

Sub:- Reply to queries raised by prospective bidders in the pre-bid meeting held on 21.01.2026 and 30.01.2026 for monetization for 38 plots within Newtown, Kolkata.

SI No.	Reference	Query raised by prospective bidders	HIDCO Response
1	e-auction of the 10.094 acre (40849.85 Sq. mtr) of land in plot no. CBD-7,15,16 in CBD area of New Town, Kolkata.	If there are any other detailed documents (such as bid documents, technical details, or terms and conditions) available for reference.	Please refer NIA document and respective corrigendum if any for participation in the e-Auction.
2	e-Auction of land at New Town Action Area-II	<p>WBHIDCO is stated as the owner. Please confirm legal title details, including whether the land is free from encumbrances, litigation, acquisition proceedings under the Land Acquisition Act, 2013, or urban land ceiling issues under West Bengal laws. Are mutation records updated, and is the land originally leasehold now converted to freehold? Provide chain of title summary.</p> <p>Kindly clarify whether the subject land parcel is presently vacant and free from any encroachments, structures, utilities, pipelines, cables, drains, or third-party occupation.</p>	<p>The land is duly acquired lawfully under relevant Act and mutated there is no encumbrances. Govt. land put up in e-Auction (including its parastatals) are exempted from ULC.</p> <p>The possession of encumbrance free land will be handed over to the allottee.</p>
3	e-Auction of land at New Town Action Area-II	<p>Whether the boundaries of the plot are clearly demarcated on site and match with the layout plan and records. In case of any shortfall or excess area detected during joint measurement prior to execution of the Sale Deed, please clarify whether the consideration amount shall be adjusted proportionately. Is a site plan or survey map available for review? If so, how can intending bidders access it?</p> <p>If any pre-existing encroachment or boundary mismatch is discovered during joint measurement, what will be the remedial mechanism—refund, proportionate adjustment, or alternate land?</p> <p>Kindly confirm whether the plot enjoys clear and uninterrupted access from the abutting road(s) and whether any right of way, public pathway, or easement affects the subject land.</p> <p>As the permitted use is stated to be "Residential", kindly clarify the applicable zoning regulations under NKDA/LUDCP, including permissible FAR/FSI, ground coverage, height restrictions, and setback requirements.</p>	<p>The consideration money will be adjusted proportionately with the actual area after joint measurement.</p> <p>Proportionate adjustment.</p> <p>There is uninterrupted access to the subject land from the abutting road(s).</p> <p>The NKDA Building Rules may be followed.</p>

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
 (A Govt. of West Bengal Undertaking)

"HIDCO BHABAN", Premises No. : 35 - 1111, Biswa Bangla Sarani, 3rd Rotary, New Town, Kolkata-700156
 Telephone : (033) 2324-6037/6038, Fax No. : (033) 2324-4833/3016/6009, e-mail : wbhidcoltd@gmail.com / info@wbhidco.in
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		Whether change of land use will be permitted to the successful bidder, and if yes, whether any additional fees or charges will be payable for such change.	WBHKDCO has specific policy for change of land use on case-to-case basis upon payment of permission fee.
4	e-Auction of land at New Town Action Area-II	As per the RFP, the successful bidder is not permitted to transfer the vacant land to any third party without prior permission of the Authority. Kindly clarify the scope and extent of this restriction, including whether transfer, assignment, mortgage, charge, or creation of any third-party rights (including for financing purposes) shall be permitted after execution of the Sale Deed, and if so, under what conditions and approvals.	Permission of WBHIDCO is only required in case of transfer of freehold interest of the allottee over the vacant land.
		Please clarify whether all statutory approvals/NOCs required from NKDA and other authorities for residential development shall be obtained by the successful bidder, and whether WBHIDCO will provide any facilitation or support in this regard.	After execution of deed and handing over possession, it is the responsibility of the allottee to obtain statutory permission, clearances, sanctions etc.
		Further, kindly clarify the rationale and necessity for requiring the successful bidder to submit a Preliminary Project Report (PPR) for the proposed project, including the intended purpose and how the said report shall be utilized by the Authority.	It is required for administrative purpose to set an idea of development of the project area.
5	e-Auction of land at New Town Action Area-II	In case execution of the Sale Deed or handing over of possession is delayed due to reasons attributable to WBHIDCO or pending Government approval, kindly clarify whether the construction timelines shall stand extended correspondingly without penalty.	Construction timeline starts from handing over possession of land (MOP) to the successful bidder/allottee.
		Kindly clarify whether draft copies of the Allotment Letter and Deed of Sale will be shared with bidders prior to or after the auction for review.	Draft copy of Deed and Allotment letter is enclosed.
		As the allotment is subject to approval of the State Government, kindly indicate the expected timeline for obtaining such approval after conclusion of the e-Auction. Please also clarify whether the highest bidder may be rejected even after fulfilling all eligibility and financial conditions.	Please follow 2nd paragraph of page 1 of NIA Document.
		In case Government approval is delayed or denied, kindly clarify whether the EMD and any deposited amounts shall be refunded without deduction and within what timeframe.	In case of denial of Government approval prompt refund of EMD will follow without any deduction.

