

8993/2024

I-07843/24 I-07831/24

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



भारत INDIA

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

2/1575486/24

AR 278702

23/06/24

Certified that the Document is admitted to Registration The Originals are and the endorsement is made to the document was the part of it



Additional Registrar of Assurances-II, Kolkata

LEASE DEED

(Dated 21st June, 2024)

28 JUN 2024

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

RAIL LAND DEVELOPMENT AUTHORITY

(A Statutory Authority under Ministry of Railways, Govt. of India)

... RLDA

-AND-

RIVERFRONT CONDOMINIUM PRIVATE LIMITED

... LESSEE

Drafted as per format and instruction of RLDA

Souvik Ganguly
Mr. Souvik Ganguly, Advocate
Enrolment No. WB/1050/2014
R. Ginodia & Co. LLP, Advocates
Ground Floor, 6, Church Lane,
Kolkata - 700 001



Anand Ganguly

18 JUN 2024

18/60

.....
 SOLD BY R. GINODIA & CO. LLP
 Advocates
 ADDRESS Ground Floor
 6 CHANDAN Lane
 KOLKATA-700 001
 PS.

18 JUN 2024

100

CODE NO. (1957)
 LICENCED NO.
 20 & 20A / 1973

ANNUAL FEE PAID
 L.S. VERMA (S)
 HIGH COURT, KOLKATA

18 JUN 2024












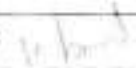




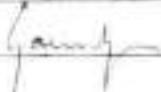


ADDITIONAL REGISTRAR
 OF ASSURANCE-II, KOLKATA

28 JUN 2024



SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
Signature : 						
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
Signature : 						
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
Signature : 						



1
ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
28 JUN 2001



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



270620242009542283

GRIPS Payment Detail

GRIPS Payment ID:	270620242009542283	Payment Init. Date:	27/06/2024 10:11:59
Total Amount:	228877581	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7496291840832	BRN Date:	27/06/2024 10:13:06
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr AKASH SARKAR
Mobile: 9123973083

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250995422848	Directorate of Registration & Stamp Revenue	228877581
Total			228877581

IN WORDS: TWENTY TWO CRORE EIGHTY EIGHT LAKH SEVENTY SEVEN THOUSAND FIVE HUNDRED EIGHTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250095422848

GRN Details

GRN:	192024250095422848	Payment Mode:	SBI Epay
GRN Date:	27/06/2024 10:11:59	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7496291840832	BRN Date:	27/06/2024 10:13:06
Gateway Ref ID:	0860804327	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	270620242009542283	Payment Init. Date:	27/06/2024 10:11:59
Payment Status:	Successful	Payment Ref. No:	2001575486 3/2024 (Query No * Query Year)

Depositor Details

Depositor's Name:	Mr AKASH SARKAR
Address:	R. Girindia And Co. LLP, 6, Church Lane,Thana
Mobile:	9123973083
E-Mail:	finance@psgroup.in
Period From (dd/mm/yyyy):	27/06/2024
Period To (dd/mm/yyyy):	27/06/2024
Payment Ref ID:	2001575486 3/2024
Dept Ref ID/DRN:	2001575486 3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001575486 3/2024	Property Registration- Stamp duty	0030-02-103-003-02	100737917
2	2001575486 3/2024	Property Registration- Registration Fees	0030-03-104-001-16	38139664
			Total	228877581

IN WORDS: TWENTY TWO CRORE EIGHTY EIGHT LAKH SEVENTY SEVEN THOUSAND FIVE HUNDRED EIGHTY ONE ONLY.

YEARS	FROM	TO	NO. OF DAYS	ANNUAL RENT	ESCALATION	TOTAL ANNUAL RENT	TOTAL 3 YEARS RENT
1	21/06/2014	31/03/2017	1,014	1,00,000	0	1,00,000	2,77,808
2	01/04/2017	31/03/2018	1,096	1,00,000	15,000	1,15,000	3,45,115
3	01/04/2018	31/03/2019	1,096	1,15,000	17,250	1,32,250	3,97,312
4	01/04/2019	31/03/2020	1,096	1,32,250	19,838	1,52,088	4,56,679
5	01/04/2020	31/03/2021	1,095	1,52,088	22,811	1,74,901	5,24,702
6	01/04/2021	31/03/2022	1,096	1,74,901	26,285	2,01,186	6,03,958
7	01/04/2022	31/03/2023	1,096	2,01,130	30,179	2,31,306	6,94,552
8	01/04/2023	31/03/2024	1,096	2,31,306	34,696	2,66,002	7,98,735
9	01/04/2024	31/03/2025	1,095	2,66,002	39,900	3,05,902	9,17,707
10	01/04/2025	31/03/2026	1,096	3,05,902	45,885	3,51,788	10,56,327
11	01/04/2026	31/03/2027	1,096	3,51,788	52,768	4,04,556	12,14,726
12	01/04/2027	31/03/2028	1,096	4,04,556	60,681	4,65,239	13,96,992
13	01/04/2028	31/03/2029	1,095	4,65,239	69,786	5,35,025	16,05,075
14	01/04/2029	31/03/2030	1,096	5,35,025	80,254	6,15,279	18,47,522
15	01/04/2030	31/03/2031	1,096	6,15,279	92,292	7,07,571	21,74,650
16	01/04/2031	31/03/2032	1,096	7,07,571	1,06,136	8,13,706	24,43,348
17	01/04/2032	31/03/2033	1,095	8,13,706	1,22,056	9,35,762	28,07,286
18	01/04/2033	31/03/2034	1,096	9,35,762	1,40,164	10,76,126	32,31,327
19	01/04/2034	31/03/2035	1,096	10,76,126	1,61,459	12,37,545	37,36,027
20	01/04/2035	31/03/2036	1,096	12,37,545	1,85,612	14,23,177	42,73,431
21	01/04/2036	31/03/2037	1,095	14,23,177	2,13,477	16,36,654	49,09,961
22	01/04/2037	31/03/2038	1,096	16,36,654	2,45,498	18,82,152	56,51,012
23	01/04/2038	31/03/2039	1,096	18,82,152	2,82,124	21,64,475	64,99,354
24	01/04/2039	31/03/2040	1,096	21,64,475	3,24,671	24,89,146	74,74,257
25	01/04/2040	31/03/2041	1,095	24,89,146	3,73,172	28,62,318	85,87,551
26	01/04/2041	31/03/2102	1,095	28,62,518	4,29,378	32,91,895	98,75,686
27	01/04/2102	31/03/2105	1,096	32,91,895	4,94,784	37,86,680	1,13,67,410
28	01/04/2105	31/03/2108	1,096	37,86,680	5,67,852	43,54,531	1,30,72,527
29	01/04/2108	31/03/2111	1,095	43,53,531	6,51,030	50,06,561	1,50,19,664
30	01/04/2111	31/03/2114	1,096	50,06,561	7,50,984	57,57,545	1,72,88,410
31	01/04/2114	31/03/2117	1,096	57,57,545	8,63,632	66,21,177	1,98,81,672

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28 JUN 1964

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32	01/04/2117	31/03/2120	1,036	66,21,177	9,93,177	76,14,354	1,28,53,921
33	01/04/2120	21/09/2121	904	76,14,394	11,42,153	87,56,507	2,16,57,348
			15,886				19,49,12,720

ANNUAL AVERAGE

15,82,476

		DAYS
YEARS	98	35,770
MONTHS	3	90
DAYS	26	26
TOTAL		35,886
YEARS		98.37

10/10/2021
 40/10/2021





1

ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA

28 JUN 2021

DATE: 11.03.2024 DAY OF: 11.03.2024

BETWEEN

RAIL LAND DEVELOPMENT AUTHORITY
"Lessor"

AND

RIVERFRONT CONDOMINIUM PRIVATE
LIMITED
"Lessee"

LEASE DEED

R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane,
Kolkata- 700 001.

LEASE AGREEMENT
FOR RAILWAY LAND AT SALT GOLAH,
HOWRAH, (W.B.)
BY AND BETWEEN



RAIL LAND DEVELOPMENT AUTHORITY
(A STATUTORY AUTHORITY UNDER MINISTRY OF RAILWAYS,
GOVT. OF INDIA)

(UNIT -702-B, 7TH FLOOR KONNECTUS TOWER-II, DMRC BUILDING, AJMERI GATE,
DELHI-110002)

("RLDA")

AND

M/S RIVERFRONT CONDOMINIUM PRIVATE
LIMITED

(1002, EM BYPASS, FRONT BLOCK, KOLKATA - 700105)

("LESSEE")

(LEASE AGREEMENT NO.
RLDA/2024/LA/09/SALT GOLAH, HOWRAH
DATED 21.06.2024)

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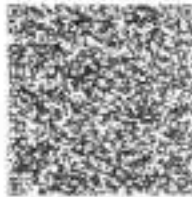
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL05B43526706499W
 Certificate Issued Date : 20-Jun-2024 02:23 PM
 Account Reference : IMPACC (IV) d1077503/ DELHV/ DL-DLH
 Unique Doc. Reference : SUBIN-DL05B43526706499W
 Purchased by : RIVERFRONT CONDOMINIUM PRIVATE LIMITED
 Description of Document : Article 35(vi) Lease upto 100 years
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : RAIL LAND DEVELOPMENT AUTHORITY
 Second Party : RIVERFRONT CONDOMINIUM PRIVATE LIMITED
 Stamp Duty Paid By : RIVERFRONT CONDOMINIUM PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

LEASE DEED

This LEASE DEED ("Lease Deed" No. RLDA/2024/LA/09/Salt Golah, Howrah) dated this 21st day of June, 2024 ("Effective Date") is entered into at New Delhi by and between:

1. Rail Land Development Authority, a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) having its office at Unit No. 702-B,

Handwritten signature/initials

Handwritten signature: Riverfront Condominium Pvt. Ltd. Anand Singh

Statutory Avert

1

1. The authenticity of this Stamp certificate should be verified at www.eshampost.gov or using e-Stamp Mobile App of State Portal. Any discrepancy in the details of this Certificate and as available on the website/ Mobile App should be reported.
2. The area of checking the Registry is on the basis of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

7th Floor, Konnectus Tower-II, DMRC Building, Ajmeri Gate, New Delhi 110 002 (hereinafter referred to as "RLDA", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Shri H. K. Srivastava DGM/Expert, Nodal Officer the Authorized Signatory, as authorized vide Office Order No. 31 of 2024 dated 19.06.2024 of the **FIRST PART**;

AND

2. Riverfront Condominium Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 1002 EM Bypass, Kolkata-700105 (hereinafter referred to as the "Lessee", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr. Arun Kumar Sancheti S/o Sumermall Sancheti and Mr. Gaurav Dugar S/o Mr. Surender Kumar Dugar the Authorized Signatory, as authorized vide Board Resolution dated 11.03.2024 of the **SECOND PART**.

(Each of the parties of the **FIRST and SECOND parts** are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**").

WHEREAS

- A. RLDA is a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) with the obligation, inter alia, of development on Railway Land for commercial use, entrusted to it by the Central Government (Ministry of Railways) for the purpose of generating revenue (required by Railways for up-gradation / maintenance of its network) by non – tariff measures.
- B. RLDA, being entrusted by the Central Government (Ministry of Railways), intends to undertake commercial development over a land area of approximately 20.62 Acres of Railway Land (recorded as 21.79 Acres) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) being now numbered as premises no. 1, Acharya-Tulsi Marg, Salkia School Road, Howrah, Ward-no-13, Salkia-711106 (the "**20.62 Acres Land**").
- C. As part of the proposed development of the 20.62 Acres Land, RLDA had conducted a competitive bidding process by inviting proposal in the form of bids (the "Bid") vide its Bid Notice no. RLDA/RFP/CD/27 of 2022 dated 18.04.2022 to undertake the development of land measuring about 17.41 Acres out of the 20.62 Acres Land ("**the Site**") for a lease period of 99 years, on the terms and conditions specified herein.
- D. PS Group Realty Private Limited (the "**Selected Bidder**") was the successful bidder and was issued the Letter of Acceptance (the "**LOA**") dated 14.10.2022 by RLDA.
- E. The Selected Bidder has, in accordance with the LOA, promoted and incorporated the Lessee as a company under the provisions of the Companies Act, 2013 and the Selected Bidder by its letter dated 03.02.2023 requested RLDA to accept the Lessee

Handwritten signature and circular stamp.

Handwritten signature and text.

as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.

F. The Lessee/Selected Bidder, in compliance of the terms and conditions of the LOA, has:

1. The Lease Premium of the site is Rs. 381,00,00,000/-. The Lessee has Paid to RLDA an amount of Rs. 114,30,00,000 towards Lease Premium (1st & 2nd instalment of Lease Premium, Rs. 77,808/- as an ALR upto 31.03.2025). The total amount received against Lease Premium and Annual Lease Rent as Rs. **114,30,77,808** /- plus applicable interest; details of Lease Premium and Annual Lease Rent is as under- for the Site as specified in the LOA, in the following manner:

Credit Date	UTR no.	Purpose	Amount (Rs.)
14-10-2022	Cheque No. 427992	Commitment Security adjusted in 1 st instalment of Lease Premium	10,00,00,000/-
10-02-2023	ICICR52023021000829923	1 st instalment of Lease Premium	47,15,00,000/-
06-02-2024	ICICR22024020601714437	2 nd instalment of Lease Premium	10,00,00,000/-
06-02-2024	ICICR22024020601714436		47,15,00,000/-
20-06-2024	Cheque No. 000626	ALR for 2024-25 (21 June 2024 – 31 st March 2025)	77,808/-
	Total		114,30,77,808/-

2. Lessee has deposited with RLDA a Performance Bank Guarantee as detailed below:-

Item	Bank Guarantee No. dated	Issuing Bank	Amount	Validity upto
Performance Guarantee	0229NDDG00012725, dated 29.04.2024	ICICI Bank Limited	19,05,00,000/-	28.10.2031

3. For the subsequent instalments of Lease Premium (3rd, 4th, 5th and 6th) with applicable interest as mentioned in Form-12 of Bid Documents, Selected bidder/SPC vide letter dated 13.03.2024 has submitted their option for opting escrow mechanism as per RFP Provisions

G. The Lessee is desirous of acquiring lease rights over the Site for the purposes of conceptualizing, designing, financing, construction, marketing, leasing, operating and

maintaining the Assets upon the Site. Building plans for making construction of new buildings on the site have been sanctioned by the Howrah Municipal Corporation (HMC) vide Building Permit No. SWS-OBPAS/1902/2024/0761 dated: 13.06.2024 in the name of Dy. General Manager/Project/RLDA, the then Nodal officer Mr. Hirendra Kumar Srivastava, who has been authorized by the Chief Project Manager /RLDA/Kolkata to sign all documents/development plans/building plans required to be submitted in Howrah Municipal Corporation for approval on behalf of RLDA. Accordingly, RLDA had submitted the Plans for 17.41 Acres to HMC. The building plans have been sanctioned on the basis of FAR of 3 which is available in respect of entire area of land parcel i.e. 20.62 Acres. However, the FAR has been utilised/sanctioned in respect of land area of 17.41 Acres only with right to access from the main road side in balance land of 3.21 Acres which has already been shown in the sanctioned plan. The FAR in respect of the balance land area of 3.21 Acres has not been utilised in the said building plans and the FAR for the balance land is available to RLDA for sanction in future.

- H. The Building Permit vide HMC letter No. SWS-OBPAS/1902/2024/0761 dated: 13.06.2024 has been issued along with the conditions mentioned in the letter from serial no.1 to 8 (**Annexure - A**) which have to be complied by the selected developer/lessee "**M/s Riverfront Condominium Private Limited - the SPC created by M/s P S Group Realty Pvt. Ltd.**" RLDA is developing this site through its selected developer. In accordance with the duly notarized Undertaking (C) dated 27.07.2023 from selected bidder/lessee, wherein it is mentioned that RLDA will submit the Building Plans/Development plans to HMC and/or any other statutory authority for approval. The terms & conditions mentioned in approvals, affidavits and undertakings, for the said site, shall be completely binding on the Selected Developer / Lessee and they shall be fully responsible for their full compliance at all times along with all prevailing norms. If at any stage, any non-compliance is detected or any Legal/ financial liability is arisen during the course of construction, till completion of the project, including defect liability period, till the time those approvals are valid, the Selected Developer/Lessee, shall be solely responsible and shall keep RLDA harmless and indemnify RLDA of any penalty or any resultant liability. (copy of affidavit refer **Annexure - C**). The Lessee shall be entitled to take all steps, do all acts, deeds, matters and things and to sign, execute and register, if necessary, all papers, writings, documents, affidavits, undertakings, agreements, deeds, plans, applications, indemnities, bonds, declarations, etc. for and on behalf of and in the name of RLDA that may be required and/or necessary for any additions, alterations, modifications, revisions, extensions, renewals and/or regularisations of the building plans from time to time provided however that if there is any increase in the built up area due to this then applicable additional lease premium shall be payable to RLDA as per the Bid Documents.
- I. RLDA has agreed to grant to the Lessee, the lease rights and other rights in the Site upon the fulfilment of the Conditions Precedent and upon the fulfilment of the other





obligations of the Lessee as contained herein in accordance with the terms and conditions of this Lease Deed.

- i. In compliance with prevailing State Laws and Bylaws, RLDA has applied for sanction of Building Plan on request of selected bidder in OBPAS as well as submission in hard copies to HMC. HMC has issued building permit vide letter No. SWS-OBPAS/1902/2024/0761 dated: 13.06.2024 in the name of RLDA. The approval has got delayed by more than 120 days from the date of issuance of LOA. In terms of clause 26.2 Part-I and considering the deliberation of committee report the lease period has been reduced.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Lease Deed and related Lease Documents (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree to the terms and conditions specified herein:

1. RLDA grants to the Lessee, the Site on lease for a period of **98 (Ninety Eight Years 03 (Three) Months and 26 (Twenty Six) Days** (As per Committee deliberation report dated 26.07.2023) from the Effective Date along with the said building plans that have been sanctioned by Howrah Municipal Corporation in the Name of RLDA and all other approvals, permissions, No objections, clearances that may have been and/or may be issued in the name of RLDA on the terms and conditions contained in the following documents which shall be deemed to form an integral part of this Lease Deed:
 - i. Letter of Acceptance (LOA) dated 14.10.2022.
 - ii. NIT, RFP (Part-I, II, III, IV, & V of Bid Document) and its corrigendum 1, 2, 3, 4 & 5 and Addendum 1 & 2.
 - iii. Other related Documents and letters including:
 - a. Letter from Govt. of India, Ministry of Railways, (Railway Board) New Delhi Entrustment Letter No. 2019/LML-II/02/03/Pt. (134) New Delhi dated 25.07.2019 addressed to Vice Chairman RLDA.
 - b. RLDA's Order dated 19.06.2024 for signing agreement on behalf of RLDA.
 - c. PAN Card of Rail Land Development Authority.
 - d. Selected Bidder/SPC letter dated 21.03.2024 for signing of Lease Deed.
 - e. Selected bidder/SPC undertaking dated 13.03.2024 regarding Escrow Agreement.
 - f. Selected Bidder/Lessee's Indemnity Bond for GST liability dated 13.03.2024, PAN & Aadhar Card of Authorized Signatories
 - g. Performance Guarantee Bond Bank Guarantee Bond No. 0229NDDG00012725, dated 29.04.2024 issued by ICICI Bank Limited, Hemant Basu Sarani, PS, Hare Street, Kolkata for Rs. 19,05,00,000/- (Rs. Nineteen Crore Five Lakh only) with a validity up to on or before the completion of the project plus six months' time i.e. 28.10.2031.



- h. Power of Attorney and Board Resolution of SPC for authorized signatory dated 11.03.2024 & 11.03.2024.
- i. Documents of Special Purpose Company (SPC) and its Paid-up Share Capital, along with Certificate from the Company Secretary in respect thereof.
- j. PAN Card of **M/s Riverfront Condominium Private Limited**.
- k. Boundary Declaration with Corrected land schedule of land as per **Annexure-B**.
- l. Approved Calculation Sheet up to 19.06.2024.
- m. Building Permit vide HMC letter No. SWS-OBPAS/1902/2024/0761 dated: 13.06.2024.
- n. All others sanctions/permissions/approvals/NOC/Clearance related to the project.

The Lessee shall carry out the Development Project on the Site leased out to it in accordance with the provisions of the Lease Deed and related Lease Documents.

IN WITNESS WHEREOF, the Parties hereto have caused the Lease Deed to be signed in their respective names as of the day and year first above written.

<p>FOR AND ON BEHALF OF</p> <p>Rail Land Development Authority</p> <p><i>H.K.</i></p> <p>H. K. Srivastava Deputy General Manager/Expert, Authorized Representative of RLDA</p>	<p>Witnesses:</p> <p>1. Signature <i>Rohit</i></p> <p>Name <i>ROHIT</i></p> <p>Address <i>7A/RLDA, New Delhi</i></p> <p>2. Signature <i>Sanjay Singh</i></p> <p>Name <i>Sanjay Singh</i></p> <p>Address <i>RLDA</i></p>
---	---

H.K.



Sanjay Singh



FOR AND ON BEHALF OF

M/s Riverfront Condominium Private Limited.

Riverfront Condominium Private Limited
Gaurav Dugar

Mr. Gaurav Dugar
Jointly Authorized Representatives of
M/s Riverfront Condominium Private Limited

Riverfront Condominium Pvt. Ltd.

Arun Kumar Sancheti
Authorized Signatory

Mr. Arun Kumar Sancheti
Jointly Authorized Representatives of
M/s Riverfront Condominium Private Limited

Witnesses:

1. Signature *Vikas Agrawal*

Name VIKASU AGRAWAL

Address PSGRUP, KOLKATA

2. Signature *Arun Patwal*

Name ARUN PATWAL

Address office Clerk/UDA

[Handwritten signature]

Riverfront Condominium Pvt. Ltd.

[Handwritten signature]
Authorized Signatory

12/11/2012

"Grant of Lease for Commercial Development on Railway Land (part) measuring 17.41 Acres (70,455 Sqm) w. Salt Catch on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(APP No. RLDA/200/CO/27 of 2011 Dated-18.04.2012)

PART-V
SCHEDULES AND SPECIFICATIONS

Part-V Schedule & Specifications RLDA LDMS

Page 1



Riverfront Condominium Pvt. Ltd.
Director / Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (74.498 Sqrft) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/27 of 2022 Dated-18.04.2023)

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Schedule - I - Part -B	Site Inventory	4
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"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,455 Sqm) at Salt Gajah on the Western Bank of Hooghly River in Howrah (West Bengal) for 55 years".

(RFP No. RLDA/RFP/CD/27 of 2018 Dated-18.04.2018)

SCHEDULE - I

PART - A

SITE DESCRIPTION AND SITE LOCATION PLAN

1. The details of the Site are as below: -

Items	Particulars
Land	70,455 Sqm
FSI offered	3.0
Permissible FSI	3.0
North	GolabariGhat, Ratnakar School
South	Signal Workshop& Railway Printing Press of Eastern Railway, Howrah
East	River Hooghly
West	Salkia School Road



Riverfront Condominium Pvt. Ltd.

[Signature]
Director / Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel comprising 17.41 Acres (70,456 Sqm) at Sa-1 Gulsh on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/KFP/CD/27 of 2022 Dated-18.04.2022)

SCHEDULE - I

PART - B

SITE INVENTORY

- Land Area 70,456 Sqm

There exist abandoned structures / buildings and also some unchecked low height shrubs/growth and trees exist within the boundary of the site. Developer has to cut down trees/shrubs after taking necessary approvals from concerned departments at their own cost. Developer has to dismantle the abandoned and dilapidated structures/buildings and to dispose the dismantled material at their own cost.

Any delay or expenses incurred on this account or in taking approvals from concerned departments will be sole responsibility of the developer and all expenses/ loss in this connection has to be borne by the bidder.



