate Bodies registered under the Companies Act or Registered Trust / Registered Society, including Joint Venture Companies and Consortium (represented by a lead partner), for allotment of 5.605 acres (22682.14 sq.m) land in premises no. 3 - Thackeray Road, KMC Plot serial no. 13 and 84 (part) under ward no 74 of Kolkata Municipal Corporation (KMC) on 99 years' leasehold basis for development and use under "Alipore Area Development Project". The intending organizations will have to submit their offer with a Preliminary Project Proposal on their proposed use of land under the said land parcel.

Under the land use development and control plan for Kolkata Municipal Corporation (KMC), that area can be utilized for residential as well as commercial projects or for a mix of both uses.

The offer should be submitted through **e-Auction** process to be conducted through the e-Auction Portal <https://eauction.gov.in> of National Informatics Centre, Govt of India as described fully herein below.

E-Auction will be held on 12.08.2022 (Friday), from 12:00 hrs. onwards up to 15:00 hrs, subject to auto extension.

The allotment will be made to the bidder bidding the highest bid in such e-Auction process provided that the highest bid so obtained is higher than the **“Reserve Price”** fixed by the government for the plot. Any deviation from permissible land use will not be allowed. Construction should be started within 12 (twelve) months from the delivery of possession and construction should be completed within 5 years unless extended as per the decision of the competent authority.

For clarity on land use and all other issues related to the e-auction process a **Pre-Bid meeting** with the intending bidder organizations will be held in Conference Hall (3rd floor) of HIDCO Bhaban, Premises No. 35-1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata-700156 on 18.07.2022 at 16:00 hrs. The intending organization may also participate in the said meeting through a video conferencing facility using Zoom link. The meeting ID and passcode will be provided for this purpose on demand.

2. **Earnest Money**

Earnest Money for this plot of land is Rs. 4.734 crore (four crore seventy three lakh forty thousand) only and is to be deposited on or before **14:00 hrs. of 01.08.2022** only through NEFT/ RTGS in WBHIDCO’s Account in UNION BANK OF INDIA, SALT LAKE BRANCH, KOLKATA - 700091, details of which are given herein below.

Bank Name & Branch Name	A/C Name	A/C No.	A/C Type	IFS Code
UNION BANK OF INDIA, Salt Lake Branch	WBHIDCO LTD.	102311011000134	Current Account	UBIN0810231

Bidders should take utmost care to ensure that the EMD deposit are made correctly. EMD deposited elsewhere will not be considered for participation in this e-Auction. No interest will be payable on the EMD.

EMD of the unsuccessful bidders would be returned by WBHIDCO Ltd. after completion of the bidding process. For quick refund of EMD to unsuccessful bidders, all the bidders are requested to attach a copy of cancelled cheque of their respective bank account in which they intend to get the refund of the EMD amount with their bid documents.

The EMD of the Successful Bidder shall be automatically retained. In case the bid is accepted, and the bidder refuses/fails to make further payment towards the balance lease premium, the EMD shall be forfeited without prejudice to the rights of WBHIDCO to claim such further damages in this regard without further reference to the bidder.

BANK TRANSFER CHARGES EITHER WAY WOULD BE ON INTENDING BIDDERS A/C

E-Auction will be started on 12.08.2022 from 12:00 hrs onwards up to 15:00

hrs subject to auto extension.

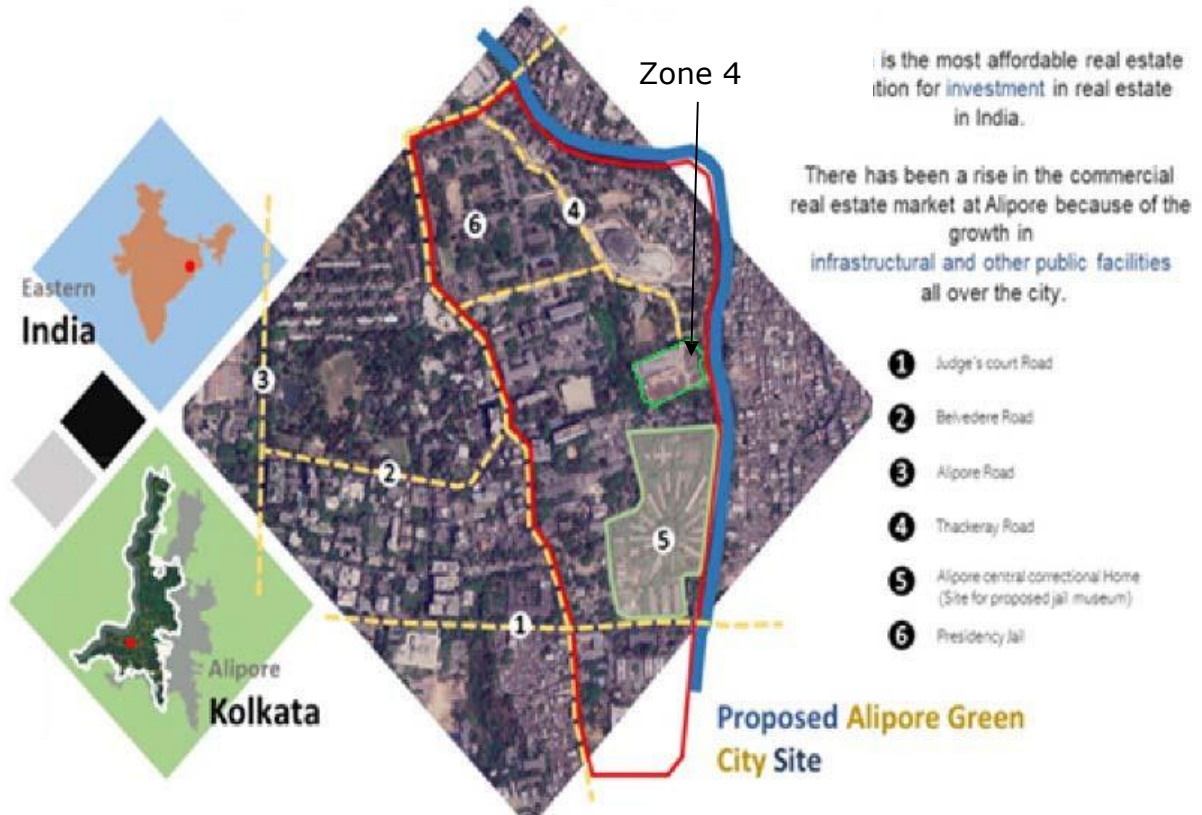
It is notified for information of the Bidders that the instant offer is subject to the scrutiny/and approval of the State Government.

3. INTRODUCTION About WBHIDCO

West Bengal Housing Infrastructure Development Corporation Ltd. (WBHIDCO) was setup as a Government Company in April 1999. Though this Corporation has a state-wide mandate, its immediate focus area is the development of a planned town near the City of Kolkata viz. New Town, Kolkata. It has now also been entrusted with the responsibility of the proposed "Alipore Area Development Project" by the Government of West Bengal.