		<p>Kindly clarify whether the subject plot has been assessed by the local municipal authority and whether any municipal dues are outstanding. Please also clarify whether WBHIDCO shall provide an undertaking regarding clearance of dues up to the date of possession.</p>	There will be no municipal dues at the time of handover of land.
		<p>Since the land is proposed to be conveyed on a freehold basis, kindly clarify the legal authority under which WBHIDCO reserves the right of resumption/re-entry, as provided in the tender document.</p>	T & C of the deed of conveyance is in accordance with the extant policy of WBHIDCO.
		<p>Considering the importance of detailed due diligence, kindly clarify whether any additional site visit opportunity or extension of bid submission timelines may be considered by the Authority.</p>	WBHIDCO will try to arrange for additional visit.
6	e-Auction of land at New Town Action Area-II	<p>It is observed that the RFP does not specify any financial eligibility criteria such as minimum net worth, turnover, or financial capacity requirements. Kindly clarify whether there are any prescribed financial eligibility criteria for participation in the e-Auction, or whether any entity fulfilling the basic registration requirements is eligible to bid.</p>	Entity submitting the required documents as stated in clause 19 are eligible.
		<p>Kindly specify the maximum permissible building height for the subject plot as per NKDA Building Rules, and indicate the relevant rule/section governing such height restrictions.</p>	NKDA Building rule may kindly be followed.
		<p>Please clarify the definition of 'Commercial' use as per the NKDA Building Rules. Further, kindly confirm whether 'Branded Residence' and 'Senior Living' developments are permissible under the Residential use category."</p>	Commercial means anything which is not residential except industrial, hazardous and storage.
7	Allotment of 0.30 Acre (1214.08 sq. mtr.) of land at Plot No. CC-1, Action Area I, New Town, Kolkata	<p>Kindly confirm whether the subject land is free from all encumbrances, litigations, charges, easements, or third-party claims, and whether a clear title certificate / legal opinion will be provided prior to execution of the Sale Deed.</p>	WBHIDCO is the rightful owner of all the plots it places in e-Auctions.
		<p>Please confirm whether the land is free from any acquisition proceedings, court orders, or reservations under any State law. We observe a dispute pending against the said land and a set of documents for your reference.</p>	The possession of encumbrance free land will be handed over to the allottee.
		<p>Please specify the exact permissible commercial uses under NKDA zoning regulations for Plot CC-1.</p>	All non-residential uses as per NKDA regulations.
		<p>Kindly clarify the permissible FAR, ground coverage, maximum building height, setback</p>	NKDA Building Rule (as applicable) may be consulted

		norms, and whether any premium FAR is applicable.	
8	Allotment of 0.30 Acre (1214.08 sq. mtr.) of land at Plot No. CC-1, Action Area I, New Town, Kolkata	Construction timelines have been stipulated as commencement within 1 year and completion within 5 years. Kindly clarify whether delays attributable to statutory approvals, authority clearances, or force majeure events will be condoned without penalty.	Matter will be handled on case to case basis by the competent authority.
		Please confirm whether any recurring charges such as annual maintenance, infrastructure charges, or other levies shall be payable post-allotment.	All payable levies and charges shall be borne by the allottee.
		Clause 9 restricts transfer of vacant land. Kindly clarify whether mortgage of the land in favour of banks or financial institutions for project financing is permitted with prior approval.	Yes. Mortgage of land to RBI approved Banks is possible.
		After completion of construction, whether transfer, sub-leasing, or sale of built-up space is permissible as per WBHIDCO/NKDA policy.	There is a prohibition of transfer of vacant land as per Clause 9 of T & C in page no. 3 of NIA.
		Please clarify whether WBHIDCO reserves the right to reject the highest bid without assigning reasons, even if the bid is above the reserve price.	Yes.
		Please confirm whether any alternative dispute resolution mechanism is available prior to initiation of litigation.	Please follow Clause 29 of NIA document. (Dispute resolution)
		Kindly confirm whether the following shall be provided prior to execution of the Sale Deed: a) Approved layout and land use clearance b) Mutation status in government records	The matter may be referred to Land Section of WBHIDCO.
9	Allotment of 0.30 Acre (1214.08 sq. mtr.) of land at Plot No. CC-1, Action Area I, New Town, Kolkata	Please confirm whether a draft Sale Deed is available for review prior to bidding.	Draft Sale Deed may be shared.
		It is observed that Annexure-A refers to Plot No. IIB-98/1 in Action Area II , whereas the subject auction pertains to Plot No. CC-1 in Action Area I . Kindly clarify and correct the same.	This is a typographical mistake. Please read Plot no. CC-1 in Action Area I in place of Plot no. IIB-98/1 in Action Area II .
		It is stated that Audited Balance Sheets for the last three years up to 31.03.2023 are required. Kindly clarify whether submission of the most recent / current audited balance sheets (for later financial years, if already audited) shall be acceptable, in lieu of or in addition to the balance sheets up to 31.03.2023.	Most recent / Current audited balance sheets for last 3 years will be acceptable.
10		With regard to the requirement of financial documents for a 3 year period, can a new entity or a SPV formed for participating in this auction which has not completed 3 years or an entity with NIL Turnover participate in the Auction	Turnover of Holding Company will be considered.