Everroot Condominium Pvt. Ltd.

A. K. S.
Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,460 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(REF No. RLDA/RF/CO/ 27 of 2022 Dated 28.04.2022)

Annexure-I

Site Entruement Letter

GOVERNMENT OF WEST BENGAL
Ministry of Railways
(Railway Board)

No. 2019/LM-I-1092/2019-2020 New Form, Dated 22.07.2019

The Joint Conservator, Salt and Howrah River Authority (SRRA), Salt, Kolkata, Railway Station, Howrah-711 001.

Reference is made to the letter of Salt Development, Howrah, Railway Station, dated 28.04.2022.

As per the letter of Salt Development, Howrah, Railway Station, dated 28.04.2022, the land measuring 17.41 Acres (70,460 Sqm) at Salt Gola, Howrah, West Bengal, is proposed to be developed for commercial purposes.

The land is situated at Salt Gola, Howrah, West Bengal, and is adjacent to the Howrah Railway Station.

The land is proposed to be developed for commercial purposes, and the proposed development is in conformity with the provisions of the Salt and Howrah River Authority (SRRA) Act, 1958 and the SRRA Rules, 2017.

The land is proposed to be developed for commercial purposes, and the proposed development is in conformity with the provisions of the Salt and Howrah River Authority (SRRA) Act, 1958 and the SRRA Rules, 2017.

The land is proposed to be developed for commercial purposes, and the proposed development is in conformity with the provisions of the Salt and Howrah River Authority (SRRA) Act, 1958 and the SRRA Rules, 2017.

(Charudoy Saha)
Joint Director/L&A
Railway Board

28/04/2022

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Part-V Schedule & Specifications RLDA LDHB

Page 5



Riverfront Condominium Pvt. Ltd.
Signature
Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,455 Sqm) at Salt Golan on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/KR/CD/ 27 of 2022 dated-18.04.2022)

Annexure-II

Site Location Plan



Riverfront Condominium Pvt. Ltd.

[Handwritten Signature]
Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. R.DA/317/CO/27 of 2022 Dated-18.04.2022)

Annexure-III

Composite Master Plan of Mouza Maps Superimposed on Topographical Survey Plan of Salt Golah, Howrah



N.B. :- The offered land parcel of 70,456 sqm is shown in Green color



Riverfront Condominium Pvt. Ltd.
Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres [70.489 Sqm] at Salt Colah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/77 of 2022 Dated 18.04.2021)

Annexure-IV

Copy of Land ownership Documents

GOVERNMENT OF WEST BENGAL
 Office of the District Land & Land Reforms Officer and
 Additional District Magistrate, Howrah
 The Government of West Bengal, Kolkata

Memorandum No. 3065/2022 Dated 21.11.2022

To
 The Additional Engineer (3)
 Eastern Railway, Howrah

Sub - Mutation of Salt Colah land at Howrah.
 Ref - Govt Memo No. W-91339 D. Howrah
 4th August, 2019. (S) No. 4945/52/2015-
 16 dated, Kolkata, 7th September, 04 of
 Deputy Secretary L & L.R Dept.

No. 1
 One of the 11.821 acres of land at Salt Colah, 17.0122 acres of land have already been allotted to favour of Eastern Railway leaving a balance of 4.1618 area of land which could not be mutated as Extra Manager on behalf of Bharat Nigrah is found to be the intended owner vide S/N No. 1.1 sheet No.43, of memo- Golden, Howrah.

2
 In the connection above No order reference (a) above being enclosed of Deputy Secretary L & L.R Dept may be referred to wherein C.P.W.D. was requested to kindly inform whether they have any objection in allowing mutation of the said 4.1618 acres of land in favour of Eastern Railway. But the CPWD is yet to communicate its decision to the Govt. of West Bengal. In the connection copy of letter of CPWD addressed to the Deputy Secretary, Govt of West Bengal. (Copy enclosed) for kind perusal.

This is for Govt of kind information and taking necessary action.

D. H. 18/11/22
 District Land & Land Reforms Officer and
 Additional District Magistrate, Howrah.

Memorandum No. 3065/2022 Dated 21.11.2022

Copy forwarded to:-

- (1) C.A. to District Magistrate, Howrah.
- (2) The Deputy Secretary to the Govt. of West Bengal, L & L.R Dept.
- (3) The Chief Engineer, Eastern Zone (Civil Land) CPWD, Nizam Palace 254/4 A.J.C Bose Road, Kolkata - 700020.
- (4) The S.O. & L.R.O., Salt, Howrah.
- (5) The G.O., Town Survey Unit, Howrah for kind information.

District Land & Land Reforms Officer and
 Additional District Magistrate, Howrah.



Riverfront Condominium Pvt. Ltd.
 Authorized Signatory

"Deed of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70.459 Sigm) at Sati Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated-18.04.2022)

Part-V Schedule & Specifications RLDA LDHB		Page 9	
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Part-V Schedule & Specifications RLDA LDHB

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Rivafont Condominium Pvt. Ltd.
[Signature]
 Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,455 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated-19.04.2022)

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Riverfront Corporation Pvt. Ltd.

[Handwritten Signature]
 Authorizing Signatory



"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,455 Sqm) at Exit Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years",

[RFP No. RLDA/RFP/CM/ 27 of 2022 Dated-18.04.2022]

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Part-V Schedule & Specifications RLDA LDHB

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Riverfront Condominium Pvt. Ltd.
[Signature]
 Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.61 Acres (70,453 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 30 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated 13.04.2022)

Sl. No.	Description	Area (Sq. M)	Area (Acres)
1	Plot 1	10000	2.47
2	Plot 2	10000	2.47
3	Plot 3	10000	2.47
4	Plot 4	10000	2.47
5	Plot 5	10000	2.47
6	Plot 6	10000	2.47
7	Plot 7	10000	2.47
8	Plot 8	10000	2.47
9	Plot 9	10000	2.47
10	Plot 10	10000	2.47
11	Plot 11	10000	2.47
12	Plot 12	10000	2.47
13	Plot 13	10000	2.47
14	Plot 14	10000	2.47
15	Plot 15	10000	2.47
16	Plot 16	10000	2.47
17	Plot 17	10000	2.47
18	Plot 18	10000	2.47
19	Plot 19	10000	2.47
20	Plot 20	10000	2.47
21	Plot 21	10000	2.47
22	Plot 22	10000	2.47
23	Plot 23	10000	2.47
24	Plot 24	10000	2.47
25	Plot 25	10000	2.47
26	Plot 26	10000	2.47
27	Plot 27	10000	2.47
28	Plot 28	10000	2.47
29	Plot 29	10000	2.47
30	Plot 30	10000	2.47
31	Plot 31	10000	2.47
32	Plot 32	10000	2.47
33	Plot 33	10000	2.47
34	Plot 34	10000	2.47
35	Plot 35	10000	2.47
36	Plot 36	10000	2.47
37	Plot 37	10000	2.47
38	Plot 38	10000	2.47
39	Plot 39	10000	2.47
40	Plot 40	10000	2.47
41	Plot 41	10000	2.47
42	Plot 42	10000	2.47
43	Plot 43	10000	2.47
44	Plot 44	10000	2.47
45	Plot 45	10000	2.47
46	Plot 46	10000	2.47
47	Plot 47	10000	2.47
48	Plot 48	10000	2.47
49	Plot 49	10000	2.47
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11	Plot 11	10000	2.47
12	Plot 12	10000	2.47
13	Plot 13	10000	2.47
14	Plot 14	10000	2.47
15	Plot 15	10000	2.47
16	Plot 16	10000	2.47
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41	Plot 41	10000	2.47
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49	Plot 49	10000	2.47
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Riverfront Consortium Pvt. Ltd.
[Signature]
 Authorized Signatory

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"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,450 Sq.m) at Salt Batah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[RFP No: RLDA/RFP/CO/ 27 of 2022 Dated-18.08.2022]

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Part-V Schedule & Specifications RLDA LDHB

Page 13



Riverfront Condominium Pvt. Ltd.
[Signature]
 Director / Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,488 Sqm) at Salt Gosh on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 dated 22.06.2022)

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Riverfront Condominium Pvt. Ltd.
[Signature]
 Director / Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Balaah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[BFP No. RLDA/RFP/CD/ 27 of 2022 Dated-18.04.2022]

Sl. No.	Particulars	Area (Sq. M)	Area (Acres)
1	Plot No. 1	10000	2.47
2	Plot No. 2	10000	2.47
3	Plot No. 3	10000	2.47
4	Plot No. 4	10000	2.47
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6	Plot No. 6	10000	2.47
7	Plot No. 7	10000	2.47
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95	Plot No. 95	10000	2.47
96	Plot No. 96	10000	2.47
97	Plot No. 97	10000	2.47
98	Plot No. 98	10000	2.47
99	Plot No. 99	10000	2.47
100	Plot No. 100	10000	2.47

Sl. No.	Particulars	Area (Sq. M)	Area (Acres)
1	Plot No. 1	10000	2.47
2	Plot No. 2	10000	2.47
3	Plot No. 3	10000	2.47
4	Plot No. 4	10000	2.47
5	Plot No. 5	10000	2.47
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98	Plot No. 98	10000	2.47
99	Plot No. 99	10000	2.47
100	Plot No. 100	10000	2.47



Riverfront Condominium Pvt. Ltd.

[Handwritten Signature]
 (Name of Authorized Signatory)

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (73,430 Sqm) at Sah Gelah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[RFP No. RLDA/RFP/CO/ 27 of 2022 Dated-18.04.2022]

Sl. No.	Particulars	Area (Acres)	Area (Sqm)
1	Plot No. 1	1.00	43,560
2	Plot No. 2	1.00	43,560
3	Plot No. 3	1.00	43,560
4	Plot No. 4	1.00	43,560
5	Plot No. 5	1.00	43,560
6	Plot No. 6	1.00	43,560
7	Plot No. 7	1.00	43,560
8	Plot No. 8	1.00	43,560
9	Plot No. 9	1.00	43,560
10	Plot No. 10	1.00	43,560
11	Plot No. 11	1.00	43,560
12	Plot No. 12	1.00	43,560
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14	Plot No. 14	1.00	43,560
15	Plot No. 15	1.00	43,560
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18	Plot No. 18	1.00	43,560
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31	Plot No. 31	1.00	43,560
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97	Plot No. 97	1.00	43,560
98	Plot No. 98	1.00	43,560
99	Plot No. 99	1.00	43,560
100	Plot No. 100	1.00	43,560

Sl. No.	Particulars	Area (Acres)	Area (Sqm)
1	Plot No. 1	1.00	43,560
2	Plot No. 2	1.00	43,560
3	Plot No. 3	1.00	43,560
4	Plot No. 4	1.00	43,560
5	Plot No. 5	1.00	43,560
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7	Plot No. 7	1.00	43,560
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98	Plot No. 98	1.00	43,560
99	Plot No. 99	1.00	43,560
100	Plot No. 100	1.00	43,560



[Handwritten signature and initials]



"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,455 Sqm) at Salt Golsib on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years"

(RFP No. RLDA/RFP/CD/ 27 of 2021 Dated-18.04.2021)

Part - V		Schedule - 1	
Schedule - 1		Schedule - 1	
Part - V		Schedule - 1	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
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44	44	44	44
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92	92	92	92
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94	94	94	94
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Part - V		Schedule - 1	
Schedule - 1		Schedule - 1	
Part - V		Schedule - 1	
1	1	1	1
2	2	2	2
3	3	3	3
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5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
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87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100



Riverfront Condominium Pvt. Ltd.
Amit
 Director / Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,450 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated-18.04.2022)

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Riverfront Condominium Pvt. Ltd.

Asst. Manager
 Assistant Manager

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,450 Sqm) at Dolt Gohit on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/102/CD/27 of 2022 Dated-18.04.2022)

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Riverfront Condominium Pvt. Ltd.

Handwritten signature
Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (73,456 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 33 years".

[APP No. RLDA/APP/CD/23 of 2022 Dated-18.04.2022]

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Prepared by: [Name] Date: [Date]

Plot schedule

REVENUE
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Riverfront Condominium Pvt. Ltd.
[Signature]
 Director / Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,496 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 33 years".

[RFP No. RLDA/RFP/CD/ 27 of 2022 Dated-18.04.2022]

Annexure-V

Site Photographs

The site is an open area with largely dense greenery & low height buildings- hereby having open views to both sides of river



The site is bound by two roads which are both largely traffic free and they serve a limited frontage.



Saltia entrance road

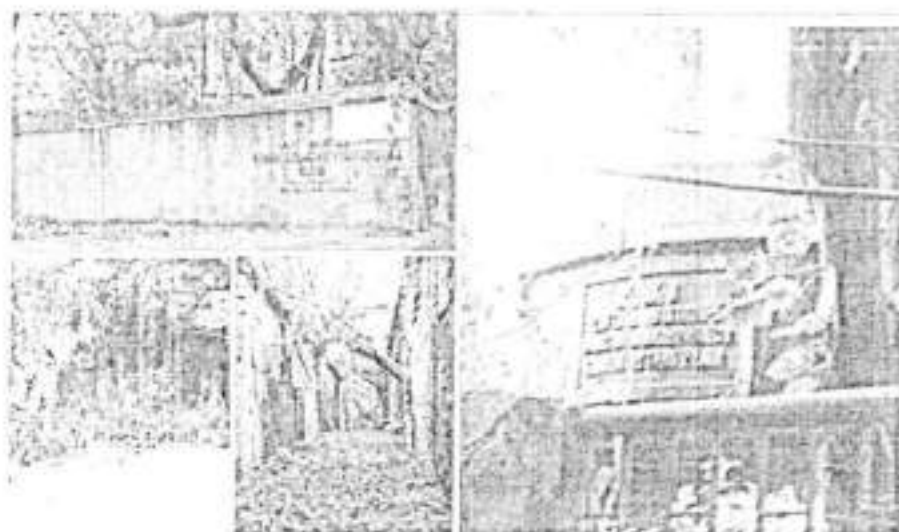
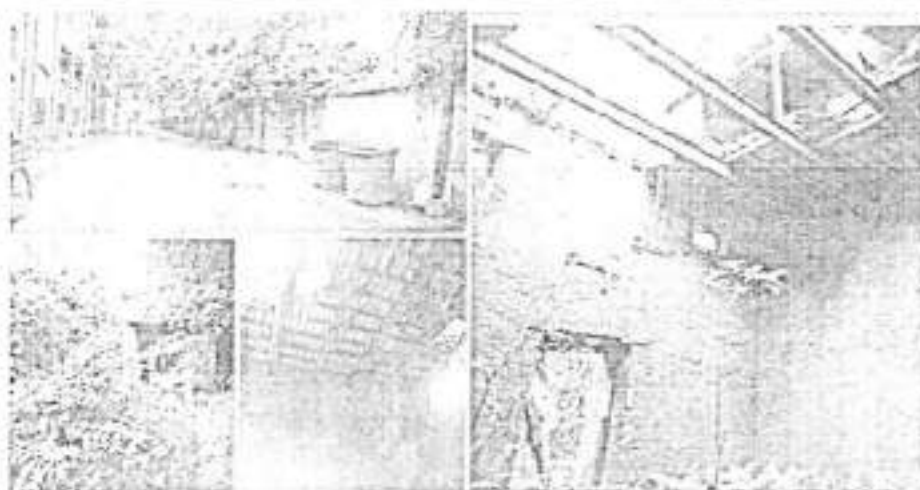
Ring road



Riverfront Condominium Pvt. Ltd.
[Handwritten Signature]
Authorized signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,450 Sqm) at Salt Batah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/NFF/CD/ 17 of 2022 Dated-18.04.2022)

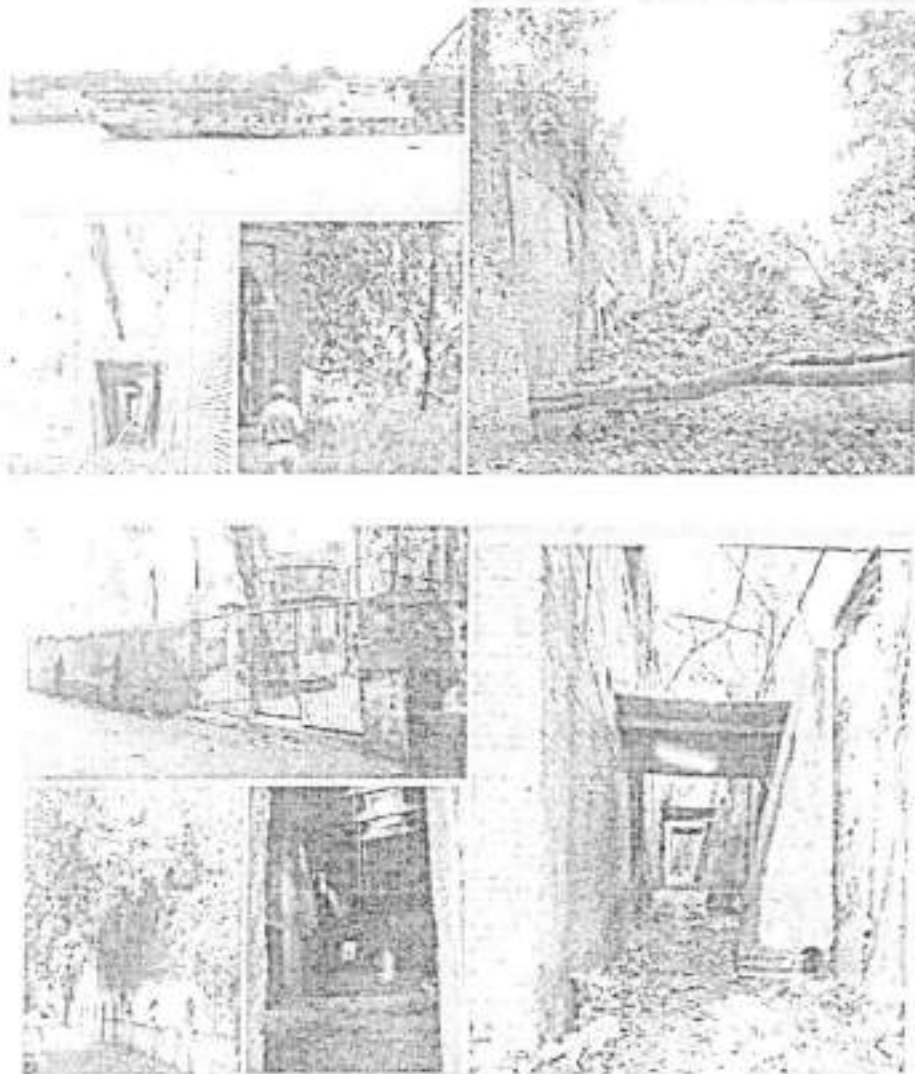


Riverfront Condominium Pvt. Ltd.
Authorized Signatory
Authorized Signatory

12

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,456 Sqm) at Salt Gola, on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated 18.04.2022)

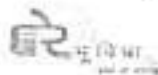


EP-1000 "Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,435 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated-18.04.2022)

Annexure-VI

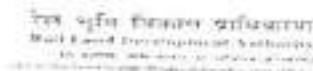
Copy of letter dtd-04.11.2020 with annexures, addressed to the Administrator Howrah Municipal Corporation



By RLDA/2016/COM/RO/Salt Gola,Howrah dt 04/11/2020



The Administrator,
Howrah Municipal Corporation,
4, Mahatma Gandhi Road,
Howrah-711001 (West Bengal)



Dated-04.11.2020

Subj: In-Principle Approval/ NDC for Commercial Development of 1.83 Ha Railway Land in Salt Gola, on the eastern Bank of Hooghly River by Rail Land Development Authority (RLDA).

Ref:

- 1) Railway Board's letter No. -2019/198-21/02/03/14, (134), Dated-16.07.2019
- 2) Ministry of Railways letter No. 20111/18/14/02/25/14, Dated-17.10.2018
- 3) Ministry of Housing & Urban Affairs letter No. A-14012/0022034 dt-1, dated 13.11.2019 addressed to Chief Secretaries of all the States/UTs

In reference to subject mentioned matter, following is brought out to your kind information:

1. Rail Land Development Authority (RLDA) is a Statutory Authority under the Ministry of Railways set-up by an Amendment to the Railway Act, 1959, and mandated for commercial development of Railways land as allocated by the Central Government for the purpose of Utilization Mutual to Ben-efit measures.
2. In terms of Section 4(b) of Railway Act, 1959, RLDA has to discharge functions and exercise such powers of Central Government in relation to the development of railway land and as are specifically assigned to it by Central Government.
3. Ministry of Railways vide letter under reference (Copy enclosed as Annexure-1), has entrusted a land parcel admeasuring 1.83 Ha in Salt Gola on the Eastern Bank of Hooghly River in Howrah Municipal Corporation, to RLDA for its Commercial Development in terms of Section 4(b) (2) (c) of Railway Act, 1959 and Clause 5 of RLDA (Constitution) Rules 2007.

In order to generate human/ff revenues for Central Government, the aforesaid land has been proposed for Commercial Development as per the development scheme prepared by RLDA. Copy of the site plan/location and sketch showing proposed development scheme is enclosed as Annexure-IV.

4. It would be worthwhile to mention here that as per Section 11 of Railway Act, 1959, Railway is empowered to develop any Railway Land for commercial use. Section 11 of the Railway Act starts with a non-obstante clause i.e. "notwithstanding with any.....". Thus, Local Town and Country Planning Act are not applicable on the Railway land and accordingly, power to approve the Master Plans for developing any Railway Land for commercial use lies within the domain of Railway.

Page 4 of 8

Unit No 707/B, 7th Floor, Konark Tower-II, BSRIC Building, Asian Road, New Delhi-110002
Ph:011-26223556, 23222654, Fax:011-26223637

Part-V Schedule & Specifications RLDA LOHB

Page 25



Riverfront Condominium Pvt. Ltd.
Authorized Authority

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70.439 Sqm) at Salt Gofah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 17 of 2022 Dated-18.04.2022)

3. The above contention has also been confirmed by the view of Union Cabinet dated 03.10.2018 communicated vide letter under reference A (Copy enclosed as Annexure III) para-10 of that letter is reproduced below for ready reference:

"Railways/RLDA/RLDC shall submit urban land development authority authorisation while approving its plans in terms of power conferred as it is per Section 21 of Railway Act, 1989, so that the development of railway land is harmonious with surrounding development, generally following the National Transit Oriented Development (TOD) Policy. No change of land use is required Pan India by Railways for developing Railway land for commercial use".

4. Further, in a communication from Ministry of Housing and Urban Affairs to Chief Secretaries of all the States/UTs under reference A (Copy enclosed as Annexure III), division of Union Cabinet has been reiterated and States/UTs have been requested to incorporate suitable provisions in the local by-laws/development control norms, in congruence with the National TOD policy as well as the relevant provisions of the Railway Act and thereby facilitating Railways/RLDA/RLDC to proceed with their development plans in consultation with local bodies/other statutory authorities at the ground.

5. In view of above, RLDA will be consulting your office and statutory bodies while approving its plans for the development as specified above and other land parcels of Railway generally following National Transit Oriented Development Policy, in a manner that proposed development is harmonious with the surrounding development. Furthermore, no change in land use is required Pan India by Railways for developing Railway land for commercial use/housing.

As above, it is requested to kindly convey in-principle NOC for the commercial development scheme envisaged in para 3 above.

Enclosures: As above


4-10-2024
(Anjali Kumar)
Member/Finance
Rail Land Development Authority

Copy to:

1. General Manager/ER, for kind information please.
2. CPM/RLDA for information and necessary action.

Page 2 of 2



Riverfront Entertainment Pvt. Ltd.
Anjali Kumar
Member/Finance
Rail Land Development Authority

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,450 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated-15.04.2022)

STRICTLY CONFIDENTIAL

Annexure 2

Government of India
Ministry of Railways
(Railway Board)

No. 2019/LM-2267/97/P (13-1)

New Delhi, dated 20.07.2019

The Vice Chairman,
Rail Land Development Authority (RLDA),
Near Sardarjung Railway Station,
New Delhi - 110 022.