4. KEY FEATURES OF LAND PARCEL.

Zone map showing key features/facilities are given below:



- Total 5.605 acres of land parcel in a very attractive location of Alipore, Kolkata, within the upcoming Alipore Green City Development Project.
- The land will be allotted on 99 years leasehold basis.
- The use of land may be for "Residential" or "commercial" Projects or for a mix of both the uses.
- Facilities surrounding the location:

- Excellent road connectivity - 24.1 mtrs. width new road (also updated in KMC records) to get direct access.
- National Library is within 3.0 kms.
- Alipore Zoo is within 4.2 kms.
- Racecourse is within 4.8 kms.
- Birla Planetarium and Victoria Memorial are within 2.7 kms.
- B.M. Birla Heart Research Institute, IPGMER & SSKM Hospital are within 1.4 kms.
- Khidirpur Dock is within 4.0 kms.
- Jatin Das Park Metro Station is within 2.2 kms.
- Kalighat Temple is within 1.9 kms

5. **MAJOR TERMS & CONDITIONS.**

- 5.1 The said parcel of land will be allotted to the successful bidder in the e-auction process on 99 years leasehold basis for the purpose of its development and use of land within that land parcel. WBHIDCO may consider renewal/extension of the period of the lease beyond 99 years as per the land allotment policy of govt. of W.B vide no. 6686-LP/1A-18/2012 Dt. 26.12.2012 with renewed terms and conditions as may be fixed by the Govt.
- 5.2 The intended bidder should be Corporate Bodies/Organizations registered under the Companies Act including Joint Venture Companies or registered Trust/Societies, having an average annual business turnover of at least Rs. 100 (One Hundred) Crore during the last three financial years ending on 31.03.2021. Consortium will also be allowed to participate, and Joint Venture shall have to be formed by the successful consortium members after selection through e-Auction. For Consortium, annual turnover criteria can be met by considering the individual turnover figures for all the members of the consortium.
- 5.3 No bidder shall be represented by any Broker or Agent.
- 5.4 The EMD has been fixed Rs. 4.734 crores (four crores seventy three lakhs forty thousand) only.
- 5.5 The Starting Bid Price of the said e-auction has been fixed as Rs. 236.701 crores (two hundred thirty-six crores seventy lakhs and ten thousand) only.
- 5.6 The allotment of the above mentioned parcel of land will be made to the successful bidder through E-Auction on a leasehold basis for 99 years on 'As Is Where Is', 'Caveat emptor' and 'No Complaint' basis only. WBHIDCO will be the LESSOR of the plot.
- 5.7 The successful bidder will have to pay an Annual Lease Rent of Rs. 1000 (one thousand) only per acres and such taxes as applicable during the lease period, besides making payment of the Lease Premium. The highest bid offered by the bidder in the e-auction process, if found successful and finally accepted by the Government of West Bengal, will be treated as lease premium for this parcel of land. GST on the lease premium amount is not applicable. However, GST@18% will be applicable on annual lease rent.

- 5.8 The FAR, ground coverage etc. relating to the construction of project building in that land parcel will be as per existing Building Rules of Kolkata Municipal Corporation (KMC) and Land Use Development and Control Plan (LUDCP) of that area.
- 5.9 Possession of land to the successful bidder after e-Auction process will be handed over within 30 days on receipt of full payment. Construction work should be started within 12 (Twelve) months from the delivery of the possession of land to the successful bidder after e-Auction process and construction work should be completed within 5 (five) years unless extended as per the decision of the competent authority.
- 5.10 The word SUCCESSFUL BIDDER wherever appearing means, the highest bidder whose rate has been accepted by WBHIDCO with the approval of the State Government.
- 5.11 This e-Auction is governed by the TERMS & CONDITIONS as contained herein and in accordance with the conditions for e-Auction through the portal of the National Informatics Centre (NIC), Government of India as well as the general financial norms of the Government of West Bengal.
- 5.12 E-Auction opening time, closing time, and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only.
- 5.13 The bidders who are interested to get the allotment of the above plot through e-Auction should get themselves registered with NIC for participating in this e-Auction process at least three days before the date of submission of bid documents of e-auction. Bidders are also requested to note that only digitally signed bids shall be accepted in the e-Auction. Hence, they should equip themselves with Class II or Class III Indian Digital Signature Certificates before such registration.
- 5.14 It is notified for the information of the bidders that the instant offer is subject to the scrutiny and approval of the Government of West Bengal.

6. **Schedule of Property**

All that piece and parcel of property measuring **5.605 acres (22682.14 sq. mtr)** land in premises no. 3 - Thackeray Road, KMC Plot serial no .13 and 84 (part) under ward no 74 of Kolkata Municipal Corporation (KMC) in Alipore, Kolkata, to be allotted on 99 years' leasehold basis through e-auction process for its development and use by the private entities/ organizations as a part of the "Alipore Area Development Project", in Kolkata. A map (Annexure D) is annexed hereto.

7. **BIDDERS REGISTRATION**

Intending bidders shall have to register themselves with the National Informatics Centre, Govt of India on <https://eauction.gov.in>. Such registration process should be completed at least three days before the date of submission of bid documents of e-auction. Details regarding registration, e-Auction process, terms and conditions of e-Auction etc. are available on the website of WBHIDCO / NIC. Bidders are also requested to note that **only digitally signed bids shall be accepted in e-Auction. Hence, they should equip themselves with Class II or Class III Indian Digital Signature Certificates before the date of e-Auction.**

All documents pertaining to this e-Auction must be uploaded **by 14:00 hrs of 01.08.2022**. On receipt of all the documents, the bidder's registration shall be activated by WBHIDCO Ltd and only thereafter a bidder can log into the website. ***Participation in this e-Auction is not possible without a valid registration.***

In case there is any amendment/corrigendum in this document, the same will be uploaded in the website by 22.07.2022. Bidders are advised to consult such amendments/corrigendum, if any, before such e-Auction.

The bidder has to obtain a User ID and Password and can get training for e-Auction from NIC. Guidelines to Bidders on the operations of the Electronic Auction System can be obtained from <https://eauction.gov.in>. The bidders interested in participating in the above Auction, using the Electronic Auction System are required to create a User ID. The duly filled bid as instructed be submitted online on <https://eauction.gov.in>

8. DOCUMENTS TO BE FURNISHED:

- 8.1 Identity & particulars of the Applicant as in the Proforma attached herein (Annexure- A & Annexure - B).
- 8.2 Valid Incorporation / Registration Certificate.
- 8.3 Memorandum of Association/ Registered Deed of the Trust (if applicable)
- 8.4 Annual Accounts for last three years up to 31.03.2021. An auditor's certificate regarding turnover during the last three years should be submitted separately.
- 8.5 Power of Attorney in the Proforma as in this document (Annexure - C). In case of Consortium, only the lead partner can participate in the said e-auction process and Power of Attorney in favour of the authorised signatory of that lead partner, duly attested by all the constituent members of the Consortium, should be submitted.
- 8.6 PAN Card of the Applicant-Organization (Lead Bidder and all constituent members for Consortium)
- 8.7 Document showing payment of Earnest Money.

Such Documents are required to be uploaded online on or before the specified end time for submission of such documents i.e., by 14:00 hrs of 01.08.2022 for getting access to the live e-Auction field on the day of e-Auction. The Bidders should upload a single document of a compressed file containing

multiple documents (i.e., scan copy of EMD particulars, and all other documents) against this NIA.

9. **Use and Protection of User ID, Password and Digital Signature Certificate.**

The bidders are advised to keep their User ID and Password secret and not share these with anyone to prevent misuse or abuse of the same. The bidders are also advised to change their passwords regularly. NIC/WBHIDCO shall not be responsible for any misuse/ abuse / unauthorized use of the password of any bidder and no representation in this regard from any bidder shall be entertained by NIC/ WBHIDCO. A bid recorded in this e-Auction against any password will be deemed to have been submitted by the owner of the password only.