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		without submitting financial documents for a 3 year period?	
		Can an entity after acquiring the property from WBHIDCO by becoming the Highest Bidder, enter into a Joint Development Agreement with another entity for constructing the residential project? Is there any requirement of sanction/approvals for the same?	Joint Development Agreement will be allowed. Permission is only required for transfer of freehold interest of the vacant land as well as for change of use.
		The Bid Document provides a time constraint of commencement of construction within 1 year of delivery of possession to the Highest Bidder. In case the Sanction authorities such as the N.K.D.A. or any other Governmental authorities take excess time in providing clearances and approvals, what recourse would be available to us for combating such time constraints?	The matter of time constraints will be dealt with on case to case basis depending on merit.
11		Can we avail Construction Finance from Banks/F.I.s for construction of the Project? Is there any embargo on the same?	Yes
12	Clauses 19.1 through 19.7	Is there any technical i.e. development activity or past experience criteria that should to be meet by the entity to be eligible to bid in the e-auction.	Only the documents stated in clause 19 of the NIA document are required to be submitted.
13		You have identified certain land as residential which we would prefer to have commercial use and in the like manner there are certain parcels which you have earmarked as commercial, are good for residential use. Therefore, our query is whether such flexibility in use is permissible or not from your notified use?	Principal use as mentioned in the NIA is to be followed with mixing of use as is permissible under the NKDA Building rules.
		Also if you allow such changes will there be any extra charge?	Mixing of use is permissible as per NKDA rules.
		There are few plots which are side by side. We may consider bidding for those side by side plots and amalgamate them for one single project. So, we would like a confirmation that such amalgamation will be permissible.	Permissible after approval of the competent authority.
14		Presently we will be bidding for the land parcel but if we are successful, we might like to take transfer the property. A new company being SPV for the project and for which we nominate such SPV. Therefore, our query is whether such nomination before the registry of Sale Deed will be permitted or not?	The Deed of Sale will be executed in favour of the successful bidder/allottee and not the SPV.
		If yes, what would be the percentage of mercantile/retail/commercial be permitted?	The NKDA Building rule may be followed.

Is there any encumbrance on the said property?

AN encumbrance free land will

be provided.

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		Is the property butted and bounded?	It is well demarcated by WBHIDCO.
		What is the existing ground level as compared to the existing road level?	Both are same in most of the cases. However, bidders are requested to verify the same physically by themselves.
		As there are multiple rules and various relaxations provided to various allottees, can a clear rule for FAR calculation be shared?	The NKDA Building rule may be followed.
		Can additional FAR for both Green Building and Metro be utilised on the plots?	The NKDA Building rule may be followed.
15		Considering the potential gap between the auction date and the actual handover of possession, will successful bidders be permitted to undertake survey and soil testing during this interim period, so that they are prepared with sanction plans to meet construction timelines?	Permission for survey and soil testing may be allowed after completion of the Allotment process.
		Given that the land is not clearly demarcated will WBHIDCO construct a boundary wall before handing over possession, to ensure that successful bidders face no difficulty while commencing project execution?	After demarcation construction of boundary wall is the responsibility of the H1 bidder.
		In relation to the turnover eligibility requirements for the land, if a bidder submits the bid in the name of its parent company, would it be permissible to execute the Sale Agreement with WBHIDCO subsequently in the name of its subsidiary, any other group company, or an LLP constituted for this purpose?	No
		Certain plots put up for auction are adjoining to each other. In the event an intending bidder is successful in acquiring all such adjoining plots, will A of these plots into a single plot be permitted after or before execution of the Sale Agreement?	Amalgamation of plots is allowed before execution of deed on case to case basis.
		Currently, we make our payments via Demand Draft (DD) as our company does not have an online banking facility. We would like to inquire if there are any alternative methods to make payments through Axis Bank, other than the Axis Bank Easy Pay Online Solution. Could you please let us know if there are other offline or bank-integrated options available to us?	The payment of EMD can be made by RTGS/NEFT only as per clause 22 of NIA document.
17		Request your good office to grant an extension of three weeks for submission of the offer, thereby amending the due date from 05.02.2026 to 26.02.2026 due to the procedure of approvals from govt.	Time line has already been extended. No further extension is considered at this stage.

