



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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THIS MEMORANDUM OF UNDERSTANDING made on this 7<sup>th</sup> day  
of June Two Thousand and Seven BETWEEN ASANSOL DURGAPUR  
DEVELOPMENT AUTHORITY, a statutory body constituted under  
Section II of the West Bengal Town and Country (Planning  
and Development) Act, 1979 having its office at Asansol  
Durgapur Development Authority, Asansol Highway - Sub-  
Division Compound (Behind Asansol Girl's college), P.O.  
Asansol, Pin - 713 304, District Burdwan, hereinafter  
referred to as the "PARTY OF THE FIRST PART"

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No ..... Date .....  
S-110 ..... Park (AOP)  
Rec. and 2/5 6-8 ..... Rao K. K. R.  
Rs 50 ..... NP

L. S. DANDOT,  
HIGH COURT, CAL.

2050=100



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

(which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and /or assigns) of the ONE PART AND SUGAM PARK, an Association of persons within the meaning of the Income Tax Act, 1961 having its principal place of business at 2/5 Sarat Bose Road, Unit No. 1F, Kolkata - 700 020 hereinafter referred to as the "PARTY OF THE SECOND PART" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and / or assigns) of the OTHER PART.

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By  
[Signature]

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No ..... Date .....  
Filed to *Suzanne* .....  
Addressed *2/5* .....  
Rs 60 ..... NP .....

*park (AOP)  
Road Kerk 20*

L. S. VEDDER,  
HIGH COURT - CAL.

*27050 = 100f*

WHERE AS 312.92 acres of land in Mouzas Gopalpur J. L. No. 10, Ganrui J.L. No. 12, Nadiha J. L. No. 16, Palashdiha J. L. No. 17, Gobindapur J. L. No. 18, Kumarpur J. L. No. 19, Sitla J. L. No. 21, Dakshin Dhadka J. L. No. 27 was allotted to the Party of the First Part by the Housing Department, Government of West Bengal for a consideration of Rs. 378.07 lakhs;

AND WHEREAS permissive possession of the said 312.92 acres of land was handed over to the Party of the First Part by the Assistant Engineer, Housing Construction, Sub-Division No. XIV, Government of West Bengal by his Memo No. 477 dated 4<sup>th</sup> June 1997;

AND WHEREAS the Party of the First Part also received 49.63 acres of land in Mouzas Sitla J. L. No. 21 and Dakshin Dhadka J.L. No. 27 free of charge and 10 acres of land in Mouza Gopinathpur J.L. No. 85 from the Housing Department in exchange of the Party of the First Part handing over possession of 10 acres of land in Mouza Gopinathpur J. L. No. 85 on 19<sup>th</sup> November, 1991 in terms of Memo No. 2758-HI/IL-15/87 dated 18.12.1990;

AND WHEREAS the Party of the First Part was desirous of undertaking the work of development of Residential Infrastructure on the said land in partnership with a private developer/ partner;

AND WHEREAS out of the land received as aforementioned by the Party of the First Part an area of 30.094 acres of land more fully and finally described in Schedule I hereunder written (hereinafter referred to as the 'said land') at Sector I adjacent to Sector H of Kalyanpur satellite Township Project was earmarked by the Party of the First Part for development of Residential Infrastructure as aforesaid;

AND WHEREAS the Party of the First Part invited expression of interest in two part bidding system by publication in newspapers;

AND WHEREAS the Party of the Second Part submitted its expression of interest against the said invitation of the Party of the First Part;

  
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AND WHEREAS the Party of the Second Part became the successful bidder in respect of the said project;

AND WHEREAS the Party of the First Part has issued a letter of intent in favour of the Party of the Second Part on 12<sup>th</sup> January 2007.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