Handwritten notes:
Copy to be sent to...
Copy to be sent to...
Copy to be sent to...

2.0. Encroachment of site at Salt Gola, Howrah, Eastern Railway (E.R. track) for purposes of development by RLDA.

In terms of Section 4(1)(2)(c) of Railways Act, 1969 and Clause 5 of the Rail Land Development Authority (Construction) Rules, 2007, Ministry of Railways has decided to remove the encroachment below to RLDA for commercial development.

S. No.	Name of site	Railway	Area
1.	Salt Gola, Howrah	ER	0.85 Ha.

The Authority is hereby assigned and authorized to discharge the functions as provided in Section 4(1)(2)(c) of Railways Act, 1969 to exercise powers as provided under Section 42 of the Railways Act, 1969, and Rail Land Development Authority (Construction) Rules, 2007.

The Authority should take necessary action to collect relevant documents and return same to the concerned Rural Railway. The Rural Railway is also requested to extend all co-operations to the Authority in finalizing the relevant documents pertaining to the above mentioned site.

Yours faithfully,
Yours obediently

Signature
[Chander Shukla]
Joint Director/RLA
Railway Board

Copies to:

General Manager, ER with CPDS letter No.W(6) 336/RLDA/RWH DIV Dins dated 14.02.2019 for making available all relevant documents to RLDA.

Handwritten notes:
Copy to be sent to...



Shertani Consortium Pvt. Ltd.
Signature
Joint Director/RLA

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (78,158 Sqm) at Sali Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/27 of 2022 Dated 10.04.2022)

Annexure - II

GOVERNMENT OF WEST BENGAL
DEPARTMENT OF RAILWAYS
(RAILWAY SERVICES)

NOTIFIED BY WC/22/02/15/11

Howrah-1, 10.10.2022

The General Manager,
All India Railways

The Managing Director & CEO Executive Officer,
Indian Railway Station Development Corporation Ltd
(IRSDCL)
Puducherry (4th Floor),
Sector-12, R. K. Puram,
New Delhi-110 016

Re: Grant of (a) Lease for Redevelopment of Railway Stations by Indian Railway Station Development Corporation Limited (IRSDCL) at Nodal Agency, through simplified procedure and for longer lease term.

Dt: New Delhi No 20112/MD/WC/02/15/11/11, Dated 14.08.2018

A Cabinet Memo on "Re-use/development of Railway Stations" was submitted for the approval of CC on 22.05.2018. The Union Cabinet has approved the following on 01.06.2018:

1. Redevelopment/development of all stations through IRSDCL as the nodal agency. IRSDCL shall also be the main Project Development Agency (PDA). However, IRSDCL, on call, for some sites, may also designate State Railways/ RLEIS or any other Central Government agency as the PDA.
2. PDA shall undertake station redevelopment on any of the various business models such as various mode of PPP, Modified Bid including method for per meter Contract mode 2011/LMO/2013/19 dated 24.02.2013, JV with State Govt, end-to-end FDI/ODL's, combination of PPP mode and EPC, standalone EPC for certain circumstances like if extra land is not available etc. or combination of any or all of these modes etc. as deemed fit by IRSDCL. IRSDCL shall be allowed to generally develop the stations along with Railway land, if any, means out of Railways portfolio as seen on a basket of projects basis.
3. Notwithstanding provisions of Rule 133(3) of CFR 2017, which provides competition amongst PDAs, IRSDCL shall remain nodal agency for PDA's for station redevelopment.

--- 2/ ---



Riverfront Constructions P. S. Ltd.

[Handwritten signature]
Managing Director

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,430 Sqm) at Salt Ghat on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RF No. RLDA/SP/CO/27 of 2023 Dated 18.04.2023)

1. RLDA may not set up any other office or branch office within the limits of the land for any other purpose other than the purpose mentioned in clause 1 of the lease deed.
2. RLDA may not set up any other office or branch office within the limits of the land for any other purpose other than the purpose mentioned in clause 1 of the lease deed.
3. RLDA may not set up any other office or branch office within the limits of the land for any other purpose other than the purpose mentioned in clause 1 of the lease deed.
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10. RLDA may not set up any other office or branch office within the limits of the land for any other purpose other than the purpose mentioned in clause 1 of the lease deed.
11. RLDA may not set up any other office or branch office within the limits of the land for any other purpose other than the purpose mentioned in clause 1 of the lease deed.
12. RLDA may not set up any other office or branch office within the limits of the land for any other purpose other than the purpose mentioned in clause 1 of the lease deed.



Rivertrent Condominium Pvt. Ltd.
Director / Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,456 Sqm) at Beli Goleh on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[RF No. RLDA/RFF/CO/27 of 2022 Dated-18.04.2022]

Minutes, Draft agreement and related documents may also be included in the file.


Anish Kumar
Director (Commercial Development) RLDA
Railway Road
C/o P.O. No. 1, 7330247

Copies:-

1. Vice Chairman, Rail Land Development Authority (RLDA), Moolgoh-1, Near Sealdah Railway Station, New Delhi-110 021
2. The Chairman cum Managing Director, IRCON International Ltd, C-5, District Centre, Saket, New Delhi-110 017
3. The CMDR, Eastern Railway Corporation, Durgam Chatterji, P.O. No. 1, Saket-11, C-5/1, Saket, New Delhi-110 017



Riverfront Condominium Pvt. Ltd.

Director (Commercial Development)

RD/...

"Grant of Lease for Commercial Development on Railway Land parcel adjoining 17.41 Acres (70,456 Sqm) at Salt Girth on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/27 of 2021 Dated-18.04.2022)

Annexure-III
25

File No. RLDA/RFP/CD/27 of 2021
Administrative Desk
Ministry of Housing and Urban Affairs
Urban Transport - I (2003)

11.11.2022
10/11/2022

Office: Ministry, Urban Dept.
Date: 11/11/2022

Part-V Schedule of Specifications (S/S)

Subject: Form of instructions to States/UTs/ChDs regarding Engineering Drawings (E/D) for developing land for commercial use under the Railway Act 1950.

1. INTRODUCTION

1.1 In pursuance to the Ministry's letter of even number dated 01.08.2019 regarding the subject matter to the Chief Secretaries of States/UTs regarding use of Railway Land for commercial development (CDD) policy as guiding document for urban planning by States/UTs. The policy aims to promote planned and sustainable urban centres with high density, urban land utilisation on alluvial zone of 500-800 metres of main trunk systems.

1.2 In pursuance of the Ministry of Railways (MoR) has informed that the Ministry is preparing a scheme programme for redevelopment Railway Stations by providing a land lease parcel of separate land and site area with the policy provided in the Railway Act 1950. The MoR has also stated that Railway/Rail Land Development Authority (RRLDA) Indian Railway Stations Development Corporation (IRSDC) shall conduct a study to identify suitable statutory schemes with its plan in the interest of power conferred to it under the provisions of Section 12 of Railway Act 1950, so that development of Railway Stations by leasehold and the surrounding development, generally following the Revised TOD Policy.

1.3 In view of the above, all States/UTs are requested to carry out the above mentioned work to be completed within the stipulated time in compliance with the National TDD policy as well as the relevant provisions of the Railway Act and Ministry's letter of even number 01.08.2019 and their development plan in consultation with local bodies/other statutory authorities of the states.

2. THE WORKS WITH SCOPE/DETAIL OF THE CONTRACT AUTHORITY

Years Validity,

10/11/2022
10/11/2022

Director (Urban Transport)

Annexure-III



Superfront Condominium Pvt. Ltd.
Arun J
General Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (72,433 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[RFP No. RLDA/RFP/CO/ 17 of 2022 Dated 18.04.2022]

Part-V

1. Project - Commercial Development of Railway Land Parcel of 17.41 Acres (72,433 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years.
2. Model Plan/Specification
3. State's, City's, District, Railway Board & Landlord Authority of Government of India, Office of Railway, Salt Gola, Howrah, West Bengal (700011) & Mr. J. C. Das, Jt. Secy, RLDA, Salt Gola, Howrah (West Bengal) (700011)

Objectives

1. To develop the land parcel for commercial use.
2. To provide the land parcel for commercial use.
3. To provide the land parcel for commercial use.



Riverfront Condominium Pvt. Ltd.

Arupul
Authorized Signatory



"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,455 Sqm) at Salt Gelsa on the Western Bank of Hooghly River in Howrah (West Bengal) for 30 years".

(RFP No: RLDA/RFP/CO/27 of 2022 Dated 18.04.2022)



1.0.17.2-Sub-Item-004
Map Scale

1.1. DISCUSSION

The project is a public infrastructure project of national importance and is being implemented by the Government of West Bengal. The project is a large scale of work. There are several public organizations, which are involved in the management of project which shall be mentioned below.

2. All the activities concerning with the project, the Ministry of Urban Development has prepared a Special Policy on Urban Oriented Development. The policy was prepared to provide a framework for the project with High Density urban land use which are within an urban area of 100-200 meters of major road system. The objective is to create infrastructure on land from public vehicle oriented development on public transport oriented development, provide the use of public transport facilities, and to use the land use, vehicle and other related facilities of public nature. A copy of the policy is attached with this letter. It is also attached to the project's website www.urban.gov.in.

3. The land parcel was released in favour of the project on 28th February, 2022 with all the rights and interest therein. The project, contents and suggestions of the project are being submitted to the Government.

4. It is requested that the Government may use the national TOD policy as a guiding document for urban planning. It will be also to add the use of the policy of the Government and the Ministry of Urban Development and other related facilities of the TOD policy by the Government.

With regards,

Yours sincerely,

(Signature)

(Signature)

(Name)

(Signature)



Riverfront Constructions Pvt. Ltd.
 Accepted
 (Signature)
 Authorized Signatory

"Grant of Leases for Commercial Development on Railway Land parcel measuring 17.41 Acres (76,491 Sqm) at Salt Gatah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated-18.04.2022)

Annexure-VII

Copy of letter dtd-01.12.2020, addressed to The Chief Secretary Govt. of West Bengal

  
 Government of West Bengal
 Ministry of Housing & Urban Affairs
 1st Floor, Block 1, Sector 1, Salt Lake Station, Kolkata-700064
 New Delhi, India - 110002

Shri. Chief Secretary,

Subject: NOD for Commercial Development of Railway Land & Colonies in West Bengal (WB)

- Ref: 1. Min. Railway's letter No.2019/MLM/HR/2019 (134) dt 26.07.2019
- 2. Min. Railway's letter No. 2017/MLM/HR/134 dt 15.05.2017
- 3. Min. Railway's letter No. 2011/MLM/HR/2011 dt 17.10.2011
- 4. Ministry of Housing & Urban Affairs letter No. H-4014/2020-10/177 dt 04.11.2019 addressed to Chief Secretaries of all the States/UTs

RLDA has been given a mandate of redevelopment of vacant railway land across the entire Indian Railways. Presently 24 colonies have been entrusted to RLDA and we have already finalized the Developer for Gueshat colony. There are also working on other colonies and Master Planning of some of these colonies has been finalized in consultation with Central Railways.

1. In terms of Section 4(C) of Railway Act, 1969, RLDA has to discharge functions etc. relating and powers of Central Government in relation to the development of Railway Land as are specifically assigned to it by Central Government.
2. Ministry of Railways has been given a target of generating revenue for its way of development of surplus Railway land across the country. Accordingly, Rail Land Development Authority (RLDA) has been entrusted with 62 lease parcels, 02 Railway Stations & 04 Colonies for development/redevelopment in various parts of the country. To begin with RLDA has taken up redevelopment of Howrah City Station and 02 land parcels in its development sites in the Howrah Municipal Corporation area.
3. In terms of Section 11 of Railway Act 1969, Railway is empowered to develop any Railway Land for commercial use and accordingly has the power to approve the Master Plans for developing any Railway Land for commercial use (ing within the consent of Railways). RLDA, in terms of decision dated 03.10.2018 of the Union Cabinet, New Delhi, HR/HR/2018 dt 03.10.2018 shall consult urban local bodies/other statutory authorities while approving its plans in terms of power conferred to it as per Section-11 of Railway Act, 1969, so that the development of Railway land is harmonious with surrounding development, generally following the National Transit Oriented Development (TOD) Policy. No change of land use is required PAN India by Railways for developing Railway land for commercial use. This decision of Union Cabinet has been communicated by Ministry of Housing and Urban Affairs to Chief Secretaries of all the States & UTs vide letter order ref no.

- 2/-

RLDA, in pursuit of Excellence in Commercial Development of Railway Land in India.



Riverfront Condominium Pvt. Ltd.
 Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70.455 Sqr) at Salt Gatah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/AFR/CO/ 27 of 2022 Dated-18.04.2022)

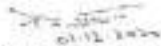
- 2 -

5. In line with the above provisions of Railways Act, 1989 and sections of the Urban Ceiling, N.D.A. has requested the Administrator of Howrah Municipal Corp. to give NDC for the commercial development scheme of these 03 land parcels/holdings. For NDC for redevelopment of Howrah station we will be approaching Howrah Municipal Corp. subsequently.

6. I & Partners, requested that NDC for Commercial Development as requested may please be given, it's worth mentioning that the development/redevelopment of these land parcels of railway land will spur a wave of development in the surrounding areas thereby creating a win-win situation for all the stakeholders.


With warm regards,

Yours Sincerely,


(Md. Farukh Duda)

Shri Ajayan Banerjee Chyay,
The Chief Secretary,
Govt. of West Bengal
Palanva (12th Floor),
329, Salt Chatterjee Road, Shibpur,
Howrah-711002.



Riverfront Condominium Pvt. Ltd.

Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,492 Sqm) at Salt Dohar on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated-18.04.2022)

Annexure-VIII

Copy of letter dtd-16.12.2020, addressed to The Principal Secretary Govt. of West Bengal



West Bengal Development Authority
 West Bengal Development Authority
 1, Park Road, Salt Lake, Kolkata-700064

No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137

Dated-16.12.2020

The Principal Secretary,
 Department of Land & Revenue (L&R) Office,
 501, 4th Floor, Sector 1,
 Salt Lake, Kolkata-700064

Re: NOC for Commercial Development of Railway Land & Extension in West Bengal (WB).

- Ref:
1. The letter dated 16.12.2020, No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137, dated 16.12.2020, addressed to the Principal Secretary, L&R Office.
 2. The letter dated 16.12.2020, No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137, dated 16.12.2020, addressed to the Principal Secretary, L&R Office.
 3. The letter dated 16.12.2020, No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137, dated 16.12.2020, addressed to the Principal Secretary, L&R Office.
 4. The letter dated 16.12.2020, No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137, dated 16.12.2020, addressed to the Principal Secretary, L&R Office.
 5. The letter dated 16.12.2020, No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137, dated 16.12.2020, addressed to the Principal Secretary, L&R Office.
 6. The letter dated 16.12.2020, No. W.D.A.2021/6, Salt Lake, Howrah (WB) 711137, dated 16.12.2020, addressed to the Principal Secretary, L&R Office.

W.D.A. 2021/6
 16.12.2020
 16.12.2020

(Signature)
 Member/Project
 West Bengal Development Authority

The Principal Secretary, Government of West Bengal, 501, 4th Floor, Sector 1, Salt Lake, Kolkata-700064



Riverfront Condominium Pvt. Ltd.

(Signature)
 Director/Authorised Signatory

12
"Grant of Lease for Commercial Development on Railway Land parcel addressing 17.41 Acres (70,495 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2021 Dated-18.04.2021)

Annexure-IX

Reply of HMC dtd-23.06.2021


HOWRAH MUNICIPAL CORPORATION
A. MUNICIPAL CORPORATION, Howrah - 711 001
Survey Department
Tel: 033-2608-3211-13
Fax: 033-2608-3211-13
Date: 23/06/21

Mr. M. K. Ghosh
Member, Finance
Mr. L. K. Das
Member, Survey Authority
Howrah Municipal Corporation
Salt Gola, Howrah
West Bengal - 711 001

Ref: 1. Conditional Handover of 8.8012 Hectare land in Salt Gola on the West Bank of Hooghly River, Howrah.

Ref: 2. Your Letter No. RLDA/2021/Contd/EO/Salt Gola, Howrah (R/1114) dt-04/06/21.

In reference to above, I have been directed by the Commissioner of RLDA, dt-18/06/21 to inform you to submit the specific proposal for the Commercial Development Survey to get the NOC from RLDA.

Yours faithfully,


Executive Engineer
Survey Department
Howrah Municipal Corporation
Date: 23/06/21

Copy No. RLDA/2021/Contd/EO/Salt Gola


Copy forwarded for your information to:

1. Commissioner, RLDA.
2. Dy. Commissioner, RLDA.
3. Survey Survey Officer, S.A.S., Salt Gola, Howrah.
4. Officer-in-charge, Survey Department.

Executive Engineer
Survey Department
Howrah Municipal Corporation

Annexure-X



Riverfront Condominium Pvt. Ltd.

Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (72,456 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated 08.04.2022)

Reply of HMC dtd-02.03.2021

HOWRAH MUNICIPAL CORPORATION

BUILDING DEPARTMENT (4th Floor),

4, ANIL KUMAR GANDHI ROAD, HOWRAH - 711 001

Phone : 033 2655 3511/3512 FAX : 033 2641 4845

WEBSITE: www.hmc.in. EMAIL: bdg@hmc.gov.in

Memorandum No. 3090/AT/tying/21-22

Ref: 001/2022

From:
Assistant Engineer (Building Department)
Howrah Municipal Corporation,
4, Anil Kumar Gandhi Road
Howrah-711001

To:
Chief Project Manager
Rail Land Development Authority
Kolkata

Subject: principal approval/NoC for commercial harnessing of 5.63 Ha of 1-2nd zone land in Salt Gola, on western bank of Hooghly river by Rail Land Development Authority

Ref: 1. R.L.D.A./2015/Comms./RDS/Salt Gola/Howrah (R)/1147 Dtd 04/11/2005.
2. R.L.D.A./2020/Comms./Salt Gola, DF/31/01/2022.

In view of the reference to the above subject matter, it is to inform you that the entire process (conducted on the basis of MCG Building Rule 2007 which is not under the jurisdiction area of HMC) also notification No.43/MA/O/C-4/TA-5/2010 dtu (SUG/2011) of development of land by construction of building may be submitted to you.


Assistant Engineer
Building Department
Howrah Municipal Corporation

Annexure-XI

Part-V Schedule & Specifications RLDA LDHB

Page 38

Rivafant Condominium Pvt. Ltd
Asst. Eng
Project Manager

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (78,498 Sqm) at Salt Dock on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated 18.04.2022)

Joint visit Note with Forest Department 16.11.21

JOINT FIELD VISIT NOTES ON EAST COAST OF RAILWAY LAND ACQUISITION AND DEVELOPMENT AUTHORITY AND HOWRAH FOREST DIVISION, GOVERNMENT OF WEST BENGAL

The following information was obtained from the respective officials during the joint visit with the Howrah Forest Division, Government of West Bengal on 16/11/2021. The visit was conducted on behalf of the Railway Land Acquisition and Development Authority, Kolkata. The visit was conducted on behalf of the Forest Division, Government of West Bengal on 16/11/2021. The visit was conducted on behalf of the Railway Land Acquisition and Development Authority, Kolkata. The visit was conducted on behalf of the Forest Division, Government of West Bengal on 16/11/2021.

- a. Most of the area is covered with agricultural crops and the large tracts were under the sugarcane and rice. The Government of West Bengal has been providing 20% subsidy on the cost of the sugarcane and rice.
- b. The area is under the control of the Forest Department, Government of West Bengal.
- c. The area is under the control of the Forest Department, Government of West Bengal.
- d. Most of the area is under the control of the Forest Department, Government of West Bengal.
- e. There is a forest in the area.

[Signature]
 Joint Visit Note
 16/11/2021

[Signature]
 Joint Visit Note
 16/11/2021



Riverfront Condominium Pvt. Ltd.
[Signature]
 Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/MF/CO/27 of 2022 Dated-18.04.2022)

SCHEDULE - I

PART - C

Applicable DCR Norms

Land use and development control plan for the Howrah municipal corporation area being a portion of the Kolkata Metropolitan area.

Approved by the Government of West Bengal under section 117A of the West Bengal Town & Country Planning Act 1973 vide order no. T-40/2019-13/131 dated 01-01-2019 and S. Order No. T-40/2019-13/131 dated 01-01-2019 and S. Order No. T-40/2019-13/131 dated 01-01-2019.

May 2018

APPROVED BY
 KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

and norms as per the provisions of the Act and Rules of West Bengal.

24. Development Control Zone III

The Development Control Zone III includes the area that is already used for industrial purposes and also the area that is to be used for industrial purposes. The Development Control Zone III covers the area of Howrah Municipal Corporation and is regulated by Development Control Zone III, Part III, Rule 24 and 25 of the West Bengal Town & Country Planning Act 1973 and the West Bengal Development Control Rules.

25. Development Control Zone IV (A) (1) (a)

The Development Control Zone IV (A) (1) (a) includes the area that is to be used for industrial purposes.

i. Part I

A 100 m wide strip of land along the west bank of the Hooghly River between the railway station of Howrah and the station of Howrah and Salt Gola for the purpose of industrial development.

ii. Part II

A 400 m wide strip of land along the west bank of the Hooghly River between Salt Gola and the station of Howrah for the purpose of industrial development.

iii. Part III

A 100 m wide strip of land along the west bank of the Hooghly River between the station of Howrah and the station of Howrah and Salt Gola for the purpose of industrial development.



Riverfront Consortium Pvt. Ltd.
[Signature]
 Director, Riverfront Consortium



"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (73,406 Sqm) at Salt Dock on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CP/ 27 of 2022 Dated-18.04.2022)

5	Above 50 to 150	2.25	2.25	2.00	2.00
6	Above 25.0 to 50.0	2.50	2.50	2.00	2.15
7	Above 20.0 to 25.0	2.75	2.75	2.00	2.50
8	Above 10.0	3.00	3.00	2.00	2.75

In case of premises having a heritage building, the floor area ratio of the premises may be increased up to a maximum of 1.5 but in no case the floor area increased be more than the floor area of original heritage building (part or full) upon obtaining recommendation of the Heritage Conservation Committee from heritage point of view.

65A Allowing additional Floor Area Ratio:-

- a) 10% additional Floor Area Ratio shall be allowed in case of any prepared or constructed green buildings and certification of green buildings will be done by the designated authority or agencies to be notified by the Department of Municipal Affairs, Government of West Bengal.
- b) Additional floor area ratio of 15% may be allowed in cases of Mass housing Projects, hospitals, Information Technology Buildings, High Commercial Projects, if there are adequate municipal infrastructure and facilities available in the locality to cater to the enhanced demand.
- c) In areas border with 100 meters to either side of the operational metro corridor or under construction & also consider where construction work has actually begun, a maximum of 10% additional floor area ratio may be allowed over the prescribed limit in respect of the properties abutting roads of areas of 15 meters to less than 21 meter, and a maximum of 50% additional floor area ratio may be allowed over the prescribed limit for properties abutting roads of areas 21 meters and above.



Rivafrost Condominium Pvt. Ltd.

Amalendu
Director, Automobiles Factory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (74,458 Sqm) at Salt Gatah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/HFP/CO/ 27 of 2022 Dated-18.04.2022)

Ground Coverage for Building

Category of use group	If site area 500 sqm. or more
Residential	50%
Educational	45%
Institution	40%
Assembly	40%
Government (Public)	40%
Industrial	40%
Storage	40%
Business	40%

Notwithstanding anything contained in sub-rule (1) for plots measuring more than 500 sqm. in area, the maximum permissible ground coverage shall be 45% for residential building or buildings and 35% for building or buildings with other uses such as parking and shopping. For buildings/plots measuring above 500 sqm. additional ground coverage to the extent of 15% may be allowed for car parking and building services. The additional ground coverage of 15% will be exclusively utilized for car parking, storage, stairs, lifts for upper level car parking and building services such as AC plant room, generator room, fire fighting equipment, electric equipment etc. not exceeding 5% out of such 15% subject to compliance of other relevant rules.