		Terms and Conditions – Point No. 7 (page-3): The Notice states that bids are invited on “As Is Where Is,” “Caveat Emptor,” and “No Complaint” basis. We understand that the land will be handed over to the successful bidder without any encumbrance, and the allottee will not be responsible for any legal entanglements or third-party claims associated with the transfer of the plot. In case such issues arise, we presume WBHIDCO will address them without any implication to the allottee. Kindly confirm our understanding.	The same is confirmed.
18		<p>What is the minimum no. of Bidder required for conducting an e-auction for a Particular Plot?</p> <p>Can a single bidder bid for multiple plots? In case if the same is allowed how will such company participate in auction of multiple plots being held at the same time through a single Login ID, simultaneously?</p>	<p>3 (three)</p> <p>The customer care of NIC portal may be conducted. The customer care number is mentioned in the website of "eauction.gov.in".</p>
		<p>In the event there is any delay in obtaining pre-constructional clearances from the concerned authorities and in obtaining the sanction plan from NKDA, will HIDCO consider an extension of the Construction Commencement & Completion time?</p> <p>Since the plots are being sold on Freehold basis, can the Successful Bidder re-transfer the plot a third party once the plot has been absolutely transferred to it? Is there any pre-condition or approval required for such transfer?</p> <p>The plots which fall in the metro corridor is there any extra FAR/FSI available on the plots over and above what is permissible usually?</p>	<p>the matter may be dealt with on a case to case basis.</p> <p>No vacant land can be transferred.</p> <p>The NKDA Building Rule may be followed.</p>
19		<p>Is Additional FAR (Green Building -10%, Mega Commercial projects -15%, Metro Corridor Mega Commercial projects -15% for Road <24 mtr, 20% for Road > 24 mtr) is available in CBD over and above 3.50?</p> <p>What is the additional charges for availing additional FAR?</p> <p>If a bidder invests in Tourism Projects, please confirm whether Additional FAR of .25 over and above existing Maximum Permissible FAR for Mega Tourism Project is available?</p> <p>For Mega Tourism Project - Additional FAR is mentioned as .25 over and above existing Maximum Permissible FAR is available, whether the same is 25% of FAR or .25 FAR only?</p>	<p>The NKDA Building Rule may be followed.</p>

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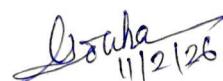
		If a Bidders purchases two adjacent plots, is merge/amalgamation of plots allowed by HIDCO, in such a case?	This requires permission from the UD & MA department, Govt. of West Bengal.
		Can HIDCO share the draft Letter of Allotment/Deed of Conveyance.	The same may be shared.
		What is the minimum value of Stamp Paper required for the POA to be submitted? Should the same be Notarized?	As per rule.
		Will the department facilitate inspection of the Plots? What is the process for that?	Plot are free to be inspected.
		Is assignment of plot to a subsidiary of Successful Bidder allowed?	No.
		Is there any DPC (Delay penalty charges) for construction and completion on the plots?	Yes.
20		There seems to be few encroachments on few of the plot, will HIDCO remove such encroachments and deliver vacant possession to the successful bidders?	Vacant and encumbrance free land will be transferred.
		Some documents have been required by HIDCO to be submitted by the Bidders under the heading " Other documents to be provided ". When should the bidder submitted such documents?	At the time of submission of bid document.
		What is the maximum (%) percentage of relaxation in the usage of a plot allowed?	Please follow the NKDA building rules.
21		<p>As per list of documents to be submitted, it is mentioned that "Audited Balance Sheet for last three years up to 31.03.2023" is required to be submitted. Please clarify whether:-</p> <p>a) The Audited Balance Sheet for the last three years till 31.02.2023 (i.e for FY 2020-21, FY 2021-22 and FY 2022-23) is to be submitted or</p> <p>b) The Audited Balance Sheet for the last three years from 31.02.2023 (i.e for FY 2022-23, FY 2023-24 and FY 2024-25) is to be submitted.</p>	Audited balance sheet for last three years may be submitted.
		Ground Coverage in CBD - 35% is available, can It be increased to 50%?	Please follow the NKDA building rules.
		Please confirm whether Multi Level Car Parking is allowed?	Please follow the NKDA building rules.
22		<p>The Dag Nos. which are the part of the Plot no. IIIE/12, Action Area III, Newtown ("Plot") have been mostly acquired by West Bengal Housing Board vide land acquisition process under the Land Acquisition Act, 1894. However, from the record it cannot be ascertained whether RS Dag nos.3767 and 3768 under J.L. No.36 and Mouza Patharghata have been acquired under the above-referred Act. Please share the information and all necessary documents related to acquisition of the land which are part of the plot</p>	WBHIDCO is the rightful owner of all the plots it places in e-Auctions.