Bidders shall require Class II or Class III Digital Signature Certificate (DSC) to participate in this e-Auction. The bidder shall have to set the parameters of his computers so that the DSC is operational. NIC / WBHIDCO shall not be responsible for any malfunctioning or non-functioning of any bidder's computer either on account of DSC or for any other reason.

Bids submitted by a bidder after signing with his/her DSC signifies non-repudiation by the bidder. Thus, a bidder after submitting a bid, cannot disown it. A bidder shall be fully and solely responsible for the bid recorded against his/her name to be identified by the set of User ID, Password and DSC.

10. **BIDDING METHODOLOGY**

On the day of the e-Auction, which will be started on **12.08.2022 (Friday) from 12:00 hrs. onwards upto 15:00 hrs. subject to auto extension**, the bidder has to visit the Government e-Auction website <https://eauction.gov.in> and click on the link for WBHIDCO e-Auctions. He/she has to login with his/her User ID and Password. In the next page, the bidder has to click on the link "View Live e-Auctions" and click on the link with the e-Auction number for this e-Auction. The bidder shall be required to sign his acceptance of e-Auction terms and conditions with his DSC and then only the bidder can have access to the bidding area.

The bidding or the plot shall be in whole Rupee in nearest lakhs. The minimum **incremental value is Rs.10,00,000 /- (ten lakh) only. Thus, to bid an amount of Rs 1,00,00,000/- (one crore), a bidder needs to type 1000000** in the space provided for bidding and click on the BID button. On clicking the BID button, the bid has to be signed by the bidder with his DSC.

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 NIC /WBHIDCO in this regard. Hence

Bidders must be careful to check (the Bid Amount/No. of Zeros /No. of Digits/Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid on the live e-Auction floor by clicking the 'Bid' Button.

11. BID STARTING PRICE

There is a 'Start Price' for e-bidding for this plot, which is Rs. 236.701 Crore (two hundred thirty six crore seventy lakhs and ten thousand) only with an incremental bid value of *Rs. 10,00,000/- (ten lakh) only*, for the entire plot having an area of 5.605 Acres. Bidders will have to bid above the start price.

12. PAYMENT SCHEDULE

- 12.1 25% of the lease premium shall be deposited by the Highest Bidder, so declared as Successful, with WBHIDCO within 30 days from the date of declaration regarding the selection of the Bidder by WBHIDCO Ltd.
- 12.2 The balance 75% amount of the lease premium will have to be deposited within 90 days from the date of declaration regarding the selection of the Bidder by WBHIDCO Ltd.
- 12.3 The Deed of Lease shall be executed only after the entire amount of lease premium is credited into WBHIDCO's account and after the joint measurement of that particular plot of land is completed. The lease deed will be executed in favour of the "Successful Bidder". Draft lease deed is provided in Annexure E for reference.
- 12.4 All taxes/duties/levies, etc. and expenses, if any as applicable and related to the lease of the plot of land on offer, shall be entirely paid by the Successful Bidder.

13. DEFAULT IN PAYMENT BY THE SUCCESSFUL BIDDER

In case the lease premium amount is not paid as per the Payment Schedule given above by the Successful Bidder, the offer of allotment of the particular plot of land to the concerned Successful Bidder would stand cancelled and the Earnest Money Deposit and subsequent payment made if any by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture of EMD, the defaulting bidder may not be allowed to take part in any e-Auctions or any of the auctions which may be held in the future on behalf of WBHIDCO. A decision in this regard shall be taken exclusively by WBHIDCO and shall be final and binding on the bidders. For the sake of clarity, it is notified that there shall not be any extension of the last date fixed for payment of each of the instalments as specified above in the Payment Schedule. However, in case of last day being a holiday, the date will stand extended automatically to the next working day.

14. **OTHER TERMS AND CONDITIONS**

- 14.1 The allotment of the plot would be made in favour of a single successful bidder, who has quoted the highest rate above the start price and who has been found to have fulfilled all conditions of allotment as stated in these documents, subject to the approval of the State Government.
- 14.2 Plot of land so offered is for development of "Residential" or "Commercial" project or a mix of both under overall "Alipore Area Development Project", in conformity with guidelines of Land Use Development and Control Plan (LUDCP) of that area and Building Rules of Kolkata Municipal Corporation (KMC). If at any point of time it is detected that such condition has been violated, WBHIDCO shall have the right to terminate the lease and to take back possession of the said plot of land along with structures thereon, if any, on "as is where is basis".
- 14.3 The Successful Bidder has to execute the Deed of Lease with WBHIDCO for that particular plot of land and the said plot would only be used for the purpose as stated *and in case of any violation concerned Planning / Development Authority would take action as per relevant rules.*
- 14.4 The allottee/lessee may be allowed to mortgage the leasehold interest only (and not the demised plot of land itself) on the instant plot under allotment for obtaining loans and/or assistance from any Reserve Bank of India recognized Bank/Financial Institutions (not NBFCs), either in full or part, only with the prior written permission of WBHIDCO (lessor).
- 14.5 The lessee is not entitled to assign his leasehold interest, whether in full or in part, without prior written approval of WBHIDCO. There will be no assignment charges and the assignee shall hold the same on the same terms and conditions as in the original lease and to such other terms and conditions, as may be considered to be imposed by the lessor while granting such approval. In case of such assignment of leasehold interest the assignee concerned shall have to obtain a fresh lease after the expiry of the unexpired period of the lease on payment of such consideration money and annual rent based on the prevailing market value as may then be fixed by the lessor in granting such lease.
- 14.6 All statutory clearances/ licenses/ permissions shall be obtained by the allottee within the time frame as stated herein. All bids shall remain 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 WBHIDCO, such bids will be deemed to be automatically extended to be valid up to the next working day of WBHIDCO.
- 14.7 It would be deemed that by participating in the bidding process through this e-Auction method, the bidder has made a complete and careful examination of the terms and conditions for the instant bid, received all relevant information required for submission of the bid either from WBHIDCO or by its own diligence and understood that it would have no recourse to WBHIDCO, post transfer of leasehold rights of the concerned property.
- 14.8 By bidding in this e-Auction, the bidders confirm that they have thoroughly satisfied themselves with the nature, conditions and quality of

the assets and its physical condition and that they have no complaints about the same.

- 14.9 By bidding in this e-Auction, the bidders undertake to abide by these terms and conditions of e-Auction and further undertake that on being declared as Successful Bidder, they will make full payment towards lease premium and if they fail to do so they will have no objection to their EMD being fully forfeited by WBHIDCO.
- 14.10 WBHIDCO reserves the right to cancel the e-Auction at any stage prior to the signing of the Lease Deed. WBHIDCO shall not be liable to pay any compensation to any bidder for any loss that they may incur due to such cancellation.
- 14.11 It is notified for information of the Bidders that the instant offer, as well as selection of successful bidder is subject to the scrutiny and approval of the State Government.
- 14.12 Other documents to be provided:
 - 14.12.1 Report from bidders on the proposed amount of investment to be made for the project.
 - 14.12.2 Proposed total number of employment (skilled and unskilled) to be generated from the project.
 - 14.12.3 Names of the members in the Board of Directors as per the record with the Registrar of Companies (ROC) of the proposed bidder.
 - 14.12.4 The Preliminary Project Report (PPR) of the proposed project.
 - 14.12.5 Declaration/statement regarding target period for completion of construction work and commissioning of the proposed project.