1. The Party of the Second Part shall pay to the Party of the First Part land premium for the said land at the rate of Rs. 15,00,000 (fifteen lacs) only per acre at the time of/ immediately prior to execution of these presents, in pursuance whereof the Party of the First Part shall hand over permissive possession of the said land to the Party of the Second Part simultaneously with the execution of these presents for construction of residential infrastructure as aforesaid. In addition to the same the Party of the Second Part shall keep with the Party of the First Part a sum of Rs. 25 lacs as interest free Security Deposit to be refunded within one month from the date of successful completion of the project. Further the Party of the Second Part shall furnish to the Party of the First Part a Bank Guarantee to the tune of Rs. 1 crore for ensuring successful completion of the project. For the purpose of this memorandum of understanding successful completion shall mean complete execution of the project in tune with the approved concept plan and disposal of the flats / apartments/ residential plots/ commercial spaces.
2. The Party of the First Part hereby agrees to hand over permissive possession of the said land on, as is where is basis. The Party of the First Part shall clear the encroachments within the site, if any. Any dispute with regard to title of the said land shall be dealt with and sorted out by the party of the First Part at its own cost and risk.
3. The Party of the First Part hereby undertakes and confirms that the title of the said land is free from all encumbrances and any dispute with regard to the title of the said land shall be dealt with and sorted out by the





Party of the First Part at its own costs, expenses and risks.

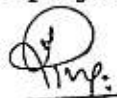

4. The Party of the First Part will provide the necessary assistance and logistics support in the process of sanctioning of the plans for the project and also obtaining the requisite clearances from the required authorities and shall also extend the necessary help to maintain Liaison with Government Agencies and Statutory Bodies for the purpose of water supply, drainage, power supply and all other related matters relevant to the project.
5. The Party of the Second Part shall be responsible for preparation of detailed planning, engineering estimates and structural design. The Party of the Second Part shall thereafter get the same approved by the Party of the First Part.
6. The Party of the Second Part shall undertake feasibility studies, marketing surveys and technical analysis at their own costs and shall obtain the sanction plan and approval at their own costs from the Asansol Municipal Corporation.
7. The Party of the Second Part shall finance and execute both the remunerative and non-remunerative components of the project as explicitly stated and appended in the terms of reference issued by the Party of the First Part at the time of inviting expression of interest.
8. The Party of the Second Part shall execute the project in accordance with the guiding principles of the project as set forth in detail in the terms of reference issued by the Party of the First Part at the time of inviting expression of interest which shall more fully appear from Schedule II hereunder written. The Party of the Second Part shall also comply with the broad land utilization pattern, essential requirements of the project and the engineering details morefully described and contained in Parts I, II and III respectively of Schedule III hereunder written. The terms of reference issued by the Party of the First Part at the time of inviting expression of interest, the clarifications issued at the

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pre bid meetings and the letter of intent dated 12<sup>th</sup> January, 2007 issued by the Party of the First Part to the party of the Second Part as morefully contained in Parts A, B and C respectively of Schedule IV hereunder written shall form part of this Memorandum of Understanding and the party of the Second part shall act in strict compliance thereof. The party of the Second Part shall also comply with the finishing specifications of the L.I.G. housing scheme as morefully set out in Schedule V hereunder written.

9. The Party of the Second Part shall execute the project within a period of four years from the date of receiving necessary sanctions from all concerned authorities. The Party of the Second Part however shall file all necessary applications for sanction before the appropriate sanctioning authorities within 90 days from the date of receiving possession of the site from the Party of the First Part. In the event of failure on the part of the Party of the Second Part to comply with the time schedule specified in the instant Memorandum of Understanding, the Party of the Second Part shall be liable to pay penalty at the rate of Rs. 5 lacs per month for each month of delay in completion of the project beyond the time schedule mentioned hereinabove. The penalty of Rs. 5 lacs per month (if applicable) will be adjusted against the Security Deposit of the party of the Second Part.
10. The Party of the Second Part shall be authorized to use the name of the Party of the First Part as their public partner towards marketing of the residential infrastructure development project for promotion and marketing subject to the prior approval of the contents, advertisements, publicity materials, etc. by the Party of the First Part.
11. The Party of the Second Part shall market the remunerative portion of the residential infrastructure development project to the prospective parties who would be interested to purchase the flats/ apartments/ residential plots/ commercial spaces. The Party of the Second Part shall also develop the said land on which the residential infrastructure development project shall be