73. **Link of two blocks-** Notwithstanding anything contained in rules 62, 63, 64 and 65 if there are two adjacent plots of adjacent buildings belonging to the same owner, gangways between these two buildings may be permitted at any level subject to the condition that it does not obstruct movement of vehicles or the vehicles, as the case may be, the minimum width of the gangway being not less than that of a staircase and not exceeding 10m. at any place.



Rivafront Conchminium Pvt. Ltd.

[Signature]
Principal Authorised Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,458 Sqm) at Salt Bazar on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RBCS/HR/CO/ 27 of 2021 Dated-18.01.2022)

Permissible Height of Building

Width of means of access (m)	Permissible Height of Building (m)	Permissible Height of Building (in multiple case of heighting of strip of land having width of 2.5m throughout the frontage of the entire plot
i) Above 2.4 up to 3.0	7.0	3X
ii) Above 3.0 up to 3.35	10.0	11.5
iii) Above 3.35 up to 3.75	12.5	13.5
iv) Above 3.75 up to 4.0	10.0	13.5
v) Above 4.0 up to 12.0	40.0	-
vi) Above 12.0 up to 15.0	60.0	-
vii) Above 15.0	No restriction	-

Note: 1) - There will be no restriction in height of buildings on plots abutting means of access above 12m. m with subject to heighting of strip of land having a width of 5m. throughout the front of the entire plot along the means of access. However, this increase in height as mentioned above shall be permissible provided the area of the plots is least 5000 sqm. and frontage of the plot abutting the main road is at least 15.0 m.

2) In case of such additional height obtained by heighting the strip of land as mentioned here above, the applicant will get 64% of original land with only 36% of the applicant will be given of FSI and ground coverage taking into consideration the portion granted of the Corporation.

3) Average width of the means of access shall be calculated as per area of means of access in sqm. abutting the permissible divided by the length of the frontage of the property.

4) Height in court may allow additional height of the proposed building on a plot land where there is an existing or a heritage building on the recommendation of the Municipal Building Committee provided that the existing Heritage Building or Waribody as both taken together occupy at least 25% of the area.



Riverfront Consortium Pvt. Ltd.
 Director
 in-charge of the Riverfront Consortium

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,455 Sqm) at Salt-Golch on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[RFP No. RLDA/109/CG/17 of 2022 Dated-18.04.2022]

Off Street Car Parking Space

Sl. No.	Occupancy	Car Parking Space Requirement
1)	Assembly	<p>a) For theaters, motion pictures houses, clubs, dance halls, skating rink, exhibition halls, schools, auditorium or similar other halls, or any of places -</p> <p>i) Having fixed seating arrangement - one car parking space for every 30 seats.</p> <p>ii) Having no fixed seating arrangement - for every 35 sqm. of carpet area, one car parking space.</p> <p>b) For restaurant - eating houses, bars, clubs, gymkhana - no car parking space shall be necessary upto a total covered area of 200 sqm. for carpet area of more than 200sqm. one car parking space for every 35 sqm. or part thereof shall be necessary.</p> <p>c) For hotels and boarding houses - i) no car parking space for every two (2) guest rooms shall be necessary for star hotels. ii) no car parking space for every four (4) guest rooms or part thereof shall be necessary for other hotels and boarding houses. iii) additional car parking space for areas, to be used as restaurant, dining hall, shopping halls, terminal halls, banquet halls and other purposes - one car parking space for every 35 sqm. of carpet area of part thereof shall be necessary.</p> <p>d) For other assembly buildings, like place of worship, gymkhana, sports stadium, railway or by passenger station, airport terminal or any other places where people congregate or gather for the purpose as specified in clause (d) of sub-section (1) of section 130 of the act - requirement of parking space shall be determined by the Municipal Council.</p>

Riverview Condominium Pvt. Ltd.

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"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,486 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated-18.04.2022)

2)	Business	<p>a) For floor area up to 1500 sqm. – one car parking space for every 50 sqm. of carpet area.</p> <p>b) For floor area in addition to the number of car parking spaces as required in terms of clause a) above, additional one car parking spaces for every 75 sqm. of carpet area beyond 1500 sqm. of floor area.</p> <p>c) For floor area above 5000 sqm. – in addition to the number of car parking spaces required in clauses (a) and (b) above, additional one car parking space for every 100 sqm. of carpet area beyond 5000 sqm.</p>
3)	Mercantile (retail)	<p>a) For carpet area upto 25 sqm. – no car parking space</p> <p>b) For carpet area above 25 sqm. – one car parking space for every 35 sqm.</p>

Width and Length of Internal Roads

Minimum Width of Internal Roads	Maximum Length of Internal Roads	
	For internal roads closed at one end	For internal roads open to street at both ends
i) 4.00 m.	50 m.	100 m.
ii) 7.00 m.	100 m.	200 m.
iii) 9.00 m.	No restriction	No restriction



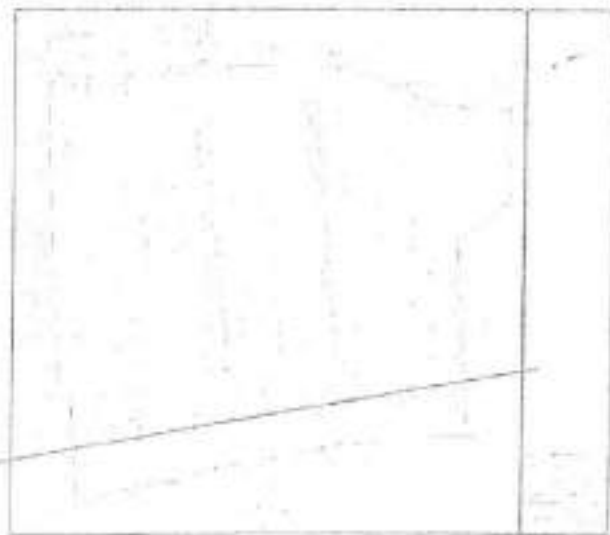
Riverfront Condominium Pvt. Ltd.
 Director / Authorisation [Signature]

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,433 Sqm) at Salt Gatah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(NTP No. RLDA/249/CO/ 27 of 2022 Dated-15.04.2022)

ACTIVITIES ALONG RIVER FRONT SETBACK

- Bank Protection Works
- Public Parks
- Waterfront activities
- 11m paved path



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Riverfront Condominium Pvt. Ltd
[Signature]
Director

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,426 Sqm) at Salt Dohar on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/119/CO/ 27 of 2022 Dated-18.04.2022)

SCHEDULE - II

ASSETS

The Lessee will provide the following components as part of the Project on the Site(s):-

- Buildings including building services;
- Civic Amenities [as approved by RLDA's Nodal Officer and Governmental Authority (as per the norms laid down by Municipal Authorities) and other Applicable Laws, if any] for example:
 - o Vehicle Parking for users and visitors on surface and basements;
 - o connectivity road for Houses,
 - o Landscaping etc for pleasant appearance.
- Infrastructure facilities as listed in Schedule III – Project Utilities.

The above list is indicative and not exhaustive.



Riverfront Condominium Pvt. Ltd.
Approved
Director

"Grant of Lease for Commercial Development on Railway Land parcel amounting 17.41 Acres (70,400 Sqm) at Salt Dohar on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RDA/RFP/CO/ 27 of 2022 Dated 18.01.2022)

SCHEDULE - III

PROJECT UTILITIES

The Lessee shall provide project utilities in line with the project master plan, approved building plans and applicable legal and statutory guidelines including but not limited to

1. **Water Supply System**
 - Suitable connection with existing water supply system (Main line/feeder line of Railways)
2. **Sewerage System**
 - Suitable Septic Tanks or Connection with Local Railway Sewerage System.
 - Collection network including sewer pipelines, manholes, traps, etc
3. **Storm Water Drainage System**
 - Collection network including pipelines/drains, manholes, traps etc.
4. **Power Supply & Street Lighting Systems**
 - Distribution network, Poles, Feeder Pillar Boxes, Switchgears, circuit breakers, Service Lines, service connections, Meters, etc.
 - Street lighting network comprising pipes, fixtures, lamps, switches, fuses, etc
5. **Rain Water Harvesting System**

The above list is indicative and not exhaustive.



"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70.456 Sqm) at Salt Gola on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

[RFP No. RLDA/RFP/CO/ 27 of 2021 Dated-18.04.2022]

SCHEDULE -IV (Mandatory Work) - Nil



Riverfront Condominium Pvt. Ltd.

Director / Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel measuring 17.41 Acres (70,435 Sqm) at Bah' Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated 29.04.2022)

SCHEDULE - V (Specification of Mandatory Work) - Nil



Riverfront Condominium Pvt. Ltd.

Amit
Director / Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70.436 Smt) at Salt Gosh on the Western Bank of Hooghly River in Haurah (West Bengal) for 99 Years".

(RFP No. RLDA/RFP/CO/ 27 of 2022 Dated 18.04.2022)

SCHEDULE - VI (Drawings of Mandatory Work) - Nil

SURENDRA
KUMAR
DUGAR

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SURENDRA KUMAR
DUGAR
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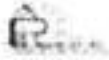
Part-V Schedule & Specifications RLDA LDHB



Riverfront Condominium Pvt. L

Asst. Genl. Mgr.
Director / Authorized Signatory

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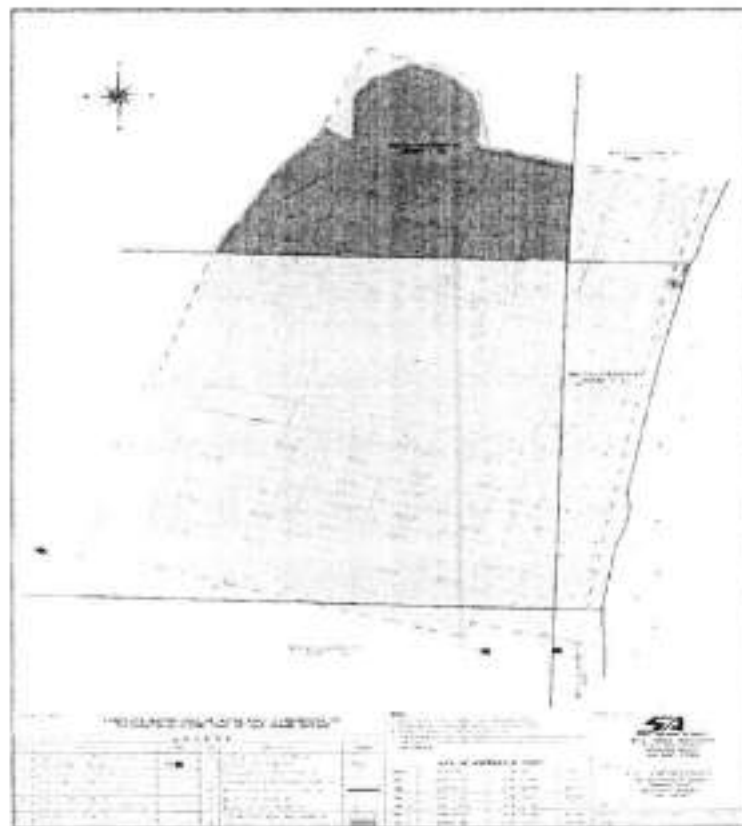


"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Goloh on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/ 27 of 2022 Dated-18.04.2022)

Annexure-III

Composite Master Plan of Mouza Maps Superimposed on Topographical Survey Plan of Salt Goloh, Howrah



N.B. :-The offered land parcel of 70,456 sqm is shown in Green color

Part-V Schedule & Specifications RLDA LDHB

Page 7

Riverfront Communities Pvt. Ltd.

Director / Authorized Signatory



W.P. 24-42489-01
SHEET - 13

AREA = 3.409 Acre

AREA = 0.819 Acre

PLOT AREA = 16.61 Acre

W.P. 24-42489-01
SHEET - 14
AREA = 17.41 Acre

**COMPOSITE MASTER PLAN OF MOCHA MAPS SUPERIMPOSED ON
TOPOGRAHICAL SURVEY PLAN OF SAHJ SAGAR, BOPKAM**

LEGEND

S.No.	Description	Symbol	S.No.	Description	Symbol
1.	Existing Boundary Wall Structure	[Symbol]	10.	Existing Light Pole Structure	[Symbol]
2.	Existing 1200' Stone Wall	[Symbol]	11.	Existing Gun Structure	[Symbol]
3.	Existing 1000' High Stone Wall	[Symbol]	12.	Existing 1000' High Stone Wall	[Symbol]
4.	Existing 500' High Stone Wall	[Symbol]	13.	Existing 500' High Stone Wall	[Symbol]
5.	Existing 200' High Stone Wall	[Symbol]	14.	Existing 200' High Stone Wall	[Symbol]
6.	Existing 100' High Stone Wall	[Symbol]	15.	Existing 100' High Stone Wall	[Symbol]
7.	Existing 50' High Stone Wall	[Symbol]	16.	Existing 50' High Stone Wall	[Symbol]
8.	Existing 25' High Stone Wall	[Symbol]	17.	Existing 25' High Stone Wall	[Symbol]
9.	Existing 12.5' High Stone Wall	[Symbol]	18.	Existing 12.5' High Stone Wall	[Symbol]

- Notes:**
- All dimensions are in Meter unless otherwise stated.
 - North line is oriented with respect to magnetic north.
 - 1:1000 scale is indicated on the plan.
 - The Railway and any area beyond the boundary wall of Mocha Park side the plot area will be shown in our plan wherever.

LIST OF REFERENCE POINT

Point No.	X (Easting)	Y (Northing)	Point No.	X (Easting)	Y (Northing)
1	447000	610000	10	447000	610000
2	447000	610000	11	447000	610000
3	447000	610000	12	447000	610000
4	447000	610000	13	447000	610000
5	447000	610000	14	447000	610000
6	447000	610000	15	447000	610000
7	447000	610000	16	447000	610000
8	447000	610000	17	447000	610000
9	447000	610000	18	447000	610000





West Bengal
RIVERFRONT DEVELOPMENT AUTHORITY
New Delhi

No.RLDA/2018/CamI./RD/Salt Golah, Howrah (ER)/1147

Dated: 16.03.2022

M/s P S Group Realty Private Limited,
S2/4/1, Ballygunge Circular Road,
Kolkata - 700019
Mobile No: 9831176210
Email: surendra@psgroup.in ; arun@psgroup.in

(Kind Attn: Mr. Surendra Kumar Dugar, Authorized Signatory)

Letter of Demand (LOD)

(Commitment Security)

Sub: Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years.

Ref: 1. RFP Notice No.RLDA/RFP/CD-27 of 2022 dated 18.04.2022 read with all the corrigendum/addendum thereto.

2. Your Eligibility Proposal and Financial Proposal opened on 17.08.2022 & 15.09.2022 respectively.

1. In reference to the Bid Document mentioned at ref (1) above, it is informed that your Eligibility Proposal and Financial Proposal at ref (2) opened on 17.08.2022 & 15.09.2022 respectively, have been accepted by the Competent Authority at your offered value of **Rs.381,00,00,000/- (Rupees Three Hundred Eighty One Crore Only)** towards Lease Premium in respect of lease for "Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

2. Pursuant to Clause-7 (B) of Part-III of Bid document, you are requested to deposit an amount of **Rs.10,00,00,000/- (Rupees Ten Crore Only)** within **Thirty (30) days** of issue of this letter toward Commitment Security in the form of Demand Draft or Banker's Cheque(s) issued by a Nationalized Bank or Scheduled Bank as approved by RBI in India, drawn in favour of the 'Rail Land Development Authority' and payable at Delhi. In case the 30th day happens to be a holiday then the next working day in RLDA office is deemed to be the 30th day. LOA shall be issued only after receipt of the Commitment Security.

3. Pursuant to Clause-7 (B) (e) of Part-III of Bid document, Commitment Security shall be adjusted in the payment to be made to RLDA towards the First Installment of the Lease Premium. Notwithstanding anything contained in this RFP, in the event the



Riverfront Land Development Authority
New Delhi
Director (Admin)



Commitment Security is not provided within the stipulated time, RLDA at its own discretion shall have the right to forfeit the Bid Security and take further actions as per terms of Bid Documents.

4. The payments of Commitment Security can also be remitted through RTGS/NEFT directly into RLDA account. While using online mode please submit the item-wise details of payment to RLDA. The particulars of RLDA account are as under:-

Name of Bank	State Bank of India, Rail Bhawan, New Delhi
Beneficiary Name	Rail Land Development Authority
Current Account No.	3023 1544 682
IFSC Code	SBIN 000 3771

5. The GSTIN of RLDA is: 07AAAGR0030G1ZT (Zero Seven A A A G R Zero Zero Three Zero G One Z T).
6. The TAN of RLDA is: DELO02988G (D E L O Zero Two Nine Eight Eight G).
7. Kindly acknowledge the receipt of this letter.

Yours Sincerely,

(Rakesh Kumar Gupta)
Dy. General Manager/Tender
Mobile: 9013164466

For Rail Land Development Authority,
(A Statutory Authority under Ministry of Railways, Government of India)

Copy to:-

1. ED/Finance & CPM/Kolkata/RLDA for kind information.
2. JGM/Project-1/RLDA for information and to liaisoning with selected bidder for timely submission of Commitment Security.

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16-07-22

16-07-22

Handwritten signature

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*Decided
for
Photocopy
16/07/22*



Director, Rail Land Development Authority

Handwritten signature
Director, Rail Land Development Authority

Page 2 of 2

12.10.2022

To:
Rail Land Development Authority
Unit No-702-B, 7th Floor,
Konnectus Tower-II,
DMRC building, Ajmeri Gate
New Delhi-110 002

Sub: Grant of lease for Commercial Development on Railway Land Parcel admeasuring 17.41 acres at Salt Gola on the Western Bank of Hooghly River in Howrah (WB) for 99 YEARS


Refs Memo No:RLDA/2015/Coml/BD/Salt Gola, Howrah(ER)/1147

Kindly refer to the Letter of Demand (LOD) bearing Memo No. RLDA/2018/Coml/BD/Salt Gola, Howrah (ER)/1147 dated 16th September, 2022 and our letter dated 21st September, 2022 acknowledging receipt of the same.

In terms of paragraph 2 of the LOD and in compliance of Clause 7.0(B) of Part-III of the Bid Document, we are enclosing a Demand Draft bearing No. 427992 dated 12.10.2022 issued by Indian Bank, Sarat Bose Road Branch, Kolkata amounting Rs 10, 00, 00,000(Rupees Ten Crores only) in favour of "Rail Land Development Authority" payable at Delhi, being deposit towards Commitment Security in terms of the Bid Document.

You are requested to kindly acknowledge the receipt of the same and issue the Letter of Acceptance (LOA).

Thanking You,
Yours sincerely,
For PS Group Realty Pvt. Ltd.


(Director)

Encl: Demand Draft




Director, Rail Land Development Authority

PS Group Realty Pvt. Ltd.

4/2



GOVERNMENT OF INDIA
Indian Railways
RAILWAY BOARD

RAILWAY BOARD

RAILWAY BOARD

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Signature
18/05/2013

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Signature
Director of Authority



रेल भूमि विकास प्राधिकरण
Rail Land Development Authority
भारत, नई दिल्ली-110 002
New Delhi, India - 110 002

No.RLDA/2018/Comd./CO/Salt Golah, Howrah (ER)/1147

Date: 14.10.2022

M/s P S Group Realty Private Limited,
52/4/1, Ballygunge Circular Road,
Kolkata - 700019
Mobile No: 9831170010
Email: surendra@psgroup.in; psrnl@psgroup.in

(Kind Attn: Mr. Surendra Kumar Dugar, Authorized Signatory)

Letter of Acceptance (LOA)

Sub: Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years.

- Ref: 1. RFP Notice No.RLDA/RFP/CO-27 of 2022 dated 18-04-2022 read with all the corrigendum/addendum thereto.
2. Your Eligibility Proposal and Financial Proposal opened on 17.08.2022 & 15.09.2022 respectively.
3. Letter of Demand No.RLDA/2018/Comd./CO/Salt Golah, Howrah(ER)/1147 dated 16.09.2022.

1. We confirm the receipt of Commitment Security deposited by you for the project in terms of Clause-7 (D) of Part-III of ITB of Bid Document through Demand Draft No.427992 dated 12.10.2022 for Rs. 10,00,00,000/- (Rupees Ten Crore Only) in terms of Letter of Demand (LOD) dated 16.09.2022 referred above.
2. In reference to the Bid Document mentioned at ref (1) above, it is informed that your Eligibility Proposal and Financial Proposal at ref (2) opened on 17.08.2022 & 15.09.2022 respectively, have been accepted by the Competent Authority, at your offered value of Rs.381,00,00,000/- (Rupees Three Hundred Eighty One Crore Only) towards Lease Premium in respect of lease for "Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".
3. You are requested to sign and return the duplicate copy of this LOA as a token of acknowledgement within 07 (Seven) days of receipt of this LOA. In the event the duplicate copy of the LOA duly signed by you is not received within the stipulated date, RLDA may, unless it consents to extension of the time for submission thereof, forfeit the Bid Security & Commitment Security of the such bidder as mutually agreed genuine pre-estimated loss and damage suffered by RLDA on account of failure of the selected bidder and to acknowledged the LOA.
4. As per your Financial Offer in of Bid Form-12, read with Clause-6 of Part-II of ITB of Bid Document, you have to make payment of First Instalment of Rs.57,15,00,000/- (Rupees Fifty Seven Crore Fifteen Lakh Only), to RLDA within interest free period of 60 days of issue of this letter. After adjusting the commitment security for Rs.10,00,00,000/- paid by you in terms of Clause-7 (D) of Part-III of ITB of Bid Document, you are advised to make a net payment of Rs.47,15,00,000/- (Forty Seven Crore Fifteen Lakh Only) towards the payment of First Instalment

Page 1 of 3

Surendra Kumar Dugar
Unit No. 709, 7th Floor, Komplexus Tower-II, DMRC Building, Ajmal Khanna Road, New Delhi-110 002



Unit No. 709, 7th Floor, Komplexus Tower-II, DMRC Building, Ajmal Khanna Road, New Delhi-110 002
Ph: 25732854, Fax: 011-25732835

Surendra Kumar Dugar
Director / Authorized Signatory

9/3

of Lease Premium from the date of issue of this letter, failing which, note (2) & (3) of Bid Form-12 will apply. Applicable GST to be accounted by the developer on RCM method. In case, you fail to deposit the first installment of Lease Premium within stipulated time, the LOA shall be cancelled without any notice to the Selected Bidder. Bid Security & Commitment Security shall also be forfeited besides other actions as stipulated in Bid Document.