15. **FORCE MAJEURE**

Either party shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, earthquake, war, riots, epidemics, pandemic, political upheavals, Governments actions, civil commotion, or otherwise or any other cause or conditions beyond the control of both the parties. It will be at the sole discretion of WBHIDCO to extend the time of performance by such period as may be necessary to enable WBHIDCO 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.

16. **DISPUTE RESOLUTION**

The entire bidding process shall be governed by, and construed in accordance with, the laws of India and Courts in Kolkata, India, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process, the subsequent lease and the entire transaction, to the exclusion of all other Courts in the world.

17. **RESUMPTION OF LAND**

WBHIDCO Ltd. shall be entitled to re-enter into or upon the said plot after allowing a cure period of 3 (three) months and resume possession thereof under any of the

following conditions:

- a. Upon non utilization of the land that is if it is kept vacant and/or non-operational:
If the allottee fails to comply with the timeframe of setting up Project Building as described in aforementioned clauses, the allotment made shall be liable to be cancelled and the WBHIDCO Ltd. shall have a right to resume possession of the said plot and also of the building thereon upon the said plot.
- b. Upon breach of any of the covenants of the Allotment Agreement:
If the allottee commits a breach of any conditions, the allotment of land shall stand cancelled, and the agreement will be terminated without any notice and WBHIDCO Ltd. shall have a right to resume possession of the said plot and also of the buildings standing thereon upon the said plot.

18. COMPENSATION UPON RESUMPTION OF LAND

In case of resumption of the plot from the allottee, refund of the cost of the plot paid by the allottee will be made as follows:

The lease premium paid by the allottee deducting the arrear lease rent (if any) together with the occupation charges to be deducted cumulatively on the cost of the original allotment taking the period of occupation of the said plot into account as under noted.

Occupation period (No. of years from the date of possession)	% of lease premium to be deducted per annum or part thereof, cumulatively
Up to 1 year	1%
2 years	1%+1%=2%
3 years	1%+1%+1%=3%
4 years	1%+1%+1% + 1%=4%
5 years	1%+1%+1% + 1% + 1%=5%

19. SALIENT FEATURES:

1	Plot Details:	5.605 acres (22682.14 sq.m) land in premises no. 3 -Thackeray Road, KMC Plot serial no. 13 and 84 (part) under ward no 74 of Kolkata Municipal Corporation (KMC)
2	Area	5.605 ACRES
3	Principal Use	RESIDENTIAL/ COMMERCIAL/ MIX OF BOTH
4	EMD	Rs. 4.734 crores (four crores seventy three lakhs and forty thousand) only
5	Starting Price	Rs. 236.701 crores (two hundred thirty six crores seventy lakhs and ten thousand) only
6	Bid Incremental Value	Rs.10,00,000/- (ten lakh) only

7	Lease Period	99 years
8	Construction Period	5 years from possession date.

20. **SCHEDULE OF DATES**

No.	Activity	Date & Time
1.	Auction Publication Date & Time	11.07.2022 at 18:00 hrs.
2.	Bid documents submission Start Date & Time	12.07.2022 at 12:00 hrs.
3.	Pre-bid meeting date and time	18.07.2022 at 16:00 hrs.
4.	Bid documents submission End Date & Time	01.08.2022 at 14:00 hrs.
5.	Document/Payment Approval Start Date & Time	01.08.2022 at 14:30 hrs.
6.	Document/Payment Approval End Date & Time	12.08.2022 at 11:00 hrs.
7.	Auction Start Date & Time	12.08.2022 at 12:00 hrs.
8.	Auction End Date & Time	12.08.2022 at 15:00 hrs.

Closing of e-Auction: - The e-Auction will be closed at the given time. However, if there is any bid within 10 minutes of closing time the closing time shall automatically be extended by the system by 10 minutes and continued to be extended in the same way by 10 minutes unless there is no bid within such extended time.

Contact Persons of WBHIDCO:

General Manager (Commercial)
 WBHIDCO Limited, HIDCO Bhaban, Major Arterial Road, 3rd Rotary, New Town, Kolkata-700156. Telephone: 033-2324-6032/6037/6038
 email: info@wbhidco.in; rk.maity@wbhidco.co.in

Annexure – A

Letter of Bid and Intent

(Letter head of the Bidder including full Postal Address, Telephone No., Fax No. and Email ID) (as applicable)

Date:

To
West Bengal Housing Infrastructure Development Corporation Ltd,
'HIDCO BHABAN',
Premises no. 35-1111, Biswa Bangla Sarani,
3rd Rotary, New Town,
Kolkata - 700156

Subject: E-AUCTION FOR ALLOTMENT OF 5.605 ACRES (22682.14 sq. mtr.)
LAND IN PREMISES NO. 3- THACKERAY ROAD, KMC PLOT SERIAL NO 13 and
84(Part) UNDER WARD NO 74 OF KOLKATA MUNICIPAL CORPORATION (KMC) IN
ALIPORE AREA DEVELOPMENT PROJECT. (2nd Call)

Ref: Your notice for e-Auction issued under No.C-282/HIDCO/Admn-3920/2021
dated 11.07.2022

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the Bidder), and having studied and fully understood all the information provided in the instant e-bid Document, I,, the undersigned hereby intends to participate in the e-bidding process for leasehold allotment of WBHIDCO Plot of Land being **PLOT SERIAL NO. 13 and 84[Part]** according to the terms and conditions of the offer made by WBHIDCO, as detailed in the e-bid document.
2. Bids will be quoted online and duly confirmed through the Digital Signature Certificate (DSC). I do hereby enclose the documents as stated below
3. That the Bidder organization is a Corporate Body registered under the Companies Act or Registered Trust / Registered Society, including Joint Venture Companies or a Consortium, where the signatory is the authorised representative. WBHIDCO is hereby authorized to conduct any inquiries/investigations to verify the statements, documents and information submitted in connection with the Bid.
4. WBHIDCO and its authorized representatives may contact the following persons for such enquiry as may be required: -

Name of the person/s:

Address

Phone No.:

Fax No.:

5. This participation in the e-bidding process is made with full understanding that:
 - a. WBHIDCO reserves the right to reject or accept any Bid, modify/ cancel the bidding process, and/or reject all or any of the Bids.
 - b. WBHIDCO shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. I, the undersigned do hereby declare that the statements made, and the information provided herein are complete, true and correct in every aspect.
7. We have read the terms and conditions of the offer detailed in the e-Auction Notice and are willing to abide by them unconditionally.
8. The offer made by us is valid for 180 days from the online Bid Submission Date. We understand that WBHIDCO may require us to extend the validity of the bid for such period as may be determined by WBHIDCO at its discretion.
9. In case our offer is accepted and if we fail to pay the amount in the manner specified by WBHIDCO, the amount of Earnest Money and any further instalments paid by us under this offer shall stand absolutely forfeited by WBHIDCO.
10. The decision of WBHIDCO concerning this transaction shall be final and binding on us.

We hereby declare that the information stated herein above is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for WBHIDCO to reject our Bid and/or to cancel the award of Lease, at any point of time.

Yours faithfully

For and on behalf of

(Name of Bidder)

Name of the Signatory _____

Enclosures: - Copy of the following documents.