		<p>for the afore-mentioned auction including but not limited to LA Case Nos.: (i) 4/143 of 04-05; and (ii) 4/141 of 04-05.</p>	
		<p>From the record it has been found that Dag no.3764 has been purchased by WBHIDCO from individual. Please share chain deeds and title document of WBHIDCO through which the title with regard to the above Dag no. has been acquired.</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
		<p>All R.S./ L.R. Parcha in respect of the dags comprised in the Plot.</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
23	<p>e-auction of 7.21 Acres land in New Town under e-auction ID 2026_WB_5357</p>	<p>Current BL&LRO records show land use as "SHALI". For approvals, this will need to be converted to "BASTU". Please confirm whether WB-HIDCO will convert the land to BASTU before allotting the said land to the winning bidder.</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
		<p>Please share documents and relevant information on how the said land has been transferred from West Bengal Housing Board to WB-HIDCO.</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
24	<p>e-auction of 7.21 Acres land in New Town under e-auction ID 2026_WB_5357</p>	<p>As per the Land Acquisition records, a total land area of 21.81 acres was acquired by West Bengal Housing Board, out of which 7.210 Acres is being auctioned under auction ID. Please share land acquisition details for the above-mentioned total land area.</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
		<p>Please confirm whether there are any structures on the said land. Please also confirm whether the same will be removed before allotment of said land to the winning bidder.</p>	<p>The land will be allotted on as is where is basis.</p>
25	<p>e-auction of 7.21 Acres land in New Town under e-auction ID 2026_WB_5357</p>	<p>Please share details and copies of any easements, rights of way, access rights, or common passage rights affecting the Plot, including access from public roads maintained by NKDA or other authorities</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
		<p>Details and copies of any easements, rights of way, access rights, or common passage rights affecting the Plot, including access from public roads maintained by NKDA or other authorities.</p>	<p>WBHIDCO is the rightful owner of all the plots it places in e-Auctions.</p>
		<p>Details and copies of any agreements, arrangements, memorandum of understanding, or correspondence with any governmental or local authority affecting the title, use, or</p>	<p>This is a acquired land and WBHIDCO is the rightful owner of the land.</p>

		<p>Please clarify whether there are any requirements to provide EWS, LIG, MIG, or HIG housing as part of the project. Our understanding is that no such restrictions apply, and the winning bidder may proceed with residential development as per market conditions.</p>	No requirement to provide EWS, LIG, MIG or HIG housing on the allotted plot.
		<p>Point number 9 under Terms & Conditions mandates construction to commence within 1 year and completion within 5 years of possession. Since this is a freehold auction, we request autonomy to develop the project basis prevailing socio-economic conditions and feasibility. Kindly consider removing or relaxing this clause, as it limits comfort for bidders.</p>	No removal or relaxation of existing clause in the NIA document is possible.
		<p>Please also confirm that no further NOC from WB-HIDCO will be required during construction or for creating third-party rights post-acquisition, or for creating any mortgage on the said land.</p>	Permission to create third party interest is required from WBHIDCO.
26	e-auction of 7.21 Acres land in New Town under e-auction ID 2026_WB_5357	<p>The bid document specifies the requirement for audited balance sheet for the last three financial years ending 31.03.2023. This appears to be a typographical error. Kindly confirm if the above period is correct.</p>	Audited balance sheet for last three years may be submitted.
		<p>Please clarify if a Chartered Accountant's certificate is required for turnover validation, and if so, provide the prescribed format. Also, please note, the Tender Document does not specifically stipulate any minimum turnover requirement as a guiding or qualifying criteria. In view of the same, we understand that there is no prescribed turnover threshold or hard bar applicable for participation. Kindly confirm whether this understanding is correct.</p>	True, but a turnover certificate for last three years may be submitted.
		<p>Please share details of permissible FSI on the said land along with applicability of additional FSI on the said land.</p>	The NKDA Building Rule may be followed.
27	e-auction of 7.21 Acres land in New Town under e-auction ID 2026_WB_5357	<p>Please confirm whether the bidder can participate under the name of the parent company and post successful bid process the bidder can acquire the said land in a separate company which is the subsidiary of the parent company.</p>	Not allowed.
		<p>In case of delay, penalty will be levied, but quantum is not mentioned. Request you to please seek clarity on this and whether delay due to force majeure event is permitted on approval from the concerned authority.</p>	Delay in construction due to force majeure event is permitted on approval from the concerned authority.

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28	<p>e-auction of 7.21 Acres land in New Town under e-auction ID 2026_WB_5357</p>	<p>As per physical site visit we have observed that there are some portions covered with dense bushes, creepers, and unwanted vegetation, which will obstruct the future survey works. Apart from that locals are also using the said land for parking buses and cars. There is also disposal of slush on the said land. Please confirm whether the same would be cleared before allotment of said land to the winning bidder.</p>	<p>The land will be allotted on as is where is basis.</p>
29	<p>CBD-25 for 3.969 Acre</p>	<p>Request a proforma copy of the draft Sale Deed to be executed between WB-HIDCO and the winning bidder. Also please confirm timelines for execution of sale deed between WB-HIDCO and winning bidder post payment of consideration.</p>	<p>Draft Deed od Sale may be shared. Prompt action will be taken for execution of deed after payment of consideration money.</p>
		<p>Are there any restrictions on construction activities at the proposed land locations, including restrictions related to working hours, environmental norms, or local authority regulations?</p>	<p>As per extant rules and relevant acts of relevant departments.</p>
		<p>Whether development of hospital is permitted on the CBD-25 (3.969 acres) plot, given that the land use is currently mentioned as Commercial.</p> <p>The applicable Ground Coverage and FSI norms for development of a hospital on the said plot.</p> <p>We also request you to kindly specify the relevant by-laws / regulations applicable to hospitals in the Central Business District area which define these parameters.</p>	<p>Clause a) and b) of Para 25A of Chapter 11A of NKDA Building rule may be follow.</p> <p>Please follow the NKDA building rules.</p> <p>Please follow the NKDA building rules.</p>



General Manager (Commercial)

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Website : www.wbhidcoltd.com CIN : U70101WB1999SGD2089376 of 11

DRAFT DEED OF CONVEYANCE

THIS INDENTURE OF SALE made on this.....day of2024
BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
a Govt. of West Bengal Company incorporated under the Companies Act, 1956 (Act I of 1956) 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 VENDOR (which
expression shall include its executors, administrators and successor-in-office and assigns) of the ONE
PART

AND

.....