5. As per your Financial Offer in Bid Form-12, read with Clause-6 of Part-III of ITB of Bid Document the Annual Lease Rent is Rs.1,00,000/- (Rupees One Lakh Only) per Annum shall be payable to RLDA every year in advance (not later than 10th April). Applicable Taxes/GST etc. thereon as per prevailing rates & rules to be deposited by the Lessee under RCM method. The Annual Lease Rent shall be revised upwards by 15% (Fifteen percent) every three years (compounded) during the entire term. The first revision will be effected from the beginning from the third financial year subsequent to the one in which the payment of first Annual Lease Rent become due. The payment of Annual Lease Rent shall commence from the day after the execution of the Lease Agreement and shall continue to be paid every year in advance at the beginning of each financial year (not later than 10th April) till the expiry of the term of the lease agreement.
6. As per Clause-10 of Part-III of ITB of Bid Document, you are requested to pay a sum of Rs.17,55,000/- (Rupees Seventeen Lakh Sixty Five Thousand Only), plus applicable GST towards first installment (Stage-I) of Success Fee to Rail Land Development Authority for onward remittance to RLDA's Consultant, M/s Anarock Property Consultant Pvt. Ltd., within 30 days of issue of this letter. Default in the payment of Success Fee or part thereof by the Selected Bidder shall entitle RLDA to forfeit the Bid Security and may result in withdrawal of LOA and termination of Contract.
7. Further in term of Clause-4 (C) (ii) of Part-III (ITB) of RFP Document, you are requested to submit the relevant information as per Bid Form 38 along with necessary supporting documents like agreement with the contracted entity, letter of award of work, and completion certificate of concerned projects from the competent authority and any other documents as called by RLDA. The decision of RLDA regarding fulfillment of construction experience shall be final and binding. The Construction Experience of self or of the contracted Entity shall be submitted by you within 105 days from the date of issue of LOA. The Entity contracted by you shall be continued till the completion of project.
8. You are requested to fulfill the conditions as per Clause 26.0 of Part-I (Regulations for Bids and Lease Agreement), along with Clause-11.0 of Part-III (Instruction to Bidders and Bid Forms) of the Bid Documents leading to execution of Lease Agreement with Rail Land Development Authority (RLDA) and all other conditions of the Bid Document referred above.
9. Till such time the Lease Agreement is executed between RLDA and the Special Purpose Company (SPC) created by you (hereby referred to as the "Lessee"), this Letter of Acceptance (LOA) shall constitute a binding contract with you for fulfilling the requirement of execution of Lease Agreement.
10. As per Note-9 of Bid Form-12, RLDA, being an authority of the Union of India under Ministry of Railways, is part of the Government and deduction of Income tax at source (TDS) would not be applicable on the payments to be made by the Selected Bidder/ Lessee to RLDA.
11. Any communication from your side containing any condition contrary with respect to agreed conditions either implied or otherwise would be treated as annulment of LOA and it will lead to forfeiture of Bid Security & Commitment Security.



 PS GROUP REALTY PVT. LTD.



 Director / Authorized Signatory

66

12. You shall comply with all the other requirements set out in the Bid Document referred above.
13. The LOA shall be read in conjunction with the Bid Document referred above. All terms and conditions of the Bid Document will be binding on you and in case of any conflict between LOA and Bid Document, the Bid Document shall prevail over LOA.
14. In the instant lease, the courts at Delhi shall have exclusive jurisdiction on matters pertaining to or arising from the LOA.
15. The payments may be facilitated through RTGS/NEFT directly into RLDA account or through the other instrument as indicated in Bid Form-32. While using online mode please submit the item-wise details of payment to RLDA. The particulars of RLDA account are as under:-

Name of Bank	State Bank of India, Rail Bhavan, New Delhi
Beneficiary Name	Rail Land Development Authority
Current Account No.	3023 1544 687
IFSC Code	SBIN 000 3771

16. The GSTIN of RLDA is: 07AAACR0030G12T (Zero Seven A A A G R Zero Zero Three Zero G One T).
17. The TAN of RLDA is: DELO02988G (D E L O Zero Two Nine Eight Eight G).
18. Further communication in the matter may kindly be made with JGM/Project-1/RLDA.

Yours Sincerely,

Rakesh Kumar Gupta

(Rakesh Kumar Gupta)

Dy. General Manager/Tender

Mobile: 9013164468

For Rail Land Development Authority,

(A Statutory Authority under Ministry of Railways, Government of India)



We hereby acknowledge receipt of this Letter of Acceptance.

Signature of Authorized Signatory (With Company Seal)

Date & Place

Surendra Kumar Dugar

(Surendra Kumar Dugar)

Authorized Signatory

For and behalf of M/z P S Group Realty Private Limited

Copy to:

1. General Manager, Eastern Railway for kind information.
2. Principal Chief Engineer, Eastern Railway for kind information.
3. Divisional Railway Manager, Howrah Division of Eastern Railway for kind information.
4. EO/Finance & CP/M/Kolkata/RLDA for kind information.
5. JGM/Project-1/RLDA (Nodal Officer) for information and liaising with selected bidder for timely payment of Lease Premium, submission of the relevant information as per Bid Form 38 along with necessary supporting documents etc.
6. Sr. Audit Officer COPMOW New Delhi for information.

Page 3 of 3



Surendra Kumar Dugar
Director / Authorized Signatory

RIVERFRONT CONDOMINIUM PHASE 1
 (INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)
 (INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)
 (INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)
 (INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)
 (INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)

Applicant No	0000000000	0000000000
Name of the Bidder	P2 Group Pty Ltd	P2 Group Pty Ltd
Bidding Package	1	2
Lot No	0000000000	0000000000
Amount of Bid (R)	R 10 000 000.00	R 10 000 000.00

The applicable rates of interest shall be as determined by the Bidder in addition to the above stated interest rates (A and B).
 The applicable rates of interest shall be as determined by the Bidder in addition to the above stated interest rates (A and B).

Payment Schedule

Particulars	Payments as % of Gross Premium	Due Date	Amount
First instalment	15%	Within 30 days from the date of issue of Letter of Acceptance (LOA) by RFB	15% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00
Second instalment	10%	Three months from the date of issue of Letter of Acceptance (LOA) by RFB	10% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00
Third instalment	20%	On or before the second anniversary date of the date of issue of Letter of Acceptance (LOA) by RFB	20% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00
Fourth instalment	20%	On or before the third anniversary date of the date of issue of Letter of Acceptance (LOA) by RFB	20% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00 less 10% of the total premium amount of R10 000 000.00



Riverfront Condominium Ph. 1 Ltd
 Director / Authorised Signatory

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Received by
 Director, Authority

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Handwritten signature and date: 26 / 11 / 2022



Riverfront Condominium Pvt. Ltd.

Handwritten signature and text: Director / Authorized Signatory

RAIL LAND DEVELOPMENT AUTHORITY

(A Statutory Authority under Ministry of Railways, Government of India)
Unit No. 702 / B, 7th Floor, Connectus Tower - 2, DMRC Building,
Ajmeri Gate, Bhairbhuti Marg, Delhi - 110002

REQUEST FOR PROPOSAL (RFP)

(RFP Notice No. - RLDA/RFP/CD/27 of 2022)

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years"

Rail Land Development Authority invites proposals through e-tendering single stage two cover bidding system from interested eligible bidders as per the conditions of Bid Document for "Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years"

Site description are as follows:-

Name of Site	Area	BUA Offered	Reserve Price (in Crores)
Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) (Site Code-02093403)	70,456 Sqm	2.11.358 Sqm	₹53 Crore.

The schedule of important dates Fees and contact person (s) are as follows:

Fees (1)	Pre-Bid Meeting (2)	Due Date(s) & Time (3)	Contact Person(s) (4)
1. Registration Charges: Rs. 2,500/- (Non-refundable) for E-procurement portal of RLDA.	Date: 06.05.2022 Time: 12:30 Hrs Venue : Venue of Pre-Bid meeting to be obtained from IGM/PH-1 (Mob: 9473190244)	1. Commencement of downloading of e-bid document: 22.04.2022 from 18:00 Hrs. 2. Last date of receiving queries: 10.05.2022 up to 16:00 Hrs. 3. Reply to queries, uploading of Amendments to e-Bid on website, if any: 20.05.2022 at 18:00 Hrs. 4. Last date of downloading of e-bid Document for participation/ submission online: 20.06.2022 up to 14:00 Hrs. 5. E-bid due date/ last date of submission of E-bid (the "Bid submission date"): 20.06.2022 up to 15:00 Hrs. 6. Last date for submission of Bid forms (Bid forms 1 to 11, 16, 16A, & 17 as applicable along with supporting documents) in original to RLDA in Cover-1 after submission of e-bids: As per Article-18 of ITO (Part-III) of bid documents) 7. Opening of e-bids: 20.06.2022 at 15:30 Hrs.14:00 Hrs	1. CFM/Kolkata (e-mail: cmf@rlkolkata.org) Mobile No. 9207492225 2. IGM/Project-1 (e-mail: igmp1@rlkolkata.org) Mobile No. 9473190244 3. IGM/Tender (e-mail: igmtender@railnet.gov.in) Tel: 011-39231854 Fax: 011-23232825 Mob: 7014051358 4. For e-bid queries : Mr. Suraj Singh (e-mail: suraj.singh@railnet.gov.in) (IT 1st.) Mob.: 9599653868 5. M & V Consultant: Sh. Arindam Ghosh, Mob: -9830471754 6. General Consultant/RLDA: Sh. Surabh Goyal, Mob: -8899911835
2. Tender processing fee @ 0.05% of the Reserve Price with maximum cap of Rs. 5,000/- exclusive of all taxes (Non-refundable).			
3. Bid Document Fee: Rs. 75,000/- + 18% GST = Rs. 88,500/- (Non-transferable and Non-refundable)			
4. Bid Security/EMD: Rs.1.13 Crore (Rupees One Crore Thirteen Lacs only) in the manner as prescribed in Bid-documents.			

- Bidders have to download the Bid documents from the e-procurement portal i.e. www.tenders/tcard.in/RLDA after registering portal and after payment of Tender Processing Fee & Bid Document Fee before last date & time of downloading the e-bids online.
- All Bidders are advised to see Amendments to RFP, if any, before submission of the e-bids. In case the bidder does not submit bids/amendments, it will be presumed that bidder has seen the amendments/ Amended bids and e-bid will be evaluated according of RLDA shall be final and binding.
- Any Corrigendum/Addendum to this RFP Notice, if any, would appear only on above mentioned websites and will not be published

Digitally signed
by HEMANT
KUMAR
Date: 2022.04.18
16:09:26 IST
Reason: PDF
Authenticated

Rive front Construction Pvt.

Suraj Singh
Director, Authorised Person



"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/27 of 2022, dated-18.04.2022)

MINISTRY OF RAILWAYS
RAIL LAND DEVELOPMENT AUTHORITY (RLDA)

REQUEST FOR PROPOSAL (RFP)
(RFP No: RLDA/RFP/CD/27 of 2022, dated- 18.04.2022)

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

Land	Area (Acre)	FSI Offered	Reserve Price (in Crores)
Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) (Site Code-02093403)	17.41 Acre (70,456 Sqm)	3.0	353 Crore.

S. No.	Event Description	Date(s)
1.	Commencement of downloading of e-Bid Document	29.04.2022 from 16:00 hrs.
2.	Pre-Bid Meeting Venue of Pre-Bid meeting to be obtained from JGMP-1 (Mob: 9473199244, Email: jgmland2@rlda.railnet.gov.in)	13.05.2022 at 12:30 hrs.
3.	Last date of receiving queries	17.05.2022 upto 16:00 hrs
4.	Reply to queries, Uploading of Amendments to e-Bid on website, if any	31.05.2022 at 18:00 hrs.
5.	Last date of downloading of e-Bid Document	30.06.2022 upto 14:00 hrs.
6.	Bid Due Date/ last date of submission of e-Bid (the "e-Bid Submission Date")	30.06.2022 upto 15:00 hrs.
7.	Last date for submission of Bid Forms (Bid Forms 1 to 11, 16, 16A & 17 as applicable along with supporting documents) in original to RLDA in Cover-I after submission of e-Bids.	As per Article 19.0 of ITB (Part III of Bid Documents)
8.	Opening of e-Bids.	30.06.2022 at 15:30 hrs.

Part-IB Instruction to Bidder and Bid Forms of RLDA LDHB

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Riverfront Condominium Pvt. Ltd.
Director - Authorized Signatory



"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Goluhi on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CO/17 of 2022, dated-18.06.2022)

- (1) Bidders have to download the Bid documents from the e-procurement portal i.e. www.tenderwizard.in/RLDA after registering themselves on portal and submit e-bids after payment of Bid Processing Fee & Bid Document Fee before last date & time of downloading the e-bids online.
- (2) All Bidders are advised to see Amendments to RFP, if any, before submission of the e-bids. In case the bidder does not submit the amended bids/amendments, it shall be presumed that bidder has seen the amendments/ Amended bids and e-bid shall be evaluated accordingly. The decision of RLDA shall be final and binding in this regard.

Note:- Bids shall be submitted through e-bidding mode only. No other mode of bid submission shall be accepted.





"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,455 Sqm) at Salt Garih on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/CD/27 of 2022, dated 18.04.2022)

DISCLAIMER

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

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

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

2. The word "Technical Eligibility" wherever it is found in the instant RFP shall be read and construed as "Construction Experience".



Riverfront Condoinium Pvt. Ltd.

A/S
Director / Authorized Signatory

"Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

(RFP No. RLDA/RFP/IGD/27 of 2023, dated-18.04.2023)

Contents of the Bid Document

LDHB Part	Item
Vol – I (Non-Variable)	
LDHB Part-I	Regulations for Bids and Lease Agreements
LDHB Part-II	General Conditions of Lease Agreement and Annexures
Vol – II (Variable)	
LDHB Part-III	Instructions to Bidders and Bid Forms
LDHB Part-IV	Special Conditions of Lease Agreement
LDHB Part-V	Schedule and Specifications

NOTE: Part-I Regulations for bids & Lease Agreements, Part-II General Conditions of Lease Agreement and Project Information Memorandum (PIM) are available on RLDA Website www.rlda.indianrailways.gov.in and www.tenderwizard.in/RLDA and can be viewed/ downloaded from there.

The "Part-III Instructions to Bidders (ITB) and Bid Forms" must be read in conjunction with other Parts of the Bid Document. The contents of the Bid Forms and undertakings attached to the ITB to be furnished by the Bidders shall be an integral part of the Bid Document.

"Part-I Regulations for Bids and Lease Agreements" and "Part-II General Conditions of Lease Agreement and Annexures" of RLDA's Land Development Handbook (LDHB) are Non-Variable standard documents which are applicable for all projects. Part-I is for the guidance of Bidders to understand the bidding process and submission of Bids. Part-II contains the general conditions of Lease Agreement which a Selected Bidder has to satisfy along with Part-IV & V.

"Part-III Instructions to Bidders and Bid Forms", "Part-IV Special Conditions of Lease Agreement" and "Part-V Schedule and Specifications" of RLDA's LDHB are variable documents applicable for the specific project for which this Bid Document is issued/ is to be downloaded from above mentioned websites.

This Bid Document sets out the bidding/evaluation process and provides necessary formats for Bidders to prepare the Eligibility and Financial Proposals for implementation of the project "Grant of Lease for Commercial Development on Railway Land parcel admeasuring 17.41 Acres (70,456 Sqm) at Salt Golah on the Western Bank of Hooghly River in Howrah (West Bengal) for 99 years".

The prescribed formats for the submission of bids are annexed to this Section and must be strictly adhered to by all Bidders.

The Bidders are advised to submit their bids complying strictly with the requirements stipulated in this Bid document



MINISTRY OF RAILWAYS

RAIL LAND DEVELOPMENT AUTHORITY
(RLDA)

LAND DEVELOPMENT HAND BOOK

March 26, 2014



Riverfront Concessions Pvt. Ltd.
Asst. Director *Asst. Director*
Director, Authority Signatory

Part-I - Regulations For Bids And Lease Agreements-RLDA-LDHB (Amended on 26-03-2014)

DGM (P-II)

JGM (F)

JGM (LAV)

DISCLAIMER

The information contained in this RLDA Land Development Hand Book (the "Handbook") or subsequently provided to Bidder(s), in documentary form by or on behalf of the RLDA or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Handbook and such other terms and conditions subject to which such information is provided.

This Handbook is not an agreement and is neither an offer nor invitation by the RLDA to the prospective Bidders or any other person. The purpose of this Handbook is to provide interested parties with information that may be useful to them in making their Bids pursuant to this Handbook. This Handbook includes statements, which reflect various assumptions and assessments arrived at by the RLDA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Handbook may not be appropriate for all persons, and it is not possible for the RLDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Handbook. The assumptions, assessments, statements and information contained in this Land Development Hand Book Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Handbook and obtain independent advice from appropriate sources.

Information provided in this Handbook to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The RLDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The RLDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Handbook or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Handbook and any assessment, assumption, statement or information contained therein or deemed to form part of this Handbook or arising in any way for participation in this Bid.

The RLDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Handbook.

The RLDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Handbook.

Part-1- Regulations For Bids And Lease Agreements-RLDA LD/19

(Amended on 26-03-2011)

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JGM (LAW)

The issue of this Handbook does not imply that the RLDA is bound to select a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the RLDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RLDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the RLDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Regional Land Development Authority
Assistant Director (Administrative Services)

DGM (P-1)

JGM (F)

JGM (LAW)

PART-I

REGULATIONS FOR BIDS AND LEASE AGREEMENTS



Director / Aquaculture Secretary

DGM (P-I)

JGM (F)

JGM (LAW)

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Riverside Condominium Pvt. Ltd.
[Signature]
 Director, Authorized Signatory

Part - I - Regulations For Bids And Lease Agreements-RLDA LDAs (Amended on 20-03-2014)

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 DGM (P-1)

[Signature]
 JGM (F)

[Signature]
 JGM (LAW)

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PART-I

REGULATIONS FOR BIDS AND LEASE AGREEMENT

1. Introduction

The Rail Land Development Authority ("RLDA") has been set up by Ministry of Railways through an amendment to The Railways Act, 1989 (Act No 47 of 2005, published vide Extraordinary Gazette Notification dated 16.9.2005), for commercial development of vacant railway land. This amendment essentially contains the following provisions

- i. A new Chapter (IIA) has been inserted in the Railways Act, 1989, authorizing the Central Government to establish RLDA, inter alia to prepare schemes for use of railway land and to develop railway land for commercial use for the purpose of generating revenue by non-tariff measures.
- ii. Section 11 of the Railways Act, 1989 which empowers the railway administrations to execute various works required for the purposes of constructing and maintaining railways, has also been amended, by insertion of sub-clause (da), to empower the railway administration for "developing any railway land for commercial use".
- iii. In pursuance of the said powers and with the object of carrying out the functions for which it has been established, RLDA has prepared these Regulations for the guidance of the bidders for the land development / leasing projects.

2. Definitions and Interpretations

i. Meanings of Terms

These Regulations for Bids and Lease Agreements shall be read in conjunction with the Instructions to Bidders (ITB) and Bid Forms at Part-III, the General Conditions of Lease Agreement (GCLA) at Part-II and shall be subject to modifications, additions or supersession by Special Conditions of Lease Agreement (SCLA) at Part-IV of the Land Development Handbook and Schedule and Specifications, if any, at Part-V

ii. Definitions

In these Regulations the following terms shall have the meanings assigned hereunder except where the context otherwise requires

- a) "Annual Lease Rent" shall mean the annual payment required to be made by the Lessee to RLDA in yearly installments, in advance at the

beginning of each period, as specified in the Schedule of Payment in consideration to the grant of lease rights on the Site.

- b) **'Bid'** shall mean the Eligibility Proposal and the Financial Proposal collectively submitted by a Bidder in response to an invitation of Bid for a Project(s)/ Site(s)
- c) **'Bidder'** shall mean and include, subject to any modification through ITB, an entity which may be an individual, a registered limited liability partnership firm (LLP), a registered co-operative society, a registered trust, a public or private limited company incorporated and registered in India under the Companies Act, 1956 or a foreign company duly incorporated in that country applying for the relevant Project(s) either individually or in consortium with other such entities, subject to compliance with applicable laws, policies and guidelines of Government of India, such entities being permitted to Bid and execute the Project(s) as per their object of businesses specified in their charter/registration/incorporation documents and the like and shall include its / their authorized representatives, successors and permitted assigns. For the purpose of this definition, a Proprietary firm will fall under the category of 'individual'
- d) **'Bid Documents'** shall mean and include the following documents collectively
- i) Land Development Hand Book (the 'LDHB') Part - I, Regulations for Rules and Lease Agreements (the 'Regulations');
 - ii) LDHB Part - II, General Conditions of Lease Agreement and Annexures (the 'GCLA');
 - iii) LDHB Part - III, Instructions to Bidders and Bid Forms (the 'ITB');
 - iv) LDHB Part - IV, Special Conditions of Lease Agreement (the 'SCLA');
 - v) LDHB Part - V, Schedule and Specifications
 - vi) Additional drawings and Instructions, if any
- e) **'Constituent'** shall mean an entity which directly or indirectly either owns or is owned by or is under common ownership with the Bidder/ Member of Bidder holding more than 50% (fifty percent) of its paid up and subscribed shares. In the case of indirect share holding, for this purpose, the ownership would be considered to have been reduced pro rata as per the percentage shareholding in each stage
- f) **'Drawings'** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Bid Forms or subsequently to be approved by the



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Director, Authorized Signatory

Nodal Officer for construction at the Site.

- g) **"Due Date(s)"** shall mean the date(s) on which lump-sum payment of Lease Premium in one or more instalment are due as per Schedule of Payment.
- h) **"Estimated Cost of Project"** shall mean the sum of the estimated cost of construction and the Lease Premium as assessed by RLDA.
- i) **"Financial Eligibility"** shall mean the financial eligibility requirements specified in the Bid Documents that have to be satisfied by the Bidder.
- j) **"Lease Premium"** shall mean the lump-sum payment required to be made by the Selected Bidder/Lessee to RLDA in one or more instalments in terms of the Schedule of Payment as consideration for the rights and interest granted by RLDA to the Lessee in relation to the Site.
- k) **"Lessee"** shall mean the Special Purpose Company incorporated under the Companies Act, 1956 by the Selected Bidder for implementation of the Project, which executes the Lease Agreement with RLDA for the Project.
- l) **"Member(s)"** shall mean members of a consortium of Bidders who join together to bid for a Project jointly.
- m) **"Nodal Officer"** shall mean the officer(s) nominated by RLDA as executive in-charge of the Project from time to time that includes other senior officers of the Project wing of RLDA.
- n) **"Project"** shall mean all works related to or incidental to the Site to be executed in accordance with the provisions of the Lease Agreement and as permitted in the Bid Documents as per the Applicable Laws and shall include Development and Redevelopment Project, if any, and all incidental and related works thereto.
- o) **"RLDA"** shall mean the Executive Board of the Rail Land Development Authority or the administrative officers of the Rail Land Development Authority authorized to deal with matters related to land/air space development on its behalf.
- p) **"Railway"** shall mean the 'Railway' as defined in the Railways Act, 1989 and shall also include Railway Administration, as defined therein, where the context so demands.
- q) **"Relative"** shall have the meaning as ascribed under Section 2 (41) of the Companies Act, 1956.
- r) **"Revenue Share"** shall mean the percentage of the project revenues which the Lessee is required to pay to RLDA in accordance with the

Schedule of Payment as consideration for the rights and interest granted by RLDA to the Lessee in relation to the Site.

- s) **"Selected Bidder"** shall mean the Bidder selected by RLDA for the Project after conclusion of the bidding process and to whom RLDA issues the Letter of Acceptance (the **"LOA"**).
- t) **"Single Stage Bid"** shall mean the bids invited in two packets viz the 'Eligibility Proposal' and the 'Financial Proposal' submitted together.
- u) **"Site(s)"** shall mean the Railway land, the built up space or the air space above existing Railway building/station /track which RLDA intends to offer to the Lessee on lease through the Bid process as contained in the Bid Documents
- v) **"Specifications"** shall mean the specifications for materials and works including mandatory redevelopment works (if any) as contained in Part-V of Land Development Hand Book.
- w) **"Special Purpose Company"** or **"SPC"** shall mean the company incorporated under The Companies Act, 1956, by the Selected Bidder, exclusively to carry out the Project.
- x) **"Technical Eligibility"** shall mean the technical eligibility requirements specified in the Bid Documents that have to be satisfied by the Bidder.
- y) **"Two Stage Bid"** shall mean the bids invited in two stages; the first being a qualification stage involving the submission and evaluation of 'Eligibility Proposal' and the second being the main bid stage involving the submission and evaluation of 'Financial Proposal'.