- 1) Identity & particulars of the Applicant as in the Proforma attached herein.
- 2) Valid Incorporation / Registration Certificate
- 3) Memorandum of Association/Copy of Trust Deed (if applicable)
- 4) Annual Accounts for last three years up to 31.03.2021. An auditor's certificate regarding turnover during last three years should be submitted separately.
- 5) Power of Attorney in the Proforma as in this document (in original).
- 6) PAN Card of the Applicant-Organization
- 7) Document showing payment of Earnest Money

Annexure - B

Organisation Details of the Bidder

E-AUCTION FOR ALLOTMENT OF 5.605 ACRES (22682.14 SQ.M) LAND IN PREMISES NO 3 - THACKERAY ROAD, KMC PLOT SERIAL NO 13 and 84(Part) UNDER WARD NO 74 OF KOLKATA MUNICIPAL CORPORATION (KMC) IN ALIPORE, KOLKATA, ON 99 YEARS' LEASEHOLD BASIS FOR DEVELOPMENT AND USE UNDER "ALIPORE AREA DEVELOPMENT PROJECT" (2nd Call)

1. Particulars of the Bidder (for Consortium, each member needs to provide the details separately as per the format provided):

a. Name:

b. Address of the corporate headquarters and its branch office(s), if any, in India (as applicable):

c. Date of incorporation and/or commencement of business with CIN No (as applicable):

d. Status of the organization: Corporate Body registered under the Companies Act or Registered Trust / Registered Society, including Joint Venture Companies / Consortium (Please strike out whichever is not applicable)

e. Copy of the following documents are to be provided:

Particulars		Details
i.	Latest audited Balance sheet	
ii.	Permanent Account Number Certificate	

f. Is Lead Bidder? (Applicable only for Consortium, where only one party can be lead bidder): Yes / No (strike out whichever is not applicable)

2. Details of Authorised Signatory of the Bidder (should be from Lead Bidder for Consortium):

- Name
- Designation (as applicable)
- Address
- Telephone No. / Fax no:
- Email Address

We further acknowledge and agree that: -

- In case our offer is accepted and if we fail to pay the amount in the manner specified by WBHIDCO, the amount of Earnest Money and any further instalments paid by us under this offer shall stand absolutely forfeited by WBHIDCO.
- I/We have read and understood the terms and conditions of the e-Auction notice and documents and hereby unequivocally and unconditionally accept the same.
- The decision of WBHIDCO concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental, or otherwise, will be sufficient

justification for WBHIDCO to reject our Bid and/or to cancel the award of sale.

Dated Signature, Full Name & Designation of the Bidder and the Organization

Annexure - C

FORMAT FOR POWER OF ATTORNEY FOR PARTICIPATION IN THE E- AUCTION

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, that we (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms (Name and address of residence) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our e-Bid which may be given online through e-Auction process for leasehold allotment of WBHIDCO plot of land KMC Plot Serial No. 13 and 84(Part), including signing and submission of all documents and providing information / responses to WBHIDCO, representing us in all matters before WBHIDCO, and generally dealing with WBHIDCO in all matters in connection with our said e-Bid in reference to WBHIDCO's notice for e-Auction issue under No. C-282/HIDCO/Admn-3920/2021 dated 11.07.2022

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

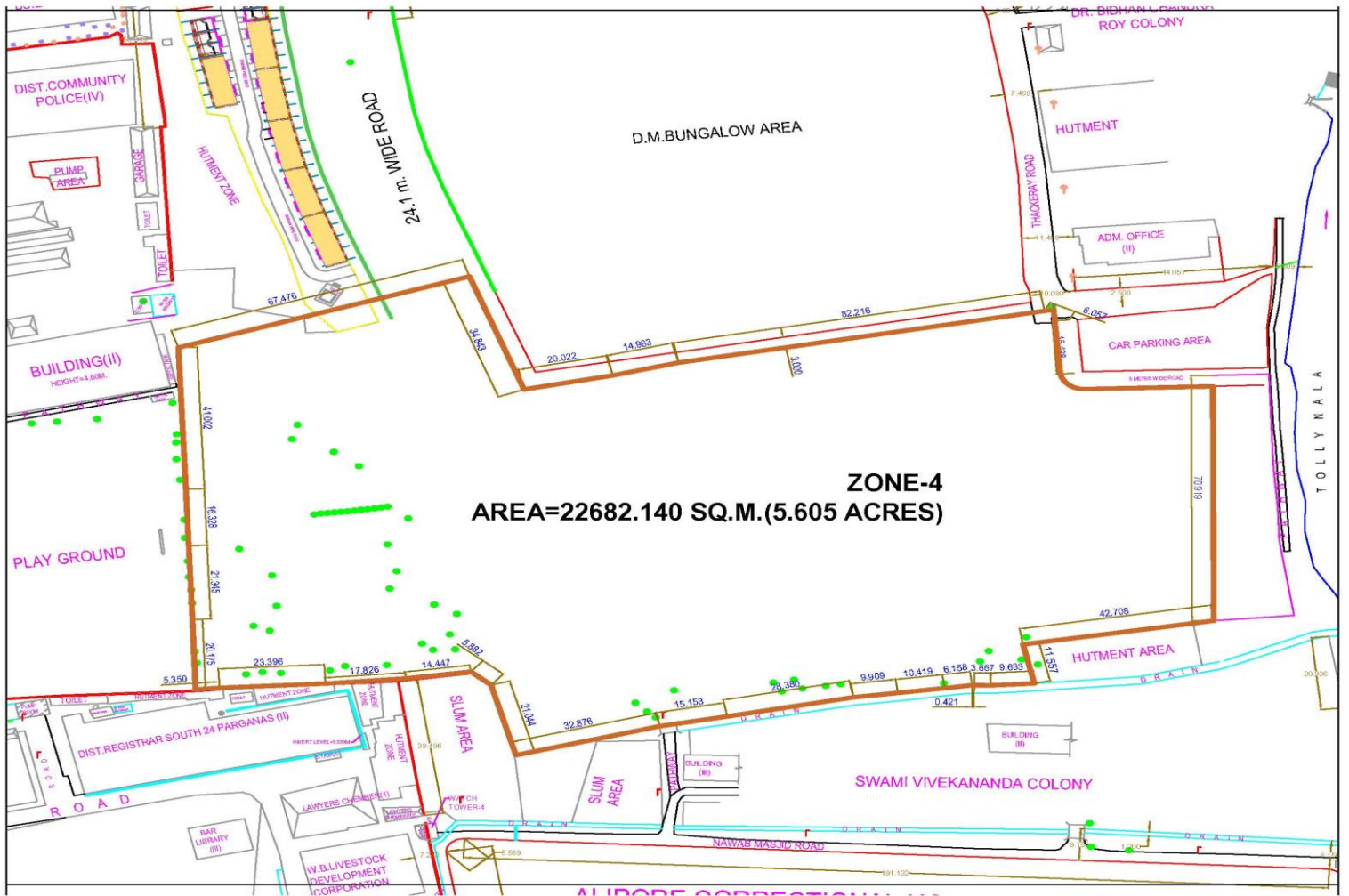
(Signature of the Executant) I Accept

..... (Signature)

(Name Title and Address of the Attorney)

- To be executed by the Sole Bidder or Lead Bidder (in case of Consortium).
- Mode of execution of this Power of Attorney shall be the standard one as per applicable laws on affixation of the Common Seal of the Company.