undertaken. The developed flats/ apartments/ residential plots/ commercial spaces will be disposed by a tripartite lease executed by and between the Party of the First Part, the intending Purchaser and the Party of the Second Part. The initial tenure of such lease shall be of 999 (nine hundred and ninety nine) years for residential plots and 99 years for commercial plots. The lease shall be renewable.

12. The Party of the Second Part will have sole discretion and prerogative to market the remunerative property and to determine and realize the premium of the developed residential plots, bungalows, multistoried building and commercial spaces and car parking spaces to be disposed of and they shall be entitled to take such premium without any objection claim and dispute of the party of the First Part and also without involving the party of the First Part in any way subject to the stipulations relating to fixed premium and mode of disposal in respect of 150 L.I.G. flats and 20 residential plots of 2.5 cottahs each as morefully contained in Part I of Schedule III hereunder written. Such stipulations shall not be changed at any point of time. All such premiums will become the absolute property of the Party of the Second Part so long as they strictly abide by the payment schedule as agreed herein to the Party of the First Part at the rate and time frame agreed to by them.
13. The Party of the Second Part hereby agrees to pay to the Party of the First Part a sum of Rs. 16,68,81,890 (Sixteen crores Sixty Eight lacs Eighty One thousand Eight hundred and Ninety only) [details whereof are morefully set out in Schedule VI hereunder written] spread over three equal installments from the date of receiving possession of the said land in terms of the time schedule mentioned hereunder:
- a. at the end of one year from the date of receiving permissive possession of the said land.
  - b. at the end of two years form the date of receiving permissive possession of the said land.

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c. at the end of three years from the date of receiving permissive possession of the said land.

The said amount shall be deposited by the Party of the Second Part with the Party of the First Part by three post dated cheques on the date of handing over of permissive possession.

14. The Party of the First Part shall have the right of overall supervision during the execution of the project. The Party of the Second Part shall also indemnify the Party of the First Part against the quality assurances given by them to the prospective Purchasers and no suit shall lie against the Party of the First Part in matters related to the quality of construction, premium charged by the Party of the Second Part in respect of developed properties and the manner of realization of the same.
15. The Party of the Second Part will keep the Party of the First Part informed about the guiding principles in the matter of marketing of the developed property, the marketing strategies adopted in its furtherance and the changes thereto, if any, from time to time.
16. The Party of the Second Part hereby agrees to make the requisite payments as per the payment schedule mentioned hereinbefore irrespective of whether they are able to dispose of the entire developed property.
17. The Party of the Second Part will be responsible for all safety and take adequate insurance including third party coverage. Such insurance should cover risks of theft, fire, riot, sabotage and unrest to the extent received in addition to risk against risk and life.
18. The intending purchasers shall have to pay ground rent to the party of the First Part at the rates hereunder written:
  - a. - Rs. 10.00 per cottah per annum for residential plots;
  - b. Rs. 100.00 per annum per flat for residential apartments;
  - c. Rs. 1 per square feet per annum for commercial spaces;