..... hereinafter referred to as the PURCHASER (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 although the VENDOR has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the Collector, North 24 parganas and Collector, South 24 Parganas on the requisition of Government in the Housing Department by and under a good number of Land Acquisition Cases had acquired large chunk of land and the same has been duly vested in the government absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894.
- 2) AND WHEREAS the said Collector thereafter duly transferred right title and interest in the said lands and also made over exclusive vacant possession over the said land, free from all encumbrances upon payment of the price for compensation money for such lands, to the VENDOR which Authority has been conferred by the State Govt., entire responsibilities to develop the infrastructure services as well as all necessary amenities of modern cities therein and also to transfer lands by way of sale or Sale to the individual for institutional and cultural purposes etc.
- 3) AND WHEREAS upon such transfer of lands and possession thereof being handed over to the VENDOR, the VENDOR is lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written.

- 4) AND WHEREAS the VENDOR in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructure on the said lands for making it suitable for setting up the proposed township.
- 5) AND WHEREAS after having developed the said lands and building necessary infrastructure thereon the VENDOR has demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and Sale out the same to the prospective PURCHASERS 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 for New Town, Kolkata 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 building in particular for the purpose of which the land is allotted.
- 6) AND WHEREAS the Purchaser, was selected as highest bidder through e-Auction (vide e-auction Notice No..... for allotment of..... land bearing plot no..... ("the Said Land") on freehold basis in New Town, Kolkata, for setting up a under the principal use subject to fulfillment of terms and conditions by the Purchaser, as spelt out in the Notice for E-Auction vide no. dated
- 7) It was resolved by the WBHIDCO Board on that the Said Land in New Town would be allotted in favour of the Purchaser on freehold basis, at a price of Rs..... for setting up under the principal use..... subject to approval of the State Cabinet.
- 8) AND WHEREAS The Committee of Secretaries in a meeting held on approved the transfer of..... acre of land in favour of M/s,....., the highest bidder held in the e-Auction with e-Auction ID:.....held onat a consideration price of Rs.....on freehold basis and recommended to place the matter before the State cabinet for approval for allotment.
- 9) Approval was accorded by the Cabinet in its..... held on..... that the Said Land would be allotted in favour of H1 bidder M/s Narayana Hrudayalaya Limited at their quoted rate of Rs.155.10 crores on freehold basis for setting up a under principal use.....
- 10) AND WHEREAS the VENDOR sent a letter of offer of allotment vide no..... dated to the Purchaser.
- 11) AND WHEREAS the PURCHASER through their letter dated has accepted the offer of the Said Land on freehold allotment.
- 12) AND WHEREAS the PURCHASER has deposited Rs.....towards consideration money to the vendor.

13) AND WHEREAS, the VENDOR shall handover the peaceful possession of the Said Land to the PURCHASER within 90 days from the date of execution of this deed of conveyance ('the Handover Date').

Now this INDENTURE WITNESSETH that in consideration of the purposes for which the Said Land hereinafter referred to and mentioned in the schedule hereunder written is required by the PURCHASER and consequent upon payment of a consideration money of Rs..... only paid by the PURCHASER the receipt whereof the VENDOR doth hereby admit and acknowledge and in consideration of the PURCHASER's agreeing to observe and perform the terms and conditions mentioned hereinafter and also in consideration of the fact that the PURCHASER has taken inspection of the Said 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 VENDOR, the VENDOR doth hereby sell, grant, convey and transfer unto the PURCHASER, the said land more fully described and mentioned in the schedule hereunder written TO HAVE AND TO HOLD the Said Land hereby granted, transferred and conveyed expressed or otherwise assured or intended to the use of the said PURCHASER absolutely and forever in terms of the offer letters of allotment issued by the VENDOR as stated in para (II) above.

- A. The PURCHASER hereby covenants with the VENDOR as follows: -
 - i. The PURCHASER shall maintain the land with boundary pillars, which the VENDOR demarcates, in good and proper condition at the cost of the PURCHASER for easy identification of the said land.
 - ii. The PURCHASER shall use the Said Land exclusively for setting up..... under the principal use at the cost of the PURCHASER in conformity with the Building Rules & Regulations as applicable in New Town, Kolkata and other Rules and Regulations as prescribed or might be framed out from time to time for New Town, Kolkata and more specifically according to plans, specifications, elevations designs and sections sanctioned by the Competent Authority and with the condition as the VENDOR may decide and shall use the said land and the structure to be erected thereon exclusively and wholly for construction of..... under the principal use and no part of such building or land shall be used for any other purpose.
 - iii. The PURCHASER shall have to undertake construction of the on the Said Land in accordance with the sanctioned building plan and applicable building rules and will have to commence construction within 1(one) year from the Handover Date. The Purchaser further undertakes to complete the construction and fully commissioned project on the Said Land within a period of 5(five) years from the date of delivery of possession and prosecution as per Indian Contract act, 1872 will be initiated on violation. In case of default, WBHIDCO may impose penalty in accordance with its policy or even may initiate legal recourse to take back the land provided however that the VENDOR or Local Body may at its discretion on an application received from the PURCHASER upon payment of

such fees or penalty by whatever named called as may be fixed by the VENDOR or Local Body from time to time, grant extension of time to commence and/or complete and commission the project for such period as the VENDOR or Local Body may determine. The successful bidder shall not be permitted to transfer vacant land to any other party without obtaining permission from WBHIDCO.