Annexure - D



Annexure – E: Draft Lease Deed

THIS INDENTURE OF LEASE made on this.....day of2022 BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. a Govt. of West Bengal Company incorporated under the Companies Act, 1956 (Act I of 1956) (CIN U70101WB1999SGC089276) and the Planning Authority, as appointed by the State Government vide order No 1490-HI/HGN/NTP/1M-1/98 dated 14th September, 1999, in respect of the Planning Area declared as such under Notification No. 1423/ HI/HGN/NTP/1M-1/98 dated 27th August, 1999, hereinafter referred to as the WBHIDCO Ltd. (PAN – AAACW4115F) having its registered office at HIDCO BHABAN, 35-1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata – 700156, represented by the Managing Director or Joint Managing Director/General Manager (Administration),/ General Manager (Commercial)/ General Manager (Marketing)/ of the said State Govt. Company who is so authorized by the Managing Director for the purpose of execution of this indenture hereinafter referred to as the LESSOR (which expression shall include its executors, administrators and successor-in-office and assigns) for time being entitled to the reversion immediately on the determination of the terms hereby agreed to be of the ONE PART.

AND

..... (PAN –) having its registered office at in the district of represented byhereinafter referred to as the LESSEE (which expression shall where the context so admits include its executors, representatives, administrator and successors-in-office and assigns) of the OTHER PART.

- 1) WHEREAS the LESSOR has a state wide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town viz. New Town Kolkata, and now has been entrusted with the responsibility of Development of the proposed “Alipore Area Development Project” in terms of G.O. No. 202-H1/HO-24011(99)/22021 BUDGET CELL dated 10th August, 2021 of the Housing Department, Government of West Bengal, which has been subsequently approved by the State Cabinet in its ^t 17th meeting held on 21st February, 2022.
- 2) And WHEREAS, by a Gazette Notification No. 327-H1 dated 1st December 2022, the Housing Department, Government of West Bengal has transferred the right, title and interest in 39.44 acres of land, absolutely and for ever, comprising of 41 plots/holdings, in the 1st phase, within Alipore Area Development Project, including 5.605 acres of land in Plot Nos. 13(P) and 84(P).
- 3) And WHEREAS, in terms of the Gazette Notification dated 1st December 2022, the transferred land to be used for redevelopment, the said 5.605 acres of land having been earmarked for residential or commercial projects or for a mix of both the uses with a view to develop Alipore Area Development Project.

- 4) AND WHEREAS the LESSOR has been allowed and conferred by the Government of West Bengal to transfer the lands by way of lease to the individuals, body corporates, statutory authorities, as the case may be, to materialize the dreams of "Alipore Area Development Project" as a major hub for residential and commercial purpose.
- 5) AND WHEREAS upon such transfer of lands and possession thereof being handed over to the LESSOR, the LESSOR is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land for the period of demise as mentioned hereunder free from all encumbrances which include all that piece and parcels of land described in the SCHEDULE hereunder written.
- 6) AND WHEREAS after transfer the said lands the LESSOR have made the same ready for allotment and lease out the same to the prospective LESSEE in strict conformity with the prevailing principle of allotment based on policy decision of the State Government and other Rules and Regulations as prescribed or might be framed out from time to time and more specifically according to plans, specifications, elevations, designs and sections duly sanctioned by the Competent Authority upon and compliance of maintaining the use of occupancy of the buildings in particular for the purpose for which the land is allotted.
- 7) AND WHEREAS the LESSOR had invited bids for lease by Notice for e-Auction bearing No. C-282/HIDCO/Admn-3920/2021 dated 11th July 2022.
- 8) AND WHEREAS the LESSEE was selected as the highest successful bidder for the plot of land described in the SCHEDULE hereunder for carrying out the Alipore Area Development Project on lease hold basis for a period on 99 years for "....." under principal use "....." through auction held on, notice for which was issued under LESSOR's Notice for e-Auction bearing No. C-282/HIDCO/Admn-3920/2021 dated 11th July 2022. AND WHEREAS such selection was approved in the meeting of the Standing Committee of the Cabinet on Industry, Infrastructure and Employment of the Government of West Bengal held on
- 9) AND WHEREAS in accordance with such decision of the Government of West Bengal, the LESSOR agreed to allot the plot of land described in the SCHEDULE hereunder measuring 5.605 acres at Alipore Area Development Project on **Leasehold basis for 99 years (ninety-nine years)** for "....." under principal use "....." at a lease premium of Rs. only subject to fulfilment of terms and conditions as spelt out in the offer of allotment letter being no..... so as to enable the LESSEE to erect building(s) for residential or commercial projects or for a mix of both the uses after complying with all the formalities.

Now this INDENTURE WITNESSETH that in consideration of the purposes for which the land hereinafter referred to and mentioned in the SCHEDULE hereunder written is required by the LESSEE and a lease premium of Rs. (Rupees) only paid by the LESSEE, the receipt whereof the LESSOR doth hereby admit and acknowledge, and in consideration of the LESSEE agreeing to observe and perform the terms and conditions mentioned hereinafter and also in consideration of the fact that the LESSEE has taken inspection of the said plot of land and has satisfied itself as to the conditions and description of the plot of land and also as to the amenities and facilities appertaining to such land and as to the nature, scope and extent of benefit or interest provided therein by the LESSOR, the LESSOR doth hereby grant and demise unto the LESSEE such land more

fully described and mentioned in the SCHEDULE hereunder written (hereinafter referred to as the said demised land) to hold the same for the period of 99 years yielding and paying therefore a rent at the nominal rate of Rs. 1,000/- per acre, i.e., Rs. _____/- (Rupees _____ only) per annum and subject to the terms and conditions hereinafter covenanted.

A. The LESSEE with the intent that the obligations and covenants shall continue throughout the period of demise agrees and covenants with the LESSOR as follows:

i) The LESSEE shall pay the annual Lease rent at the nominal rate of Rs. 1,000/- per acre, i.e. Rs. _____ (Rupees _____ only) per annum as mentioned above to the LESSOR within 30th April of every financial year from the date of registration of the Deed of Lease.

ii) The LESSEE shall maintain the land with boundary pillars, which the LESSOR demarcates, in good and proper condition at the cost of the LESSEE during the period of demise for easy identification of the demised land.

iii) The LESSEE shall use the said demised land exclusively for the purpose of constructing building thereon at the cost of the LESSEE in conformity with the Building Rules & Regulations as applicable and other Rules and Regulations as prescribed or might be framed out from time to time at Kolkata and more specifically according to plans, specifications, elevations designs and sections sanctioned by the Competent Authority and with the condition as the LESSOR may decide and shall use the said demised land and the structure(s) thereon exclusively and wholly for "....." under principal use ".....".

iv) The LESSEE will have to undertake construction of the building on the demised land in accordance with the sanctioned building plan and applicable building rules and will have to commence construction within 12 months from the date of delivery of possession and complete construction and fully commission the project proposed to be set up on the demised land within a period of 60 months from the date of delivery of possession, unless extended as per decision of the Competent Authority. Time in this regard shall always be the essence of the contract. Upon LESSEE's failure to comply with this condition of lease to set up, complete construction and commission the project within the time fixed, the allotment and lease shall be liable to be cancelled and the LESSOR shall be entitled to re-enter into or upon the demised land after allowing a cure period of 3 (three) months and resume possession thereof and the same shall thereafter vest in LESSOR as in LESSOR's former estate. After such re-entering and resumption of possession, the LESSOR will make payment to LESSEE of the total consideration for lease of the demised land paid by LESSEE to LESSOR together with simple interest at the then Savings Bank rate of the State Bank of India and compensation for construction, if any, then existing on the demised land at a valuation which either would be equivalent to the construction cost of the structure less depreciation or market value at the relevant time, whichever is less, as may be assessed by the State Government less the charges, as per the table given in xxviii below, and the same shall be treated as agreed compensation for such loss of property. The LESSEE will

in such event, be obliged to execute and register in favour of LESSOR an appropriate document of retransfer in a manner or form as may be fixed by LESSOR. All costs and expenses for such document to be executed consequent upon LESSEE's failure to comply with the provisions relating to construction and/or completion of the project and/or commissioning thereof as aforesaid shall be to LESSEE's account.