2.1 Words importing the singular number shall also include the plural and vice versa where the context requires.

2.1.1 reference to laws of India or Indian Law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

2.1.2 the table of contents, headings or sub-headings are for convenience of reference only and shall not be used in, and shall not affect, the interpretation or construction of Regulations;

2.1.3 the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases.

2.1.4 any reference to any period of time shall mean a reference to that according to Indian Standard Time;

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Director / Authorised Signatory



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- 2.1.5 a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 2.1.6 references to a "business day" shall be construed as references to a day (other than a Sunday or public holiday) on which banks are generally open for business.
- 2.1.7 any reference to month shall mean a reference to a calendar month as per the Gregorian calendar.
- 2.1.8 references to any date, period shall mean and include such date, period as may be extended pursuant to this Regulation.
- 2.1.9 materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

3.0 Eligibility Criteria

Prequalification for invitation of Financial Proposal (for Two Stage Bid) or short listing of Bidders for opening of Financial Proposals (for Single Stage Bid) shall be based on the Bidder meeting the Financial and/or Technical Eligibility as follows -

a Technical Eligibility -

- (i) The Bidder should have successfully completed (as a developer or contractor or owner), in the last 10 (ten) years preceding the bid opening date, or such other period (or any other period specified in ITB) project equivalent to a minimum of 20% of the size of the proposed Project or multiple real estate projects (or any other category specified in ITB) with aggregate minimum size equal to the size of the proposed Project, the size being measured in terms of built up area. Partly completed projects would also be permitted for accounting of built up area for fulfilment of the above requirements provided construction of that built up area has been completed and the area is ready for occupation and the same is certified as such on the respective Bid Form.
- (ii) The technical experience for any project shall not be allowed to be claimed by more than one Member of the Consortium. In other words, no double counting claimed by a Consortium in respect of the same project experience shall be permitted in any manner whatsoever.
- (iii) Bidders/their Members shall submit their Technical Eligibility in the specified Bid Form for Technical eligibility duly certified by an architect and the statutory auditor or the chartered accountant as the case may be.

- b. **Financial Eligibility:** The Financial Eligibility shall be based on the audited annual financial statements / income tax returns of the last three



Financial Years of the Bidder ending March 31st preceding the Bid submission date (the 'cut off date'). In the case of a Bidder whose financial year does not end on the 31st of March, the annual financial statements of the last three financial years just preceding the cut off date will be considered. Financial Statement for part year will not be accepted. Subject to any modification through ITB, the Financial Eligibility shall be as specified hereunder:

- (i) The minimum average annual gross revenue of the Bidder during the last three financial years preceding the Bid submission date shall be as specified in the ITB.
- (ii) Deleted
- (iii) In jurisdictions (foreign countries) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts/financial statements of the Bidder may provide the certificates required under Financial Eligibility criteria.
- (iv) In case the Bid is called during a period during which the financial year has ended on 31st of March but the financial statement is not due for audit, the audited financial statement of the preceding financial year will be accepted. Similarly, in case the submission of income tax return is not due, the accepted income tax return of the previous year will be accepted.

c. **Eligibility for a Consortium:** in case the bidder is a consortium, the aggregate Technical Eligibility and Financial Eligibility of individual Members of the consortium can be considered for meeting the minimum required criteria provided each of such Members holds at least 10% of the equity (for consideration of Technical Eligibility) and 26% of the equity (for consideration of Financial Eligibility) in the consortium. Further, the lead Member of the consortium must have a minimum of 50% of the Financial Eligibility specified in sub-para (b) above.

d. **Experience of Holding/Subsidiary Entity:** Technical experience of a direct holding/subsidiary entity (having ownership of or being owned by, as the case be, by more than 50%) of a Bidder/Member can be considered for determining the Technical Eligibility of the Bidder provided such a holding/subsidiary entity furnishes an undertaking for supporting the Bidder in the specified Bid Form. In case the parent and subsidiaries are both foreign companies, the definition of the holding/subsidiary relationship as per the Companies Act 1956 will apply.

4.0 Consortium Requirements

4.1 Bids submitted by a consortium of Bidders must comply with following requirements



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Director / Authorized Signatory

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- a) The number of Members shall not exceed [4 (four)] Members, each meeting the requirement specified in Clause 3 (c) above.
- b) The Consortium shall furnish a joint bidding agreement (the "**Joint Bidding Agreement**") on a non-judicial Stamp Paper of a minimum of ₹100/- (Rupees one hundred only) as per the format provided in the relevant Bid Form, which shall be legally binding on all the Members. In case the Consortium is selected, the Joint Bidding Agreement shall continue in full force and effect till the Lease Agreement becomes Effective and thereafter the legal liabilities of the Members shall be governed by the relevant equity lock in provisions of the Lease Agreement. However, in case the Consortium does not get selected for award of the Project, the Joint Bidding Agreement will stand terminated upon return of the Bid Security by RLDA.
- c) One of the Members of the Consortium holding at least 26% (twenty six percent) of the paid up and subscribed equity/ownership stake in the Consortium as well as contributing a minimum of 50% (fifty percent) of the specified Financial Eligibility shall be authorised and nominated as the Lead Member to act and represent all the Members of the Consortium for bidding and implementation of the Project. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the Members as per format provided in the relevant Bid Form.
- d) Change of the Lead Member will not be allowed under any circumstance.
- e) A Bidder or a Member of a consortium can be a Member in only one consortium of Bidders; if a Bidder/Member participates in more than one Bid for the same Project/ Site, all Bids of which it is a part would be summarily rejected.
- f) All Members of the consortium of Bidders shall be liable jointly and severally for the execution of the Project.

4.2 Change in Composition and Equity Participation of the Consortium

4.2.1 After receipt of a Bid, any change in composition of a Consortium (either inclusion of a new Member or substitution of a Member) shall not be permitted. However, in the case of Two Stage Bid under unavoidable circumstances RLDA may at its sole discretion consider a request from the Bidder for change in composition of consortium subject to fulfilment of the following conditions by the Bidder:

- a) the Consortium which has submitted the Bid meets the Eligibility Criteria.



- b) application for such change is made not later than 15 days prior to opening of the Financial Bid in case same has been announced by RLDA.
- c) the existing Lead Member continues to be the Lead Member of the Consortium.
- d) in case of substitution of a member, the substitute is at least equal, in terms of Technical or Financial Eligibility, as the case may be, to the Consortium member who is sought to be substituted and the modified Consortium shall continue to meet the eligibility requirements for the Bidder.
- e) the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally, and is not in Conflict of Interest with any other Bidder and will submit documentary compliances as required.
- f) approval for change in the composition of a Consortium will be at the sole discretion of RLDA and must be approved by RLDA in writing.
- g) The modified/reconstituted Consortium shall submit the revised Joint Bidding Agreement and other documentary compliances.

5.0 Conflict of Interest

5.1 RLDA considers conflict of interest ("**Conflict of Interest**") to be a situation in which a party has interests that could improperly influence the bidding process or that party's performance of official duties or responsibilities, contractual obligations, or compliance of applicable laws and regulations. ~~For Bidders~~, which in the opinion of RLDA has or may have the likelihood of a Conflict of Interest, shall be disqualified ~~from participating in the bidding process~~. of the above, a Bidder shall be considered to have a conflict of interest that affects the bidding process, if

- a) such Bidder, its Member (in case of a consortium of Bidders) or any of its Constituents and any other Bidder for the same Project/Site, its Member or any of its Constituents have cross ownership interest, provided that this disqualification shall not apply in case the direct or indirect ownership/ shareholding (of paid up and subscribed shares) of a Bidder, its Member or any of its Constituent in the other Bidder, its Member or any of its Constituent is less than 10% (ten percent); or
- b) such Bidder or a Member of such Bidder is also a Member of another Bidder for the same Project/Site; or
- c) such Bidder has the same authorized signatory/representative for a Bid as any other Bidder for the same Project/Site; or
- d) such Bidder, its Member or any of its Constituent has participated as a consultant to RLDA in the preparation of any document, design or technical specifications for the same Project/Site; or

- e) if legal, financial or technical adviser of RLDA for the Project/Site is or has been engaged by the Bidder, its Member or any of its Constituent in any manner for matters related to or incidental to the same Project/Site during or prior to the Bidding Process up to the signing of the Lease Agreement, or
- f) such Bidder, its Member or any of its Constituent and the consultant of RLDA for the same Project/Site, its Member or any of its Constituent have cross ownership interest, provided that this disqualification shall not apply in cases the direct or indirect ownership/ shareholding (of its paid up and subscribed shares) of a Bidder, its Member or any of its Constituents in the consultant of RLDA for the Project/Site, its Member or any of its Constituent, or vice versa, is less than 10% (ten percent), or
- g) such Bidder, its Member or any Constituent thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder for the same Site, its Member or Constituent, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder for the same Site, its Member or any Constituent thereof, or
- h) such Bidder, or any Constituent thereof, has a relationship with any other Bidder for the same Site, or any Constituent thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other.
- 5.2 The disqualification specified under sub clause 5.1 (a) and (f) shall not apply to the Bidder or its Member that is a public financial institution unless and until such a Bidder or its Member is a Constituent of another Bidder or its Member or RLDA's consultant for the Project/Site.
- 5.3 Bidders/ each Member of the Consortium shall submit the following documents on the basis of which it has arrived at the conclusion that it does not have any Conflict of Interest:
- List of Constituents along with their shareholding and registered office address.
 - The details of each of the shareholders holding more than 10% in the Bidder, each of its Members and their Constituents.
 - A chart showing the relationship of the Bidder/ Members of the consortium with their respective Constituents.
- 5.4 Notwithstanding anything contained herein above, RLDA may, after opening of the Eligibility Proposal, seek a reconfirmation (in the format to

be provided by RLDA) that there is no Conflict of Interest among the Bidders, Members and / or Constituents of the Bidder/ Members of the consortium, within a period to be stipulated by RLDA. RLDA will also seek reconfirmation from its legal, financial or technical advisors that there is no conflict of interest with Bidders.

5.5 In the case of Two Stage Bid, a Bidder may, within 15 (fifteen) days of detecting a Conflict of Interest, remove from its Consortium any Member who suffers from the Conflict of Interest provided, the Consortium which has submitted the Bid meets the Eligibility Criteria and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. In case substitution of Member is proposed, the process mentioned in sub clause 4.2 shall be followed.

5.6 Any change which affects the eligibility of the Selected Bidder or the Lessee at any point of time till one year after the completion of the Project may lead to termination of the contract by RLDA.

6.0 Currency Conversion

For conversion of other currencies to Indian Rupees, the rate of conversion shall be as per the Reserve Bank of India reference rate as on the first day of the month preceding the month of opening of Bid. In case of currencies not indicated under the RBI reference rate, the same shall be converted to US\$ as per IMF reference rate as on the conversion date and the amount so derived in US\$ shall be converted into Indian Rupees as per the US\$ RBI reference rate as on the conversion date.

7.0 Documents for Eligibility

The Bidder shall be required to submit the following documents:-

- (a) For Bidders/their Members whose financial capacity has been utilized for fulfilling the Financial Eligibility and whose accounts are audited under the relevant laws, copy of audited financial statements along with a certificate of statutory auditor certifying the gross revenues as per the specified Bid Form for Financial Eligibility shall be submitted by the Bidders. For those Bidders/their Members whose financial capacity has been utilized for fulfilling the Financial Eligibility and whose accounts are not required to be audited as per the law shall submit their financial statements which must also contain the profit & loss/ income & expenditure account duly certified by a practicing chartered accountant who is a member of ICAI. Copy of full Income Tax Return duly acknowledged by the Income Tax department and attested by the chartered accountant shall also be submitted by such Bidders. The specified Bid Form for the Financial Eligibility shall also be certified by the chartered accountant.



- (b) If so requested by RLDA, the Bidder shall provide the name, address and contact number of its bankers along with a letter of authority in favour of any authorized person of RLDA in this regard to enable RLDA to make enquires from the Bidder's bankers.
- (c) Certificate of incorporation /registration and respective charter documents. In case of Bidders falling under the category of individuals, a self certified photocopy of proof of photo identity and address as is accepted by a nationalized bank for opening a bank account along with a self certified photocopy of PAN card.

8.0 Special Purpose Company (SPC) and Equity Lock-in

8.1 The Selected Bidder shall incorporate a new SPC under the Companies Act, 1956, with its minimum equity sharing of 99.9% (ninety nine point nine percent), within 90 (ninety) days from the date of issue of the Letter of Acceptance (LOA) by RLDA for implementation of the Project. The Lease Agreement shall be executed with such SPC. RLDA at its discretion and on reasonable grounds may extend this period. The Memorandum of Association (MoA) of the SPC shall be in the prescribed format given at Form No. 16.

8.2 The paid-up and subscribed share capital of the SPC should be as specified in the ITB at the time of signing of the lease agreement between SPC and RLDA.

8.3 Selected Bidder shall hold more than 50% (fifty percent) in the paid-up and subscribed equity share capital of the SPC upto a minimum period of one year after the Project Completion Date or till the payment of full amount of Lease Premium including interests thereof, by the SPC to RLDA, whichever is later.

9.0 Instructions to Bidders and Bid Forms

Instructions to Bidders ('ITB') and Bid Forms specified in Part-III shall be prepared by RLDA for each tender and shall be issued on payment of the prescribed fees to the interested Bidders. SCLA (Part-IV) and Schedule 5 Specification (Part-V) may also be prepared by RLDA and issued to the interested Bidder together with Part-III. These documents can also be downloaded from the official website of RLDA. Bidders who download these documents shall be required to pay the project specific bid document fees along with submission of their Bid.

10.0 Omissions & Discrepancies

If a Bidder finds discrepancies in or omissions from the drawings or in any of the Bid Forms or if it is in doubt as to their meaning, it should at once notify RLDA on or before the date specified by RLDA for pre bid queries.

which may send written instructions to all Bidders. It shall be understood that every endeavor shall be made to avoid any error which can materially affect the basis of the Bid and the successful Bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on this account thereof.

11.0 Success Fee

The Selected Bidder shall pay to the consultant of RLDA the total sum of Success Fee, if any, as specified in ITB. Default in the payment of Success Fee or part thereof by the Selected Bidder shall entitle RLDA to forfeit the Bid Security and may result in withdrawal of LOA and termination of Contract by RLDA, at its sole discretion.

12.0 Bid Security

12.1 The Bidder shall be required to deposit along with its bid a Bid Security in the form as mentioned in Clause 12.2 and 12.3 having minimum validity of 180 days from the Bid Submission Date, for the due performance with the stipulation to keep the offer open till such date as specified in the Bid or the extended period as mutually agreed between RLDA and the Bidder. By submitting its Bid, the Bidder shall be deemed to have acknowledged and confirm that RLDA will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the period of Bid validity. No relaxation of any kind will be given to the Bidder on this account. The amount of Bid Security shall be as specified in the ITB.

12.2 Bid Security may be accepted in any of the following forms if the instrument is in favour of Rail Land Development Authority payable at New Delhi or is pledged to RLDA:-

Pay orders, demand drafts, banker's cheques of the State Bank of India or of any of the nationalized banks or any scheduled bank approved by the Reserve Bank of India.

12.3 Bid Security may be accepted in the form of an unconditional and irrevocable Bank Guarantee drawn in favour of "Rail Land Development Authority" payable at New Delhi and issued by a Nationalized/Scheduled Bank having a minimum network of ₹1000 crore in the format provided at the specified Bid Form. The Bank Guarantee should be sent to RLDA directly by the issuing bank under Registered Post (A/D) prior to the Bid Submission Date. Copy of the Bank Guarantee should also be submitted with the bid. In case the Bank Guarantee in original is received with the bid, the same shall be accepted only after due verification by RLDA. Notwithstanding the above, the Bank Guarantees would be accepted only after due verification by RLDA.

- 12.4 The Bid security of Bidders other than the Selected Bidder shall be returned to them without any interest, but RLDA shall not be responsible for any loss or depreciation thereto while the Bid Security is in its possession, nor be liable to pay an interest thereon.
- 12.5 If a Bid is accepted, the Bid Security of Selected Bidder mentioned above will be refundable only after the signing of Lease Agreement between RLDA and the SPC.
- 12.6 **Forfeiture of Bid Security**

The Bid Security shall be forfeited if the Bidder/Lessee,

- a. Engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice;
- b. Withdraws or modifies its Bid during the Bid validity period or the extended period;
- c. Imposes any condition within the Bid validity period or the extended period;
- d. Is selected as the successful Bidder and fails within the specified time limit -
 - (i) to acknowledge the receipt of LOA unconditionally; or
 - (ii) to pay the first installment of Lease Premium; or
 - (iii) to execute the Lease Agreement as per the draft lease agreement enclosed without imposing any condition; or
 - (iv) to furnish the Performance Guarantee; or
 - (v) to pay the Success Fee to RLDA's consultant, if payable as specified in the ITB.

13.0 **Submission of Bids**

- (a) The Bidder will be deemed to have visited the Site and inspected the same to acquaint itself about all the existing site conditions, laws and regulations, etc. before submitting its Bid. The Site will be leased by RLDA on "as is where is" basis and no claim whatsoever, in respect of the Site or its conditions will be admissible from the Selected Bidder. Once the Bid is submitted to RLDA, no Bidder will be permitted to withdraw its Bid on the ground of any alleged defect in the Site or its conditions or the title of RLDA thereto.
- (b) All contents of the Bid should be typed or hand written in Indelible



ink and signed by the Bidder/authorized signatory/representative of the Bidder who shall also initial each page, in **blue ink**. The Bidder should submit a power of attorney as per the specifications and requirements in the Bid Form authorizing the signatory/representative to commit the Bidder. The Power of Attorney must include the specimen signature of the authorized signatory/representative duly attested by an authorized person under applicable laws, which may include a Company Secretary/Director (of Board of Directors) or similar authorized person of the Bidder. In case the Bidder is a consortium, the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format in Bid Form. The Power of Attorney shall be accompanied by a certified copy of resolution of the managing committee of a co-operative society or the board of trustees of a trusts or partners in case of LLP. The Power of Attorney must be signed by the authorised person(s) under applicable laws, which may include respective Company Secretary/Director (of Board of Directors) of the Bidder of all the Members. In case of Bidder falling under the category of an individual the contents of the Bid can be signed either by himself or herself or by his/her authorized representative appointed under a power of Attorney mentioned above. All the alterations, omissions, additions or other amendments made to the Bid shall also be initialed by the Bidder/authorised signatory signing the Bid. The documents/enclosures of the Eligibility Proposal should be submitted together in bound form, with all the pages numbered serially. **Bid Security should not be bound directly but be placed in plastic jackets, which are bound as part of the main booklet.**

- (c) Financial Proposal is required to be submitted in the specified format in Bid Form. The financial proposal is to be quoted for the Bid variable specified in the Instruction to the Bidders. Based on the Lease model selected, the Bid Variable may be one or more of the following or similar:
- (i) Lease Premium
 - (ii) Annual Lease Rent
 - (iii) Percentage Revenue Share
 - (iv) Present Value of Payments
 - (iv) Percentage Equity
 - (v) Share of Built Up Area
- (d) Bid proposals should be placed in separate envelopes sealed and marked "Eligibility Proposal" and "Financial Proposal" as the case may be. However, in case of Single Stage Bid, the two envelopes should be placed in a third Envelope. All the Envelopes should bear the Bid number and name of the Project. All the envelopes must bear the name and address of the Bidder to



facilitate return of the envelopes unopened, if required. In addition, the Bid submission date should be indicated on the top right hand corner of each envelope.

- (e) The deadline for submission of the Bid will be indicated in the Bid Form. However, RLDA may at its discretion, extend this deadline, in which case all rights and obligations of RLDA and Bidders will be subject to the deadline as extended. Any Bid received by RLDA after the deadline for submission of Bids will be summarily rejected and returned unopened to the Bidder. Bidders may take note that there is likelihood of rush at the last minute; therefore, they must submit their Bids well in advance.
- (f) Any alteration/modification in the Bid or additional information supplied subsequent to the Bid submission date, unless the same has been expressly sought by RLDA, shall be disregarded.

14.0 Withdrawal of Bids

- (a) A Bidder may withdraw its Bid after submission, provided a written notice of withdrawal has been received by RLDA prior to the deadline prescribed for Bid submission. A withdrawal notice should be received and duly acknowledged by RLDA prior to the deadline for submission of Bids. The notice for withdrawal shall bear the tender number and name of the Project and the words, "BID WITHDRAWAL NOTICE".
- (b) No Bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the Bid validity period. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Bid Security. Bid withdrawal notice sent earlier but received after the deadline for submission of Bids may result in forfeiture of Bid Security. In case the Bidder after the Bid submission date and within the Bid validity period, by any way of communication, imposes any condition that is not acceptable to RLDA, the Bid will be considered as conditional and will be treated as withdrawal of the Bid by the Bidder. In such case, the Bid Security shall be forfeited.

15.0 Opening of Bids/Proposals

RLDA will open the Bids/Proposals received on the Bid/Proposal submission date soon after the deadline for submission at the address mentioned in Instructions to Bidders in the presence of the Bidders or Bidder's representatives, who may choose to attend the opening. In case RLDA extends the deadline for submission of Bids, the Bids will be opened 30 (thirty) minutes past such extended deadline at the same address. Bidder's representatives, who desire to attend the opening, shall bring a letter of authority and sign the attendance sheet as a proof of attendance. The Financial Proposal envelope will be kept aside in safe custody of



Handwritten signatures and initials, including the name 'JGM (LAW)' and 'JGM (F)'. There is also a signature that appears to be 'JGM (LAW)' with 'JGM (F)' written below it.

RLDA for opening at a later stage and only Eligibility Proposal will be opened.

16.0 Responsiveness of Bid

(a) RLDA will determine whether each such Proposal is 'responsive' to the requirements of the Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:-

- (i) It is received by the deadline for submission of Bid/Proposal,
- (ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified),
- (iii) it is signed, sealed and marked as stipulated,
- (iv) it is accompanied by receipt of Bid Document Fee,
- (v) it is accompanied by the Bid Security,
- (vi) It is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms,
- (vii) The document is accompanied by the Checklist as prescribed.

If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of RLDA on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is not responsive shall be rejected.

(b) To facilitate checking the responsiveness and evaluation of Bids, RLDA may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by RLDA for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, RLDA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

17.0 No Bidder shall have the right to give any clarification unless asked for by RLDA or to request either RLDA and/or the Ministry of Railways and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the bidding process, to intervene in, any manner whatsoever, in the bidding process.

18.0 Evaluation of Bids

In case a Bidder has submitted its Bid Security in the form of Bank Guarantee the same shall be verified by RLDA from the issuing bank. Eligibility Proposals that are found to be responsive will be evaluated by

RLDA to check whether they meet the Eligibility Criteria as laid down in the Bid Documents. Thereafter declaration about not having conflict of interest, that the Bid does not contain any condition or qualification, the information given in accordance with the format specified in the Bid Form and other relevant documents may be verified by RLDA as deemed necessary. To facilitate evaluation RLDA may, at its sole discretion, seek clarifications in writing from any Bidder in the format as considered appropriate by RLDA. Notwithstanding anything to the contrary contained in the Bid Documents, RLDA may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the bidding documents, RLDA's rights or the Selected Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting responsive Bids.

19.0 Invitation/Opening of Financial Proposals

- a) In case of Two Stage Bid, only those Bidders who are found both responsive and eligible as per their Eligibility Proposals shall be invited to submit Financial Proposals.
- b) In case of Simple Stage Bid, Financial Proposals of only those Bidders who are found both responsive and eligible as per their Eligibility Proposal shall be opened and evaluated.
- c) Each eligible Bidder's representative, who desires to attend the Bid/Proposal opening, shall bring an authority letter and sign the attendance sheet as a proof of his attendance. Each Bidder's name, bid price, and other details as RLDA may consider appropriate, may be announced, at the sole discretion of RLDA, at the time of opening of Financial Proposals. The date, time and venue of opening of the financial proposal will be communicated to the eligible Bidders.