- iv. The Purchaser may take the services of any contractors and make all payments to them towards construction and commissioning of the Project. The Purchaser shall be responsible for all procurement and payment of services and goods during the Commissioning period and shall directly make payments to the contractors engaged.
- v. The PURCHASER 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, 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 VENDOR are not disturbed in any way.
- vi. The PURCHASER shall not alter the location of the sewer /water connection lines except prior approval of VENDOR, which shall not normally be allowed for the sake of greater interest of the project area.
- vii. The PURCHASER 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 present conveyance.
- viii. The VENDOR shall remain indemnified against any such claims / dues payable by the PURCHASER to any local authority in future.
- ix. The PURCHASER 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 premises.
- x. The Purchaser shall have the exclusive right, license and authority to the use of the buildings constructed as a part of the Project along with other assets. The Purchaser shall have the exclusive right to operate and maintain the Project assets and authorized to demand and collect charges after the commissioning of the Project.
- xi. The PURCHASER shall allow any person authorized by the VENDOR 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 PURCHASER.
- xii. The PURCHASER shall pay and discharge all existing and future rates, taxes, other impositions, charges and enhancement, if any, of land value on the date of purchase in

respect of the said land and structure to be erected thereon which as and when may be determined by any Competent Authority to be payable by the PURCHASER to such authority under the provision of law for the time being in force.

- xiii. The PURCHASER shall pay and continue to pay service charges to the VENDOR or Local Body for maintenance of the services within the Newtown. The VENDOR or Local Body will assess and decide upon hearing the PURCHASER the periodical service charge to be paid by the PURCHASER from time to time.
- xiv. The PURCHASER shall keep the VENDOR 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 construction 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.
- xv. The PURCHASER is liable to compensate for any damage caused by the PURCHASER to the infrastructure, which are under the possession and authority of the VENDOR in course of any construction work undertaken by the PURCHASER on the said demised land.
- xvi. The PURCHASER 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 in this regard at their own costs and responsibility.
- xvii. The PURCHASER shall approach to WBSEDCL / NTESCL independently for ensuring supply of electricity and shall also undertake construction of all necessary internal infrastructures at its own costs and expenses.
- xviii. The PURCHASER 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.
- xix. The PURCHASER shall not encroach in any manner the adjoining land/road/path way or any part of the area beyond the allotted plot. The PURCHASER shall be liable to compensate for any damage caused by it directly to the infrastructural amenities or facilities of any kind provided by the VENDOR in the entire adjoining areas.
- xx. If at any time it is found that the allotment of the said land has been obtained by the allottee by misrepresentation or fraud, the allotment shall stand determined and the VENDOR shall be entitled to its rights as contained in para (iii) above.

B) The PURCHASER further covenants with the VENDOR as follows; -

- a) The PURCHASER 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 said plot and which may be payable by

the owner or occupier thereof whether in respect of the transfer, the land comprised in the said plot or the building to be erected thereon or otherwise.

- b) The PURCHASER 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 the Land Use Development and Control Plan (LUDCP)/Development Control Regulations framed for the New Town Area or part thereof and/or the Building Rules] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof.
- c) The PURCHASER will comply with, at all times, all applicable laws, rules and regulations concerning the said plot, the project or its operations and business.
- d) The PURCHASER 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 said plot in accordance with applicable laws, rules and regulations.
- e) The PURCHASER will install necessary pollution control equipment and facilities and obtain necessary periodical clearances in this regard from the applicable authorities.
- f) The PURCHASER will ensure that the quality of effluents, if any, generated from the said plot 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 PURCHASER will keep the said plot 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 PURCHASER will keep all structures to be erected on the said plot in good and tenantable repairs and condition and to maintain the same in good repair and condition.
- i) The PURCHASER will take necessary precautions towards fire safety and to carry out regular maintenance and replacement of electrical wirings installations and appliances.
- j) The PURCHASER will allow the VENDOR or Local Body, its 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 PURCHASER shall be liable to make good within 15 days after such notice has been given or left.
- k) The PURCHASER will execute to the satisfaction of the VENDOR or Local Body all such works and observe and perform all such rules and conditions which shall appear to the VENDOR or to the sanitary authorities of the State to be necessary or desirable in order to keep the said plot in good sanitary order and condition.