v) The LESSEE shall neither make any excavation in the land nor remove any earth / subsoil there from except in the course of normal construction or repairing of the building(s), if necessary, in contravention of provisions of any Act and Rules of the land use and management and if made with the prior permission of the Competent Authority, regard shall be had so that the surrounding plots and common area possessed by the LESSOR are not disturbed in any way.

vi) The LESSEE shall not alter the location of the sewer /water connection lines except prior approval of LESSOR, which shall not normally be allowed for the sake of greater interest of the project area.

vii) The LESSEE shall be liable to make all payments towards taxes, fees, rates, any other impositions etc. that may be levied by any local authority (in future) with effect from the date of these presents.

viii) The LESSOR shall remain indemnified against any such claims / dues payable by the LESSEE to any local authority in future.

ix) The LESSEE shall not carry on or allow to be carried on in the said land any unlawful, illegal or immoral activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised land.

x) There shall be an option of renewal of the lease period for the like term on such terms and conditions as may be imposed by the LESSOR and included in such renewal lease deed. The LESSEE shall make over peaceful vacant khas possession of the demised land on determination of the lease. Regard shall also be had so that the surrounding plots of other allottees and common areas possessed by LESSOR are not disturbed in any way. The LESSEE shall be liable for all repairs and maintenance and keep such land in a good condition at his own cost.

xi) The LESSEE shall not sub-divide or sub-lease the demised land / or any part thereof. But the building(s) constructed thereon or the structure(s) constructed thereon / or any part thereof may be allowed for sub-leasing / sub-letting / assignment by the LESSOR, 'in principle', on receipt of specific proposal keeping the principal use unchanged. Conditions of the instant lease shall also be applicable for such sub-lease.

xii) The LESSEE shall obtain all necessary prior clearances and licenses from the statutory and other appropriate authorities for establishing the intended project as required under Law for the time being in force and shall also go on complying with all the terms and conditions of such clearances throughout the period of Lease.

xiii) The LESSEE shall not assign, alienate or transfer the demised land or any part thereof without prior written permission from the LESSOR who reserves the right to refuse such proposal considering its merit. However in case of LESSEE's inability to continue the lease for the unexpired time period of the lease, the LESSOR shall have the right of pre-emption and upon the exercise of this right the building(s) constructed by the LESSEE on the land shall be taken over by the LESSOR at a valuation of the building(s) made by the LESSOR on the basis of the cost of construction of the building(s) less depreciation at the usual rate or the market value thereof, whichever is less. The value of the land will be the amount of the premium paid by the LESSEE. The demised land shall, however, have to be surrendered by the LESSEE to the LESSOR.

xiv) The LESSEE may, however, mortgage the lease hold interest (and not the demised land itself) on the demised land only for obtaining loans and / or assistance from any Reserve Bank of India recognized Bank / Financial Institution (not NBFCs) on prior written consent of the LESSOR.

xv) The LESSEE shall allow any person authorized by the LESSOR or Local Body concerned to inspect, maintain and construct/reconstruct the sewerage lines, water supply lines and storm water drains, water meters and other utility services or to do any work in connection therewith within the plot without any obstruction or hindrance by the LESSEE.

xvi) The LESSEE shall pay and discharge all existing and future rates, taxes, other impositions, charges and enhancement, if any, of land value on the date of registration of the Deed of Lease in respect of the said demised land and structure thereon which as and when may be determined by any Competent Authority to be payable by the LESSEE to such authority under the provision of law for the time being in force.

xvii) The LESSEE shall pay and continue to pay service charges to the LESSOR or Local Body for maintenance of the services within the Alipore Area Development Project. The LESSOR or Local Body will assess and decide upon hearing the LESSEE the periodical service charge to be paid by the LESSEE from time to time.

xviii) The LESSEE shall keep the LESSOR indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work, may become payable or be demanded by any local authority or authority in respect of the same works or of anything done under the authority herein contained.

xix) The LESSEE shall carry and perform all the obligations and duties covenanted herein and observe and perform all Laws, Rules and Regulations which may be required to be observed and performed by the LESSEE in this regard at their own costs and responsibility.

xx) If any of the aforesaid terms and conditions is violated or any act is done in contravention of the aforesaid terms and conditions covenanted herein by the LESSEE or any of its agent/employees, the LESSOR shall have the right to revoke the lease and to re-enter into possession of the demised land after allowing a cure period of 3 (three) months and resume the same including the structure(s) thereon, if any, even after the handing over of possession to the LESSEE on such determination of lease.

xxi) The LESSEE shall approach to CESC Ltd. independently for ensuring supply of electricity and shall also undertake construction of all necessary internal infrastructures at its own costs and expenses.

xxii) The LESSEE at its own costs shall maintain necessary utility services and amenities including sewerage, sanitation, drainage, electricity, water and Gas Supply and other civic amenities within the plot of land hereby demised.

xxiii) The LESSEE shall not encroach in any manner the adjoining land/road/pathway or any part of the area beyond the demised land. The LESSEE shall be liable to compensate for any damage caused by it directly to the infrastructural amenities or facilities of any kind provided by the LESSOR in the entire adjoining areas.

xxiv) The LESSEE shall not amalgamate the demised land or any part thereof with any other plot or plots of land without the prior permission of the LESSOR /Local Body.

xxv) The allottee/ LESSEE may be allowed to mortgage the leasehold interest only (and not the demised land itself) on the demised premises under allotment for obtaining loans and/or assistance from any Reserve bank of India recognised Bank/Financial Institutions (not NBFCs) either in full or part, only with the prior written permission of the Lessor.

xxvi) The LESSEE is not entitled to assign his leasehold interest, whether in full or in part, without prior written approval of the LESSOR and the assignee shall hold the same on the same terms and conditions as in the original lease and to such other terms and conditions as may be considered to be imposed by the LESSOR while granting such approval. In case of such assignment of leasehold interest the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of the lease on payment of such consideration money and annual rent based on the prevailing market value as may then be fixed by the LESSOR in granting such lease.

xxvii) The LESSEE shall not bring in or store or allow to be brought in or stored in the demised land or any part thereof any hazardous inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised land and/or the structures to be constructed thereon and not do or allow to be done on the demised land anything that may deteriorate the value of the demised land or injure the same in any way, except in accordance with law.

xxviii) In case of resumption of the demised land from the LESSEE, refund of the lease premium paid by the LESSEE shall be made as follows:

The lease premium paid by the LESSEE deducting the arrear lease rent (if any) together with the occupation charges to be deducting cumulatively on the cost of the original allotment taking the period of occupation of the demised land into account as under noted.

Occupation period (No. of years from the date possession)	% of lease premium to be deducted per annum or part thereof, cumulatively
Up to 1 year	1%
2 years	1% + 1% = 2%
3 years	1% + 1% + 1% = 3%
4 years	1%+1%+1%+1%=4%
5 years	1%+1%+1%+1%+1%=5%

xxix) If at any time it is found that the allotment of the demised land has been obtained by the LESSEE by misrepresentation or fraud, the allotment shall stand determined and the LESSOR shall be entitled to its rights as contained in para A (xiii) and (xxviii) above.