20.0 Evaluation of Financial Proposals

- a) RLDA will evaluate and compare the Bids previously determined to be eligible and responsive. Financial Proposal with any condition will not be evaluated. If there is a discrepancy between words and figures, the amount in words will prevail and shall be binding on the Bidder. Bidders shall note that in case of difference between the calculations submitted by the Bidder and the calculations computed by RLDA (if any), the calculations computed by RLDA shall prevail. The Bidder found eligible and quoting the highest amount in the Proposal shall be declared as the Selected Bidder for the Site(s). In the event that two or more Bidders quote the same amount in the Financial Proposal for the



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DGM (P-I)

JGM (F)

Towarfront Condominium Pvt. Ltd.

(Amended on 26-03-2014)

Director, Authorized Signatory

JGM (LAW)

Site(s), RLDA may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted earlier by them as the reserve price for such Financial Proposal for the Site(s). The Bidder among the tie Bidders, which quotes the higher amount in the revised Proposal, will be declared as the Selected Bidder for the Site(s).

- b) In the event that the highest Bidder withdraws or is not selected for any reason in the first instance for the Site(s), (the "first round of bidding"), RLDA, without being under any obligations to do so, may, at its sole discretion, either invite all the remaining Bidders to revalidate and/ or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder for the Site(s) (the "Second round of bidding") or annul the bidding process. If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder for the Site(s). If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

21.0 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, RLDA shall reject a Bid, withdraw the LOA, or terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Selected Bidder/ Lessee, if it determines that the Selected Bidder/ Lessee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, in addition to exercise of its right of termination, RLDA shall forfeit and appropriate the Bid Security or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to RLDA towards, inter alia, time cost and effort of RLDA, without prejudice to any other right or remedy that may be available to RLDA hereunder or otherwise.
- b) Without prejudice to the rights of RLDA hereinabove and the rights and remedies which RLDA may have under the LoA or the Lease Agreement, if a Bidder or Lessee, as the case may be, is found by RLDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,



undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Lease Agreement, such Bidder, Members and Lessee shall not be eligible to participate in any tender issued by RLDA during a period of 2 (two) years from the date such Bidder, Member or Lessee, as the case may be, is found by RLDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

- c) For the purposes of this Clause, the following terms shall have the meanings hereinafter respectively assigned to them:
- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RLDA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RLDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process) or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of RLDA in relation to any matter concerning the Project;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by RLDA and/or the Ministry of Railways and/or any ministry or department, authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this Bid, with the objective of canvassing, lobbying, seeking intervention in or

in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

22.0 Change in Ownership

- a. While Bidding is open to persons from any country, the following provisions shall always be applicable:
- Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital of a Bidder or any of the Member of the consortium is held by persons resident outside India or where the Bidder or any of the Member of the Consortium is controlled by persons resident outside India; or
 - If at any subsequent stage after the date of the Bid, there is an acquisition by persons resident outside India of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control in or of the Bidder or any of the Member of the Consortium;

then, the eligibility of such Bidder or in the event described in sub-clause (ii) above, the continued eligibility of the Bidder, shall be subject to the compliance of relevant Applicable Laws. The Bidders/ Lessees shall be responsible for ensuring that they comply with all relevant Applicable Laws in this regard. In case of any subsequent evidence of non-compliance of any provision of Applicable Laws, the Bid/ LOA/ Lease Agreement, as the case may be, is liable to be rejected/ terminated and the decision of RLDA in this regard shall be final and conclusive and binding on the Bidder. RLDA, without being under any obligation to do so, reserves the right to call for any clarification.

- b. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, RLDA shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.



- c. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a consortium Member or a holding/subsidiary whose technical experience was taken into consideration for the purposes of technical eligibility, the Bidder shall be deemed to have knowledge of the same and shall be required to inform RLDA forthwith along with all relevant particulars about the same and in case such change in ownership results in the Bidder becoming technically ineligible RLDA shall disqualify the Bidder or withdraw the LOA as the case may be.
- d. The Bidder shall promptly inform RLDA of any change in its shareholding, as above, together with excerpts of relevant Applicable Laws that permit the Bidder to do so, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- e. If, after the Lease Agreement has been executed, any change, as provided in (a) (i) and (ii) above is proposed by the Lessee, then, the Lessee shall promptly inform RLDA of any change in its shareholding, as above, together with excerpts of relevant Applicable Laws that permit the Bidder to do so, and in case of failure to do so RLDA shall have the right to terminate the Lease Agreement, forfeit all amounts already paid under the Bank Guarantees and take such other steps as may be available to RLDA, without in any manner being liable to the Lessee.

23.0 Right of RLDA to deal with Bidders

- a) Notwithstanding anything contained in Bid Documents, RLDA reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time during the Bidding Process, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RLDA's action. In the event RLDA rejects or annuls all the Bids, it may at its discretion invite fresh Bids.
- b) RLDA reserves the right to reject any Bid and appropriate the Bid Security if:
- at any time, a material misrepresentation is made or uncovered, or
 - the Bidder does not provide, within the time specified by RLDA, the supplemental information sought by RLDA for evaluation of the Bid.

- c) If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Financial Proposals have been opened and the highest Bidder gets disqualified / rejected, then RLDA reserves the right to:
- i. invite the remaining Bidders to submit Bids in accordance with Clause 20 (b) or
 - ii. take any such measure as may be deemed fit at its sole discretion of RLDA, including annulment of the Bidding Process.
- d) In case, it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof including the Lease rights thereby granted by RLDA, that
- i. one or more of the eligibility conditions have not been met by the Bidder, or
 - ii. the Bidder has made material misrepresentation, or
 - iii. has given any materially incorrect or false information,

the Bidder shall be disqualified forthwith if not yet appointed as the Lessee and in case, if the LOA has already been issued to the Bidder or the Lease Agreement has been entered into with the Lessee, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Documents, be liable to be terminated, by a communication in writing by RLDA to the Bidder or Lessee, as the case may be, without RLDA being liable in any manner whatsoever to the Bidder or Lessee, as the case may be. In such an event, RLDA shall forfeit and appropriate the Bid Security or Performance Guarantee, all payments received as consideration and all other bank guarantees submitted, as the case may be, without prejudice to any other right or remedy that may be available to RLDA.

- e) RLDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Documents. Failure of RLDA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of RLDA hereunder.

24.0 Communication of Acceptance

After the selection, a Letter of Acceptance (the 'LOA') shall be issued, in duplicate, by RLDA to the Selected Bidder. Within 7 (seven) days of the receipt of the LOA, the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof to RLDA.



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DGM (P-I)

JGM (F)

JGM (LAW)

In the event, the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, RLDA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by RLDA on account of failure of the Selected Bidder to acknowledge the LOA. The Letter of Acceptance (LOA) will constitute the contract between the Selected Bidder and RLDA for fulfilling the requirements specified in the LOA by the Selected Bidder prior to execution of the Lease Agreement. Notwithstanding anything contained in the LOA and the Bid Documents the rights of the Lessee specified in Lease Agreement shall not become effective until the Lease Agreement has been executed by the Lessee and RLDA and conditions precedent, if any, has been fulfilled by the Lessee.

25.0 Performance Guarantee

Selected Bidder shall deposit the Performance Guarantee as specified in the GCLA for an amount equal to 5% (five percent) of the Lease Premium quoted by the Selected Bidder.

26.0 Execution of Lease Agreement

The Bidder whose bid is accepted shall be required to appear in person at the office of the General Manager/Project, Joint General Manager/Project, Deputy General Manager/Project, or concerned Nodal Officer, as the case may be, or if the Bidder is a firm or corporation, a duly authorized representative shall so appear and execute the Lease Agreement within 120 days of issue of the LOA by RLDA after fulfilling following conditions within 105 days:

- a) Acknowledgement of the Letter of Acceptance issued by RLDA within 7 (seven) days of its receipt by signing and returning its duplicate copy to RLDA.
- b) Payment of the full amount of Lease Premium or the First Installment of the Lease Premium and Bank Guarantees for the remaining Installments, if required, by the Selected Bidder, as specified in the Payment Schedule.
- c) Submission of Performance Guarantee.
- d) Incorporation of a Special Purpose Company (SPC) under The Companies Act 1956 with a minimum paid up capital as specified in the ITB within 90 (ninety) days from the date of issue of the LOA by RLDA.
- e) Payment of the full amount of Success Fee by the Selected Bidder, if payable, to RLDA's consultant for the Project/Site.



- 26.2 In case of delay in signing the Lease agreement either on account of delay in fulfilling the above conditions including incorporation of SPC within the specified time limit or otherwise, RLDA may extend the period of 120 days specified above. In case of any extension on account of RLDA, the Term of lease shall be counted from the Effective date. However, if the extension is granted on account of the Selected Bidder, the Term of lease will get reduced to the extent of such period of extension.
- 26.3 Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the Bid submitted by the Bidder in which case the full value of only the Bid Security shall stand forfeited without prejudice to any other rights or remedies.
- 26.4 In the event the Selected Bidder refuses to execute the Lease Agreement as hereinabove provided, the RLDA may at its sole discretion, conclude that such bidder has abandoned the contract and thereupon his bid and acceptance thereof shall be treated as cancelled and the RLDA shall be entitled to forfeit the full amount of the Bid security/Performance Guarantee as damages for such default.

27.0 **Form of Lease Agreement**

Each Lease Agreement shall be complete in respect of the document it shall so constitute. Not less than 3 (three) copies of the Lease Agreement shall be signed by RLDA and the Lessee and one copy given to the Lessee. The Lease Agreement required to be executed by the Bidder whose bid is accepted shall be as per specimen form specified in the Bid Form. The stamp duty and registration fees for registering the Lease Agreement, if required under Applicable Laws shall be borne and paid by the Selected Bidder/Lessee.

28.0 **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person, who is not officially concerned with the process or is not a retained professional advisor advising RLDA in relation to, or matters arising out of, or concerning the Bidding Process. RLDA will treat all information submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. RLDA may not divulge any such information unless it is directed to do so by a Court of Law and/or any statutory entity that has the power under law to require its disclosure.

29.0 **Employment/Partnership, etc., of Retired Railway and RLDA Employees**

- (a) should a Bidder be a retired engineer of the Gazetted rank or any other

Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in any of the Railways owned and administered by the President of India for the time being, or should a Bidder being consortium of Bidders have as one of its Members a retired engineer or retired Gazetted Officer as aforesaid, or should a Bidder/Member being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a Bidder have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the bid as to whether permission for taking such contract, or if the Bidder being a consortium of Bidders or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the Bidder, has been obtained by the Bidder or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the Bidder, as the case may be shall be rejected.

- (b) Should a Bidder have a Relative(s) or in the case of a LLP or a company one or more of its partner(s) or shareholder(s) or a Relative(s) of the partner(s) or shareholder(s) employed in gazetted capacity in RLD, RLDA shall be informed of the fact at the time of submission of bid, failing which the bid may be disqualified/ rejected or if such fact subsequently comes to light, the contract may be terminated in accordance with the provision of the Lease Agreement.

30.0. Miscellaneous

30.1 The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

30.2 RLDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
- ii. Consult with any Bidder in order to receive clarification or further information.



- iii. Retain any information and/or evidence submitted to RLDA by, on behalf of, and/or in relation to any Bidder, and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 30.3 No Bidder should Bid for the Project for speculative purposes. Once the Bid is submitted, no change shall be permitted in the equity participation in the Project of the Bidder or Member of the consortium except as expressly otherwise provided in the Bid Documents. Any breach of this condition shall lead to rejection of the Bid and/or termination of the Lease Agreement.
- 30.4 No assignment, sale, transfer, conveyance of the Project shall be permitted except as otherwise expressly provided in the Bid Documents. Any breach of this condition shall lead to rejection of the Bid and/or termination of the Lease Agreement.
- 30.5 For the sake of clarity, the Bidder(s) may note that in case there are any obligation(s) or condition (s) imposed on them under a particular clause of any part of the Bid Documents document, which includes the Forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Bid Documents document, which includes the Forms, then, all the conditions and/or obligations should be read in conjunction with each other and all of them have to be fulfilled.
- 30.6 It shall be deemed that by submitting the bid, the bidder agrees and releases RLDA, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Bidder against RLDA, its employees, agents, consultants and advisers.
- 30.7 All Bank Guarantees, except for the Bid Security should be sent in original directly to RLDA under registered post (A.D.) by the respective bank only.
- 30.8 The Bidding documents including this Bid Documents and all attached documents are and shall remain the property of RLDA and are transmitted to the Bidder solely for the purpose of preparation and the submission of the Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bids. RLDA will not return any Bid or any information provided to it by the Bidders



[Signature]
Director / Authorised Signatory

PART II
GENERAL CONDITIONS OF LEASE AGREEMENT
(GCLA)

March 26, 2014



Riverfront Condominium Pvt. Ltd.

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Director / Authorised Signatory

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DGM (P-I)

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JGM (F)

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JGM (LAW)

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Riverfront Development Authority

A. S. S. S.
Director - Administration

PART II

GENERAL CONDITIONS OF LEASE AGREEMENT (GCLA)

Article 1 Definitions and Interpretation

1.1 Definitions

In these General Conditions of Lease Agreement, the following terms shall have the meanings assigned to them hereunder except where the context otherwise requires.

- 1.1.1 "Agreement" shall mean jointly the Lease Agreement (Recital), the General Conditions of Lease Agreement (GCLA), the Special Conditions of Lease Agreement (SCLA) and the Schedules and Appendices thereto.
- 1.1.2 "Annual Guaranteed Amount" shall mean the minimum annual guaranteed amount in case of Percentage Revenue Share which is specified in the Schedule of Payment.
- 1.1.3 "Annual Lease Rent" shall mean the annual payment required to be made by the Lessee to RLDA in yearly installments, in advance at the beginning of each period, as specified in the Schedule of Payment in consideration to the grant of lease rights on the Site.
- 1.1.4 "Applicable Laws" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Government Authority or person acting under any Government Authority and / or of any statutory authority in the Republic of India, whether in effect on the Effective Date of the Agreement or thereafter including the rules and regulations notified or to be notified under The Railways Act, 1989 and the Rail Land Development Authority (Constitution) Rules, 2007.
- 1.1.5 "Applicable Permits" shall mean without any limitation, all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, exemptions, sanctions, rulings, renewals and no objections required to be obtained from any Government Authority or any other authority, including but not limited to the Airports Authority of India, Archaeological Survey of India, etc., and/or maintained under the Applicable Laws in connection with or related to the performance of the Agreement.
- 1.1.6 "Appointed Date" shall mean the date so specified in the SCLA or an earlier or later date that RLDA and the Lessee may by mutual consent determine, prior to which all the Conditions Precedent specified in the GCLA and SCLA for the full effectiveness of the provisions of the GCLA and SCLA shall have to be met by RLDA and the Lessee.
- 1.1.7 "Assets" shall mean all fixed assets, other than Redevelopment Assets, constructed by the Lessee but not the Site itself.
- 1.1.8 "Assets and Project Utility Register" shall mean the register to be maintained by the Lessee for the Assets and Project Utilities constructed by the Lessee.
- 1.1.9 "Authorised Representative" shall mean an employee or agent of the Lessee so nominated by the Lessee for the purposes of the Agreement.
- 1.1.10 "Bidder" shall bear the meaning as ascribed to it under the Part-I of the Land Development Hand Book (the "LDHB"), the Regulations for Bids and Lease Agreement and Part-III of LDHB, the Instructions to Bidders and Bid Forms.
- 1.1.11 "Bid Documents" shall bear the meaning as ascribed to it under the Part-I of LDHB, the Regulations for Bids and Lease Agreement and Part-III of LDHB, the Instructions to Bidder and Bid Forms.

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- 1.1.12. **'Built Up Area'** shall mean the total constructed area on the Site on all floors including underground floors which shall include carpet area, thickness of walls, balconies, corridors and passages but shall exclude -
 - (a) areas used for parking in basement, slits and cellar;
 - (b) areas for provision of electrical and mechanical building services such as generator, air-conditioning plant, transformer room and power sub-station;
 - (c) areas for lifts and staircases;
 - (d) areas under porch and chhajjas;
 - (e) ramps leading to any area used for parking; and
 - (f) water tanks, septic tanks, soakpits, fountains, garbage storages, security posts and swimming pool not covered by permanent roof.
- 1.1.13. **'Circle Rate'** as applicable for the Site shall refer to mean the unit rate of land approved / designated for residential/commercial use (as is applicable for the Project/Site) as fixed by the Revenue and Stamps Department of the respective State in which the Site is located for the purposes of payment of stamp duty on instruments with respect to land comprised in the Site.
- 1.1.14. **'Commercial Operation'** shall mean the readiness of the Assets for being used for business operations upon the issue of Project Completion Certificate or the Provisional Project Completion Certificate, as the case may be, enabling the occupation of the Assets by the Lessee or the Sub-Lessee/sub-licensees or other third parties to whom the Lessee has marketed the Project.
- 1.1.15. **'Completion Certificate'** shall mean the completion certificate to be issued by the Nodal Officer upon completion of the Project.
- 1.1.16. **'Completion Date'** shall mean the date on which the Completion Certificate is issued by the Nodal Officer including but not limited to fire safety certificates, etc. so issued by municipal / appropriate authorities.
- 1.1.17. **'Conciliation Committee'** shall mean the conciliation committee of RLDA comprising of three (3) members as nominated by the Vice-Chairman of RLDA.
- 1.1.18. **'Conditions Precedent'** shall mean the conditions provided in this GCLA which are required to be satisfied by the Lessee before RLDA hands over possession of the Site to the Lessee and the Lessee can claim the Lease Rights and other rights accruing under the Agreement.
- 1.1.19. **'Consideration'** shall mean the payments to be made by the Lessee to RLDA by way of Lease Premium, Annual Lease Rent and percentage share from Project Revenues etc or as may be specified in the schedule of payment.
- 1.1.20. **'Constituent'** shall mean an entity which directly or indirectly either owns, is owned by, or is under common ownership with, the Bidder / member of Bidder, holding more than 50% (fifty percent) of its paid up and subscribed shares. In case of indirect shareholding, the ownership would get pro rata reduced as per the percentage shareholding in each stage.
- 1.1.21. **'Construction Period'** shall mean the period commencing on the Appointed Date and ending on the Completion Date.
- 1.1.22. **'Cure Period'** shall mean a period of 60 (sixty) days or such greater period as may be specified in the Notice of Intention to Terminate.
- 1.1.23. **'Debt Due'** shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the date of Termination Notice:



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- (i) the principal amount of the debt provided by the Lenders under the Financing Agreements for financing the Project (the "Principal") but excluding any part of the Principal that had fallen due for repayment two years prior to the date of Termination Notice;
- (ii) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect to the debt until the date of Termination Notice but excluding (i) any interest, fees or charges that had fallen due one year prior to the date of Termination Notice (ii) any charges payable under the Financing Agreements to any Lender (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to RLDA's Event of Default.
- 1.1.24 "Debt Service" shall mean the sum of all payments on account of principal, interest, financing fees and charges due and payable in a Financial Year/Accounting Year to the Lenders and as provided in the Financing Agreements
- 1.1.25 "Design Life" shall mean the minimum design life of 70 years.
- 1.1.26 "Dispute" shall mean all disputes and differences of any kind whatsoever between the Parties arising out of or in connection with the Agreement.
- 1.1.27 "Distribution(s)" shall mean all benefits received by the shareholders or the affiliates or the constituents of the Lessee from the Project or payments made by the Lessee whether in cash through Escrow Account or otherwise, or in kind, and includes any:
- (i) dividend or other distribution in respect of share capital;
 - (ii) reduction of capital, redemption or purchase of shares or any other reorganisation or variation leading to reduction to share capital;
 - (iii) payments of breakage costs or otherwise under the Financing Agreements other than Debt Servicing of Principal and interest;
 - (iv) any payment, loan, contractual arrangement or vesting of the Assets or rights to the extent (in each case) it was put in place after Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms; or
 - (v) the receipt of any other benefit, which is not received in the ordinary course of business and on reasonable commercial terms.
- 1.1.28 "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Bid Forms or approved subsequently by the Nodal Officer for construction at the Site.
- 1.1.29 "Development" or "Development Project" shall mean and refers to the development and construction of Assets and Project Utilities by the Lessee on the Site in accordance with the provisions of the bye-laws of the local land authority and other Applicable Laws.
- 1.1.30 "Development Plan" shall mean the plan to be prepared and submitted by the Lessee to the Nodal Officer giving a stage wise description of the construction, development, operation, maintenance, marketing and sub-leasing of Assets and Project Utilities of the Development Project.
- 1.1.31 "Effective Date" shall mean the date on which the Agreement is executed between the Parties.
- 1.1.32 "Encumbrances" shall mean any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien,

charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word "encumber" shall be construed accordingly. This excludes any specific agreement or contract surviving the Term, at the express discretion of RLDA.

- 1.1.33 "Equity" shall mean the sum expressed in Indian Rupees representing the paid up equity share capital of the Lessee for meeting the equity component of the total Project Cost, and for the purposes of the Agreement, shall exclude convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Lessee.
- 1.1.34 "Equity Internal Rate of Return" or "Equity IRR" shall mean the projected annually compounded rate of return to the shareholders of the Lessee on the Equity invested in the Project over the full or part of the Term beginning from the Effective Date till any date of consideration before the expiry of the Term. For the purposes of computing Equity IRR all payments toward Equity shall be considered as cash inflows and all Distributions shall be considered as cash outflows (in case of Distribution in kind, the same shall be converted into cash) in the Financial Year in which such cash flows take place.
- 1.1.35 "Escrow Agreement" shall mean the agreement between the Lessee, the Escrow Bank, the Lenders' Representative and RLDA for opening and operating the Escrow Account.
- 1.1.36 "Escrow Account" shall mean the account to be opened by the Lessee with an Escrow Bank in accordance with the provisions of the Escrow Agreement.
- 1.1.37 "Escrow Bank" shall mean a scheduled bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934 with which the Escrow Account is required to be opened and operated.
- 1.1.38 "Excepted Matters" shall mean the matters, as specifically specified in this SCLA, that do not arbitrate and which shall stand specifically excluded from the purview of the arbitration.
- 1.1.39 "Expiry Date" shall mean the date provided in the SCLA or the Lease Agreement till which date the Agreement shall remain effective, unless terminated earlier in accordance with the provisions herein.
- 1.1.40 "Financial Close" shall mean a legally binding commitment of equity holders and debt financiers to provide or mobilise funding for the Project. Such funding must account for a significant part of the total Project Cost which should not be less than 90 per cent of the Project Cost securing the construction thereof.
- 1.1.41 "Financial Default" shall mean occurrence of a breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Lessee for a period of 3 (three) months.
- 1.1.42 "Financial Model" shall mean the financial model, prepared by the Lessee and approved/adopted by the Lenders for entering into the Financing Agreement with the Lessee, setting forth the capital and operating costs of the Project including replacement costs, the mode of financing of such costs, revenues from the Project and the Equity IRR over the full Term of the Lease Agreement on the basis of which financial viability of the Project has been determined by the Lenders and includes a description of the assumptions and parameters used for making calculations and projections therein.
- 1.1.43 "Financial Year" or "Accounting Year" shall, for all purposes, mean the period commencing from April 1st of each year and ending on March 31st of the following year.