- I) The PURCHASER shall have to preserve and to keep intact the boundaries of the said plot and to keep them well demarcated with boundary walls, pillars or fencing according to the requisition from time to time as may be made by the VENDOR and to point them out when required by the VENDOR to any officer duly authorized by the VENDOR in writing to inspect them. Should any boundary mark be missing, the PURCHASER shall report the fact to the VENDOR. The PURCHASER shall maintain such boundary walls, pillars or fencing in good and proper condition.
- m) The PURCHASER will take steps to ensure that no other person may encroach into or upon any portion of the said plot.
- n) Subject to compliance with the provisions of the Applicable Laws, the Purchaser may, effective from the commissioning date, grant franchising, management, service, subcontracting or other suitable arrangements on mutually agreed market driven terms and conditions with any Person for managing, administering, operating and maintaining the Project for activities like housekeeping, food and beverages, laundry, diagnostic laboratory services, entertainment, ambulance services, security, landscaping, conveyance services etc,. The selection of such Persons shall be the prerogative of the Purchaser only. However, the Purchaser shall be responsible for all such Services and shall keep the Vendor informed about all such contractual arrangements and share the sub contract details with the Vendor on a confidential basis.
- o) The PURCHASER 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 said plot at its own cost and to the satisfaction of the VENDOR.
- p) The PURCHASER shall not use or allow the said plot 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 PURCHASER as mentioned above under para - A (iii) of the covenants of the PURCHASER.
- q) The PURCHASER shall not amalgamate the said plot or any part thereof with any other plot or plots of land without the prior permission of the VENDOR.
- r) The PURCHASER shall not allow the said plot 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.
- s) The PURCHASER shall not encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the said plot or upon any other adjoining land whatsoever and in the event of the PURCHASER committing a breach of any of the terms contained in this clause, the PURCHASER shall in addition to all other

rights available to the VENDOR for breach of this condition, be liable to pay to the VENDOR damages at such rate and for such period as the VENDOR 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 PURCHASER to be observed by the PURCHASER shall, in addition, hold the VENDOR harmless and indemnified against any loss, damage, claims or actions whatsoever that the VENDOR may be put to or the VENDOR may in anywise incur in anyway relating thereto or arising therefrom.

- t) The PURCHASER shall not be permitted at any time hereafter, to open or work or dig any quarries for clay, gravel or sand, in upon or under the said plot and the PURCHASER agrees that the VENDOR 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 PURCHASER shall be at liberty to dig pits and make other excavations for the purpose of foundations for constructions of permanent buildings/structures thereat.
- u) The PURCHASER shall not claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the said plot or for any other similar cause.
- v) The PURCHASER shall not do or cause to be done in or upon the said plot or any part thereof or in the building 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 said plot or to the owners or occupiers of any adjoining or neighboring land or premises.
- w) That any relaxation and indulgence granted by the VENDOR to the PURCHASER shall not in any way prejudice the rights of the VENDOR.
- x) That the failure of the VENDOR 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 VENDOR rights and PURCHASER's obligations. The PURCHASER 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 the VENDOR and the PURCHASER.
- y) That any statutory powers as may have been or will be conferred upon the VENDOR shall automatically apply to the said plot and provisions in that respect shall be deemed to have been incorporated in the offer by way of reference and the PURCHASER is deemed to have constructive notice thereof.

C) The VENDOR hereby covenants with the PURCHASER as follows: -

1. The VENDOR has good and marketable title in the land described in the schedule hereunder written free from all encumbrances and the VENDOR has all right to transfer the said land to the PURCHASER on Sale hold by executing this indenture.
2. The PURCHASER observing, performing, fulfilling and discharging all the responsibilities covenanted herein shall hold and enjoy the said demised land without any interruption by the VENDOR or any of its agents or representatives whosoever.
3. The PURCHASER shall be provided with all facilities in regard to sewer connections, water supply, roads and other amenities as may be available to other similar plots of lands of New Town, Kolkata. Facilities of services such as roads, sewer drain lines and waterlines will be made available at the peripheral roads (where such lines have been taken as per planning abounding the demised premises) from which connection will be taken by the PURCHASER at his / her /their / its own cost.
4. The VENDOR further covenants with the PURCHASER to save harmless indemnify and keep indemnified the PURCHASER from or against all encumbrances, losses, claim charges and equities whatsoever arising or accruing before execution of these presents.

D) Dispute Resolution

1. In the event of any dispute of differences, whatsoever arising out of this agreement or in connection herewith any guideline relating to meaning and interpretation of this Agreement including any alleged breach thereof, remains, the same shall be referred to the Chairman and / or Managing Director, WBHIDCO Ltd. for resolution.
2. All suits arising out of this Deed of Conveyance, 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.

SCHEDULE

ALL THAT piece and parcel of land measuring about..... acres (..... Sq. Mtr) be the same or little more or less being Plot No....., in..... Area in New Town, Kolkata, premises no....., Police Station –

ON THE NORTH:

ON THE SOUTH:

ON THE WEST:

ON THE EAST:

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, The VENDOR.

In presence of the Witnesses

1.

2.

SIGNED BY FOR AND ON BEHALF OF THE PURCHASER

In presence of the Witnesses

1.

2.