B. The LESSEE further covenants with the LESSOR as follows: -

- a) The LESSEE will pay and discharge all existing and future municipal rates taxes assessments impositions and outgoings whatsoever which now are or any time hereafter shall be imposed or charged upon the transfer of the demised land and which may be payable by the owner or occupier thereof whether in respect of the transfer, the demised land or the building(s) to be erected thereon or otherwise.
- b) The LESSEE will comply with and follow all applicable laws, rules and regulations for construction and the use enjoyment and possession of the said plot and the project to be set up thereon [including but not limited to Land Use Development and Control Plan (LUDCP) / Development Control Regulations of the Kolkata Metropolitan Development Authority/ Kolkata Municipal Corporation for the Kolkata Metropolitan/ Municipal Area or part thereof] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof.
- c) The LESSEE will comply with, at all times, all applicable laws, rules and regulations concerning the demised land, the project or its operations and business.
- d) The LESSEE will arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the said plot and/or from the project to be set up on the demised land in accordance with applicable laws, rules and regulations.

- e) The LESSEE will install necessary pollution control equipment and facilities and obtain necessary periodical clearances in this regard from the applicable authorities.
- f) The LESSEE will ensure that the quality of effluents, if any, generated from the demised land shall conform to the norms laid down by the West Bengal State Pollution Control Board and to discharge all effluents in accordance with applicable laws, rules and regulations.
- g) The LESSEE will keep the demised land clean and free from all sorts of nuisance and not allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.
- h) The LESSEE will keep all structures to be erected on the demised land in good and tenantable repairs and condition and to maintain the same in good repair and condition.
- i) The LESSEE will take necessary precautions towards fire safety and to carry out regular maintenance and replacement of electrical wirings installations and appliances.
- j) The LESSEE will allow the LESSOR or Kolkata Municipal Corporation, or any other local authority, their agents and servants with 24 hours previous notice in writing to enter into and upon the said plot and view the state and condition thereof and to give or leave notice of any defect in such condition which the LESSEE shall be liable to make good within 15 days after such notice has been given or left.
- k) The LESSEE will execute to the satisfaction of the LESSOR or Local Body all such works and observe and perform all such rules and conditions which shall appear to the LESSOR or to the sanitary authorities of the State to be necessary or desirable in order to keep the demised land in good sanitary order and condition.
- l) The LESSEE will preserve and keep intact the boundaries of the demised land and keep them well demarcated with boundary walls, pillars or fencing according to the requisition from time to time as may be made by the LESSOR and point them out when required by the LESSOR to any officer duly authorized by the LESSOR in writing to inspect them. Should any boundary mark be missing, the LESSEE shall report the fact to the LESSOR. The LESSEE shall maintain such boundary walls, pillars or fencing in good and proper condition.
- m) The LESSEE will take steps to ensure that no other person may encroach into or upon any portion of the demised land.
- n) The LESSEE will make all arrangements for security, firefighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the demised land at its own cost and to the satisfaction of the LESSOR.

- o) The LESSEE shall not use or allow the demised land or any part thereof or any construction thereon to be used for any purposes other than the purposes for which the same has been offered to the LESSEE as mentioned above under para- A (iii) of the covenants of the LESSEE.
- p) The LESSEE shall not allow the demised land or any construction thereon or any part thereof to be used as a place of public worship or burial and not allow any shrine, temple, mosque, church or any other kind of place of worship or any kind of public or private religious or charitable trust to be erected thereon or any part to be used for the said purposes.
- q) The LESSEE shall not encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the demised land or upon any other adjoining land whatsoever and in the event of the LESSEE committing a breach of any of the terms contained in this clause, the LESSEE shall in addition to all other rights available to the LESSOR for breach of this condition, be liable to pay to the LESSOR damages at such rate and for such period as the LESSOR may in its absolute discretion think fit and proper PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the LESSEE to be observed by the LESSEE shall, in addition, hold the LESSOR harmless and indemnified against any loss, damage, claims or actions whatsoever that the LESSOR may be put to or the LESSOR may in anywise incur in anyway relating thereto or arising therefrom.
- r) The LESSEE shall not at any time hereafter, to open or work or dig any quarries for clay, gravel or sand, in upon or under the demised land and the LESSEE agrees that the LESSOR reserves the right to all minerals in the said plot together with such rights of way and any other reasonable facilities as may be required for mining, gathering and carrying away such minerals PROVIDED THAT the LESSEE shall be at liberty to dig pits and make other excavations for the purpose of foundations for constructions of permanent buildings/structures thereat.
- s) The LESSEE shall not do or cause to be done in or upon the demised land or any part thereof or in the building(s) that may be erected thereon, any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.
- t) That any relaxation and indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice the rights of the LESSOR.
- u) That the failure of the LESSOR to enforce in any one or more instances, performance of any of the terms covenants and conditions of the allotment shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, condition and covenant and such failure shall not in any way affect the validity of this allotment or the LESSOR's rights and LESSEE's

obligations. The LESSEE agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of allotment executed by both LESSOR's and LESSEE.

v) That any statutory powers as may have been or will be conferred upon the LESSOR shall automatically apply to the demised land and provisions in that respect shall be deemed to have been incorporated in the offer by way of reference and the LESSEE is deemed to have constructive notice thereof.

C. The LESSOR hereby covenants with the LESSEE as follows: -

1. The LESSOR has good and marketable title in the demised land described in the SCHEDULE hereunder written free from all encumbrances and the LESSOR has all right to transfer the demised land to the LESSEE on leasehold basis by executing this indenture.

2. The LESSEE observing, performing, fulfilling and discharging all the responsibilities covenanted herein shall hold and enjoy the said demised land for the period of demise without any interruption by the LESSOR or any of its agents or representatives whatsoever.

3. The LESSOR further covenants with the LESSEE to save harmless indemnify and keep indemnified the LESSEE from or against all encumbrances, losses, claim charges and equities whatsoever arising or accruing before execution of these presents.

D. 1) In the event of any difference and disputes whatsoever relating to these presents or the rights and obligations of both the LESSOR and LESSEE hereto arises in course of implementation of the intended project and interpretation of this Indenture of Lease including any breach thereof, remains the same shall be referred to the Managing Director, WBHIDCO Ltd. or to a person nominated by him for settlement and whose award will be final and binding to both the parties.

2) All suits arising out of this Indenture of Lease, if any, will have Jurisdiction of Court in the City of Kolkata i.e. Hon'ble High Court Calcutta and its subordinate courts only and no other Court, when settlement through mutual discussion fails.

SCHEDULE

ALL THAT piece and parcel of land measuring aboutkatha (..... sq.m.).be the same or little more or less being Plot No Premises no. in Action Area – situated in the Alipore Area Development Project, Police Station –, District, butted & bounded by –

ON THE NORTH:

ON THE SOUTH:

ON THE WEST:

ON THE EAST:

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY

FOR AND ON BEHALF OF THE WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (LESSOR)

In presence of the Witnesses

1.

2.

SIGNED BY THE AUTHORISED SIGNATORY FOR AND ON BEHALF OF (LESSEE)

In presence of the Witnesses

1.

2.

Drafted by WBHIDCO Ltd.