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- 1.1.44 "Financing Agreements" shall mean the agreements executed by the Lessee in respect of financial assistance to be provided by Lenders by way of loans, guarantees, subscription to non convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to financing of the Project.
- 1.1.44A "Floor Area Ratio (FAR)" or "Floor Space Index (FSI)" shall have meaning as defined in the Applicable Laws.
- 1.1.45 "Force Majeure Event" shall mean an event relating to force majeure and satisfying the criteria as specified in Article 24 of this GCLA.
- 1.1.46 "General Conditions of Lease Agreement" or "GCLA" shall mean the General Conditions of Lease Agreement heretofore.
- 1.1.47 "Good Industry Practice" shall mean the practices, methods, techniques, designs, applicable codes and standards, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled, prudent and experienced person engaged in the same type of undertaking as envisaged under the Agreement and which would be expected to result in the performance of its obligations by the Lessee or RLDA, as the case may be, in accordance with the Agreement, Applicable Laws and Applicable Permits in a reliable, safe, economical and efficient manner.
- 1.1.48 "Government Authority" shall mean the Government of India, the respective State Governments and any other Government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, having jurisdiction over the Site.
- 1.1.49 "Guaranteed Date" shall mean the date/s provided by the Lessee in the Development Plan for completion of the Project or any phase thereof.
- 1.1.50 "Instructions to Bidders" shall mean the Instructions to Bidders (ITB) issued by RLDA for the Project.
- 1.1.51 "Land Development Hand Book" or "LDHB" shall mean the Land Development Hand Book, Part-II of which is this GCLA.
- 1.1.52 "Lease Premium" shall mean the lump-sum payment required to be made by the Lessee to RLDA in one or more instalments in terms of the Schedule of Payment in consideration of the rights and interest granted by RLDA to the Lessee in relation to the Site(s).
- 1.1.53 "Lease Rights" shall mean the rights granted by RLDA to the Lessee over the Site and other rights granted under the provisions of the Agreement.
- 1.1.54 "Lenders" shall mean financial institutions, banks, multilateral funding agencies and similar bodies undertaking lending business or their trustees/agents including their successors and assignees, who have agreed to guarantee or provide finance to the Lessee under any Financing Agreements for meeting the costs of the Project.
- 1.1.55 "Lender's Representative" shall mean the Lender duly authorized by all the Lenders to act for and on behalf of the consortium of Lenders with regards to matter arising out of and in relation to the Financing Agreements and includes its successors, assigns and substitutes.
- 1.1.56 "Lessee" shall mean the Company defined as such in the Recitals of the Agreement.



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- 1.1.57 "Lessee's Event of Default" shall mean the default of obligations of the Lessee which shall provide RLDA the right to terminate the Lease Agreement unless such default is remedied by the Lessee within the Cure Period.
- 1.1.58 "Maintenance and Replacement Plan" shall mean the plan to be prepared by the Lessee for maintenance and replacement of Assets and Project Utilities.
- 1.1.59 "Material Adverse Effect" shall mean circumstances which may or do (i) render any right vested in a Party by the terms of the Agreement ineffective, or (ii) adversely affects or restricts or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of the same.
- 1.1.60 "Nodal Officer" shall mean the officer (s) of the appropriate rank, nominated by RLDA as executive in-charge of the Project, from time to time and includes other senior officers of the Project Wing of RLDA.
- 1.1.61 "Nominated Company" shall mean the entity that is selected either by the Lenders' Representative or by RLDA for substituting the Lessee in terms of the provisions of the Agreement.
- 1.1.62 "Notice of Intention to Terminate" shall mean the notice issued by a Party to the other Party expressing its intention to terminate the Agreement.
- 1.1.63 "Novation" shall mean the process or the act of replacing the Lessee in any agreement including sub-lease in respect of the Project by another party such that the agreement transferred by the Novation process transfers all rights, duties and obligations from the Lessee/original obligor to the transferee/ new obligor.
- 1.1.64 "O & M Expenses" shall mean expenses incurred by or on behalf of the Lessee for all operation and maintenance expenses including (a) cost of salaries or other compensation to employees (b) cost of material supply or utilities and other services (c) premia for insurance (d) all taxes, dues, cess and fees due and payable in respect of operation and maintenance (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs of the Assets and Project Utilities (f) all other expenditure required to be made under Applicable Laws, Applicable Permits or the Agreement.
- 1.1.65 "Party" shall mean RLDA or Lessee, as the case may be. RLDA and Lessee, shall together be referred to as Parties.
- 1.1.66 "Payment Default" shall mean the failure on part of the Lessee to make payment of the full amount of any instalment of the Lease Premium and/or the Annual Lease Rent and/or Revenue Share along with the applicable interest thereof or failure to make any payment due to be paid by the Lessee to RLDA, by the respective due date.
- 1.1.67 "Performance Guarantee" shall mean the bank guarantee required to be submitted by the Lessee in accordance with the Bid Documents as security /guarantee against any default in timely payment of consideration, other dues to RLDA and fulfilment of other obligations as per the Agreement including timely completion of the Project.
- 1.1.68 "Project" shall mean all works related to or incidental to the Site in accordance with the provisions of the Agreement, as permitted in the Bid Documents and are to be carried out as per the Applicable Laws and shall include Development / Redevelopment Project, if any and all incidental and related works thereto.
- 1.1.69 "Project Cost" shall mean the cost to be incurred by the Lessee on the Project during the Construction Period including payment of consideration to RLDA.



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- 1.1.70 "Project Manager" shall mean an experienced and competent engineer nominated by the Lessee as the Project Manager for supervision of the Project.
- 1.1.71 "Project Revenue" shall refer to and mean all the monies (Gross) received by the Lessee, excluding service tax and sales tax, pursuant or incidental to – (i) the Sub-Lease of proposed space in Assets and Project Utilities and (ii) exploitation in any permitted manner of the Site, Assets and Project Utilities by any person, whether at the instance of the Lessee or the Sub-Lessee, including but not limited to capital receipts, upfront Sub-Lease payments, deposits, advances, registration payments, instalments received from Sub-Lessees, Sub-Lease charges, and shall also include the revenue earned pursuant to the services provided or to be provided by the Lessee to the Sub-Lessees or any person exploiting in any manner whatsoever the Assets and Project Utilities such as parking of vehicles, display, signage, play area, events, road shows, promotional activity, hoardings, kiosks, advertisements and counters.
- 1.1.72 "Project Utilities" shall mean the services and utilities such as water supply, sewerage, storm water drainage, generator electricity supply, lighting, air conditioning, landscaping, fountains, open parking, exhibition ground etc. which the Lessee constructs, operates and maintains for the users of the Assets on the Site.
- 1.1.73 "Provisional Completion Certificate" shall mean the certificate issued by the Nodal Officer in accordance with the provisions of the Agreement.
- 1.1.74 "Railway" shall mean the 'Railway' as defined in the Railways Act, 1989 and shall also include Railway Administration, as defined therein, where the context so demands.
- 1.1.75 "Redevelopment" or "Redevelopment Project" shall mean and refers to redevelopment of existing Railway colony, railway quarters, service buildings and other amenities over the Redevelopment Land as specified in the Schedules as per laid down specifications under the Agreement including development of Redevelopment Assets and Redevelopment Project Utilities in accordance with the terms of the Agreement.
- 1.1.76 "Redevelopment Assets" shall mean the fixed assets enumerated under the Schedules to the Agreement to be developed on the Redevelopment Land.
- 1.1.77 "Redevelopment Land" shall mean the land on which the Redevelopment Work is to be carried out and Redevelopment Assets and Redevelopment Project Utilities are to be constructed and such other land or places as may be specified in the Agreement as forming part of the Redevelopment Land.
- 1.1.78 "Redevelopment Project Utilities" shall mean the utilities and amenities enumerated in the Schedules and Specifications to be developed as part of the Redevelopment Project.
- 1.1.79 "Redevelopment Work" shall mean construction work in relation to Redevelopment Project.
- 1.1.80 "Revenue Share" shall mean percentage of the Project Revenue which the Lessee is required to pay to RLDA in accordance with the Schedule of Payment as consideration to the Development and Lease Rights on the Site.
- 1.1.81 "RLDA's Event of Default" shall mean the default of obligations of RLDA which shall provide the Lessee the right to terminate the Agreement unless such default is remedied by RLDA within the Cure Period.
- 1.1.82 "Schedule of Payment" shall mean the payment schedule as provided in the Agreement.
- 1.1.83 "Security Deposit" shall mean the deposit required to be submitted by the Lessee with RLDA as security against any default in timely payment of Annual Lease Rent or the Percentage Revenue Share or breach of any other obligation during the Term.

- 1.1.84 "Selected Bidder" shall mean the Bidder selected by RLDA for the Project after conclusion of the bidding process and to whom RLDA has issued the Letter of Acceptance.
- 1.1.85 "Site" shall mean the Railway land or the air space above existing Railway building/station /track which has been lease out to the Lessee for the Project, as specified in the Schedules.
- 1.1.86 "Special Conditions of Lease Agreement" or "SCLA" shall mean the Special Conditions of the Lease Agreement forming part of the Agreement.
- 1.1.87 "Specifications" shall mean the specifications for materials and works inclusive of Redevelopment Works (as specified in the Schedules).
- 1.1.88 "Sub Contractors" shall mean the person or persons, as the case may be, with whom the Lessee has entered into any contract or agreement including but not limited to any designing, engineering, procurement, construction, operation, maintenance and/or management of the Project, Assets and Project Utilities or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance.
- 1.1.89 "Sub-Lease Deed" shall mean the agreement executed by the Lessee with any third party for sub-leasing/ sub-licensing any space in the Assets and Project Utilities for earning Project Revenues and such third party shall be called Sub-Lessee. The terms Sub-Lease and Sub Lessee shall be construed accordingly.
- 1.1.90 "Subordinated Debt" shall refer to mean the funds advanced by any of the shareholders of the Lessee for meeting the Project Cost. Provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the shareholders of the Lessee, it shall for the purposes of the Agreement be deemed to be Subordinated Debt (and not Equity) even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.
- 1.1.91 "Substitution Premium" shall mean the lump sum amount, to be paid upfront to RLDA, offered as financial bid by the party selected as the Nominated Company through a competitive bidding process, conducted as part of the Substitution, for Substituting the Lessee and as per the Agreement.
- 1.1.92 "Taxes" shall mean all applicable taxes, duties, levies, fees, cess etc. but does not include income tax payable by the Party concerned.
- 1.1.93 "Term" shall mean the duration beginning from the Effective Date up to the date of expiry of the Lease.
- 1.1.94 "Termination Notice" shall mean the notice issued by either Party to the other Party in accordance with the provisions of the Agreement terminating the Agreement.
- 1.1.95 "Termination Payment" shall mean the amount that may be payable under and in accordance with the Agreement by RLDA to the Lessee on account of termination prior to the expiry of the Agreement.
- 1.1.96 "Transfer Date" shall mean the date on which the Lessee transfers possession of the Assets and Project Utilities to RLDA or its nominee in terms of vesting provisions mentioned in this GCLA and which shall be the date of termination as per the relevant Termination Notice issued by RLDA or the Lessee, as the case may be or the date of expiry of the Agreement.
- 1.1.97 "Year" shall mean one year of the Gregorian calendar.



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DGM (P-1)

JGM (F)

JGM (LAW)

1.2 Interpretation

In this GCLA, unless the context otherwise requires,

- 1.2.1 references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- 1.2.2 the table of contents, headings or sub-headings are for convenience of reference only and shall not be used in, and shall not affect, the interpretation or construction of this GCLA;
- 1.2.3 the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- 1.2.4 references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "develop" shall be construed accordingly;
- 1.2.5 any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 1.2.6 a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to;
- 1.2.7 a reference to any document, agreement, deed or other instrument (including, without limitation, references to this GCLA), means a reference to such document, agreement, deed or other instrument and to all annexures and parts attached or relating thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be;
- 1.2.8 any reference to day shall mean a reference to a calendar day;
- 1.2.9 references to a "business day" shall be construed as references to a day (other than a Sunday) on which banks in Delhi are generally open for business;
- 1.2.10 any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.2.11 references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Agreement;
- 1.2.12 the Agreement shall be signed in triplicate by RLDA and the Lessee. These three copies shall be treated as complementary and what is called for by anyone shall be as binding as if called for by all;
- 1.2.13 materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognised standards;
- 1.2.14 words importing the singular number shall also include the plural and vice versa where the context requires;
- 1.2.15 **priority of agreements, clauses and schedules**

The Agreements and all other Bid Documents forming part of or referred to in the Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in the Agreement, the priority of the Agreement and other Bid Documents forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:-



[Signature]
DGM (P-I)

[Signature]
JGM (F)

[Signature]
Director / Authorized Signatory
[Signature]
JGM (LAW)

- (a) Recital of the Lease Agreement;
- (b) Correspondence between the Parties after issuance of LOA, attached to the Agreement;
- (c) Letter of Acceptance (LOA) issued by RLDA to the Selected Bidder;
- (d) RLDA Land Development Hand Book Part-IV, Special Conditions of Lease Agreement;
- (e) RLDA Land Development Hand Book Part-II, General Conditions of Lease Agreement and Annexures thereof (including correction slips issued up to date);
- (f) Schedules forming part of the Agreement;
- (g) RLDA Land Development Hand Book Part-III, Instructions to Bidders and Bid Form-1 to 16;
- (h) RLDA Land Development Hand Book Part-V, Schedules and Specifications, if any;
- (i) RLDA Land Development Hand Book Part-I, Regulations for Bids and Lease Agreements, (including correction slips issued up to date).

Article 2- Scope of Project and Intent of the Agreement

- 2.1 General: Subject to and in accordance with the provisions of the Agreement, RLDA grants to the Lessee the rights and authority on the Site during the Term to undertake and implement the Project that shall oblige or entitle (as the case may be) the Lessee to the following:-
- 2.1.1 Right of way and/ or access (as the case may be) to the Site for the purposes of and to the extent conferred by the provisions of the Agreement, to enjoy the leasehold rights in the Site for the purpose of undertaking the Project during the Term;
- 2.1.2 Enter into sub contracts for the purposes of the Project;
- 2.1.3 Apply for and obtain all Applicable Permits required for the Project, including plans for construction of buildings and other structures thereon for such uses and purposes as described herein;
- 2.1.4 Enjoy all the rights, privileges and benefits in accordance with the provisions of the Agreement and Applicable Laws and Applicable Permits and subject to receipt of approval and authorization in accordance with the terms hereof, to design, engineer, finance, procure, construct, erect, operate and maintain the Assets and Project Utilities, and for that purpose to remove, renovate, use or demolish any structures with prior approval of RLDA that may be existing on the Site as on the date of handing over of the Site to the Lessee;
- 2.1.5 Proceed with the development of the Project. The Lessee shall develop the Project on its own account and at its own risk, costs and expenses and shall be solely responsible and liable to all the Government Authorities/Sub-Lessees/Sub-Contractors;
- 2.1.6 To facilitate the development of the Project, obtain in its own name loans or raise funds from any Lender (subject to the provisions hereof and prior approval of RLDA), and as security for the same to create Encumbrances on the Assets provided the Site is not encumbered in any manner whatsoever;
- 2.1.7 Subject to the provisions of the Agreement, sub-lease the Assets or commercial spaces within the Assets, to third parties, for a duration not exceeding the period of Term hereof;

Part-II - General Conditions of Lease Agreement of RLDA LDHB

(Amended on 26-03-2014)

Rev. 1/01/2014



DGM (P-I)

JGM (F)

JGM (LAW)

- 2.1.8 Demand, collect and appropriate charges from all persons, who have been granted rights or facilities, including sub-lease facility, right of use, right of access or similar rights and facilities, in accordance with the terms and conditions hereof.
- 2.1.9 Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee under the Agreement.
- 2.1.10 Not to assign, transfer or sublet or create any lien or Encumbrance on the Agreement, or the lease rights hereby granted or on the whole or any part of the Site nor transfer, lease, or part possession thereof, save and except as expressly permitted by the Agreement or the Substitution Agreement; and,
- 2.1.11 Perform and fulfill all of the Lessee's obligations under and in accordance with the Agreement.
- 2.2 **Development Rights Prior to Getting rights of Way to the Site**
Immediately after execution of the Lease Agreement and even prior to getting the right of way to the Site, the Lessee will get following development rights on the Site:
- planning and designing the Project,
 - raising finances through equity and debt and creating Encumbrance on its development rights for arranging debt; and
 - appointing sub-contractors for carrying out design and construction of the Project
- 2.3 **Grant of Lease Rights:-** The Lessee shall be entitled to the leasehold rights on the Site only on fulfillment by it of all the Conditions Precedent in terms of Article 4.4. In addition to the development rights provided under Article 2.2, the Lease Rights shall entitle the following amongst other rights:-
- 2.3.1 Construct, operate and maintain the Project; and to appoint the Sub-Contractors for construction, operation, maintenance, and/or management of the Project. Notwithstanding any such sub contract, the Lessee shall retain the overall responsibility, obligation and liability in relation to the Project. It is clarified that the Lessee shall remain liable and responsible for any acts, omissions or defaults of any sub-contractor for construction or any of the Sub-lessees for use of spaces inside Assets and shall indemnify RLDA in respect thereof
- 2.3.2 marketing rights over the Built Up Area provided the plans for the development are duly approved as specified in the Agreement.
- 2.3.3 right to allow commercial use of the Built Up Area and the Site provided the Completion Certificate or Provisional Completion Certificate, as the case may be, has been issued by the Nodal Officer;
- 2.3.4 to grant user rights, sub-lease and license rights to any third party over the Built Up Area by execution of Sub-Lease Deeds and license agreement respectively provided the Completion Certificate or Provisional Completion Certificate, as the case may be, has been issued by the Nodal Officer and Lease Premium has been paid in proportion to the cumulative Built Up area being Sub-Leased.
- 2.3.5 to demand, collect and appropriate charges as Project Revenues from all persons in consideration of promise of grant of sub-lease/sub-license/usage right to access to the Site.
- 2.4 **Right of Way to the Site:-** After fulfillment by the Lessee of all the Conditions Precedent, RLDA shall provide to the Lessee right of way, to the Site free from all Encumbrances. In case the Project involves redevelopment of railway structures existing on the Site or otherwise, the right of way may be provided in a phased manner as specified in the SCLA

and/or the Schedules. The area of the Site shown in Instructions to Bidders is approximate. The Site shall be jointly surveyed by RLDA and the Lessee for arriving at its actual area prior to signing of Lease Agreement. RLDA shall provide the right of way to the Site to the Lessee on "as is where is basis" and the Parties shall execute a handing over note in this regard setting out, in detail, the Site inventory as on the date of such handing over of the right of way. The Right of Way to the Site to the Lessee shall be provided on or before the Appointed Date subject to the Lessee fulfilling the Conditions Precedent or as specified in the SCLA and/or the Schedules. RLDA shall provide to the Lessee right of way to the Redevelopment Land as specified in the Schedules.

2.5 Procurement of Approvals

- 2.5.1 The Lessee shall be responsible to procure appropriate approvals from Government Authority, for proper execution of the Project.
- 2.5.2 RLDA may agree without any liability thereof to assist the Lessee in obtaining the required approval/permits. In the event of delay or failure in obtaining the required approval/permits, the Lessee shall not be deemed absolved of its own responsibility and RLDA shall not in any way be liable for the approval/permits or for non receipt thereof for any reason whatsoever nor for any loss or damage arising in consequence of such delay or non receipt.

2.6 Transfer of Jurisdiction

- 2.6.1 If a Project is transferred from the jurisdiction of RLDA to a Railway (hereinafter referred to as "Successor Railway") or to another authority or vice versa while Agreement is in subsistence, the Agreement shall be binding on the Lessee and the Successor Railway/authorities in the same manner and take effect in all respects as if the Lessee and the Successor Railway/authorities were parties thereto from inception and the corresponding officer or the Competent Authority in the Successor Railway/authorities will exercise the same powers and enjoy the same authority as conferred to RLDA under the original Agreement entered into.
- 2.6.2 If for administrative or other reasons the Agreement is transferred to the Successor Railway the Agreement shall, notwithstanding anything contained herein contrary thereto, be binding on the Lessee and the Successor Railway in the same manner and take effect in all respects as if the Lessee and the Successor Railway had been parties thereto from the date of the Agreement.

Article 3 - Limitation on Grant of Lease Rights on the Site

- 3.1 The Parties expressly agree that subject to the provisions of the Agreement, the right of way and the Lease Rights is being granted to the Lessee exclusively for the purposes of implementation of the Project.
- 3.2 Without prejudice to the aforesaid, the Parties expressly agree that ownership of Assets and Project Utilities created from time to time on the Site and the Site itself, shall always vest with RLDA and the Lessee shall only have the necessary rights for creation of lien and/or Encumbrance on the Assets in favour of its bankers and insurers.
- 3.3 The Parties recognize and agree that nothing contained in the Agreement shall be construed to constitute a transfer of the title to the Site or the Assets developed thereupon in favour of the Lessee. The Lessee shall not, at any time during the Term, assert any ownership rights over the Site or the Assets developed thereupon and/ or interests to the land, built-up structures and all other assets erected on the Site and that the Lease Rights shall be incapable of conversion into freehold rights.

Part-II - General Conditions of Lease Agreement of RLDA LDHB

(Amended on 26-03-2014)

Riverton Development Pvt. Ltd.

Director / Authorized signatory

DGM (P-I)

JGM (F)

JGM (LAW)

- 3.4 Without prejudice to the foregoing, the Lessee agrees, confirms and undertakes that it shall not sell, license, sub-license, lease, sub-lease, assign, underlet or sub-let or part with the possession of the Site or any part thereof or any interest therein without the previous written consent of RLDA, except to the extent specifically permitted under the Agreement.
- 3.5 No land belonging to or in the possession of the Railway shall be occupied by the Lessee without the permission of the Railway or RLDA. The Lessee shall not use, or allow to be used, the Site for any purpose other than that of executing the Project.
- 3.6 It is expressly agreed understood and recorded between the Parties that:
- 3.6.1 mining rights cannot, and do not, form part of the rights granted hereunder and the Lessee hereby acknowledges that it does not, and shall not, have any mining rights in the Site under the Agreement or any interest in the underlying mineral, if any
- 3.6.2 any archaeological discoveries shall belong to and vest in the Government and the Lessee shall promptly report the discovery thereof to RLDA and the appropriate Government authority and follow such authority's instruction for safe removal thereof.
- 3.6.3 the Lessee shall not sell or otherwise dispose off or remove except for the purpose of the Agreement, the sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the Project or any building or produced upon the Site.
- 3.7 It is expressly agreed between the Parties that RLDA reserves for itself, provided that the same is not inconsistent with the Development in accordance with the Agreement, the right to grant any easements over or rights of access or rights of way on, over, under, through or across the Site for: the purpose of supply of electricity, gas, telecommunication cables, water, sewerage, drainage or any other services and utilities; or, the purpose of transport or other services to the public.
- 3.8 The Lessee shall be deemed to have inspected the Site and be aware of the existing land ownership documents, survey nos, land use and FAR/FSI permissions, existing boundary wall(s), buildings, constructions, immovable assets, structures, installations, trees, shrubs, electric poles, etc., if any, on the Site, which is being offered on an 'as is where is basis'. The Lessee shall be fully responsible for arranging any further Applicable Permits related to the Site and the Project including any sub-division of land from the surrounding railway land if so required and RLDA shall not be responsible for any failure or delay in obtaining such Applicable Permits. The Lessee shall not claim for any change on the Site after the Effective Date. The Lessee hereby admits, agrees and acknowledges that RLDA has not made any representation to the Lessee or given any warranty of any nature whatsoever to the Lessee in respect of the Site including in respect of its topography, soil/soil strata, usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Lessee for implementing the Project on the Site.
- 3.9 **Deemed Knowledge and Disclaimer**- The Lessee shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the Assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Lessee shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from RLDA in respect of the Project other than for those matters in respect of which express provision is made in the Agreement.



DGM (P-I)

JGM (F)

JGM (LAW)