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19. The intending purchasers shall not be allowed to alienate, transfer, sub-divide or assign any portion of the property without prior written express consent of the Party of the First Part. The Party of the First Part shall be entitled to payment of such transfer charges/difference of land premium as may be levied by them from time to time in the event consent for transfer is granted. The rate at which such transfer charges/difference of land premium shall be levied shall be the sole discretion of the Party of the First Part. In the event of alteration / transfer by the intending purchasers without obtaining prior written permission from the Party of the First Part, the Party of the First Part shall be entitled to resume such portion of the property.
20. All taxes, duties or impositions upon the demised constructed property charged by local statutory authority or any other authorities shall be payable by the Lessee's from the date of handing over of possession.
21. The Party of the Second Part will have to undertake the operation and maintenance of common facilities in respect of constructed properties and provide essential civic services during the construction period and during the period of handing over of the developed property to the lessee or occupiers association to be formed.
22. During the period between handing over of the constructed property and/or part thereof and formation of the Purchasers' Association or their consortium, proportionate charges for maintenance of common properties and civil services in respect of the constructed property shall be payable to the appropriate authority by the individual purchaser. The Party of the First Part shall not be held responsible for providing such services in any way. The arrangement for maintenance of the Housing Complex will have to be planned and devised by the Party of the Second Part in consultation with the Party of the First Part.
23. The Party of the Second Part shall indemnify and keep the Party of the First Part indemnified from all losses and damages suffered by the Party of the First Part arising

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out of the exercise of the power and authorities granted to the Party of the Second Part by the Party of the First Part as aforesaid.

24. Simultaneously with the signing of this agreement the Party of the First Part doth hereby grant to the Party of the Second Part a license to enter upon the said land and to erect a boundary wall and to do all works for completion of the project.
25. The Party of the First Part shall not be held responsible for any delay, defective construction etc. in the execution of the works by the Party of the Second Part and any dispute arising with regard to the same on later occasions shall be rectified by the Party of the Second Part and the Party of the Second Part shall keep the Party of the First Part indemnified from all such claims if any damages are caused to the intending purchasers of the flats.
26. The Party of the Second Part shall be entitled to do all lawful works required and obtain permissions, approvals and/or sanctions required for construction, erection and completion of the project including obtaining all utilities and facilities required for the efficient operation of the project or as may be reasonably required by the Party of the Second Part and the Party of the First Part hereby consents to the same and shall render all necessary assistance for obtaining such approval/sanction in favour of the Party of the Second Part.
27. The Party of the Second Part shall for the purpose of construction of the project at the said land, be entitled to appoint, engage and employ such contractors, sub-contractors, engineers, labours, mistries, care takers, guards and other staffs and employees etc. and at such remuneration and on such terms and conditions as may be deemed necessary by the Party of the Second Part and such agencies/employees shall be deemed to be engaged by the Party of the Second Part and the Party of the First Part shall not in any way be liable or responsible for their salaries, wages, remuneration etc. and the Party of the

  
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- First Part shall be kept indemnified in respect thereof by the party of the Second Part.
28. The Party of the Second Part shall indemnify the Party of the First Part against any contravention of rules/regulations/laws whatsoever during the pendency of this agreement.
29. Any notice to be given hereunder shall be deemed to have been validly given if it is in writing and signed by the Party giving the Notice and sent by Registered Post properly stamped and addressed to the last known address of the other party.
30. The Courts at Durgapur shall have exclusive jurisdiction over any disputes arising out of this Memorandum of Understanding.

SCHEDULE - I

All That the piece and parcel of land measuring 30.094 acres (more or less) being the residential sector at Sectors 'I' and 'J' (adjacent to Sector 'H') at Kalyanpur Satellite Township Project (K.S.T.P.), Asansol comprised in R.S. Plot Nos. 635(P), 639, 640, 641, 642, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336(P), 1341(P), 1342(P), 1343, 1344, 1346(P), 1348(P), 1342/1561, 1348/1563, 638/1496(P), 638/1497 comprised in Mouza Sitla J. L. No. 21, and R.S. Plot Nos. 265(P), 266(P), 267, 268(P), 310, 318(P), 319, 320(P), 323(P), 324(P), 325(P), 326, 327, 328, 329, 330, 331, 332(P), 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 349, 350, 351, 352, 353, 354, 355(P), 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 368, 373(P), 374, 375(P), 382, 383, 384(P), 327/1082, 335/1083, 382/1087, 368/1090(P), 355/1308 comprised in Mouza Dakshin Dhadka, J. L. No. 27, and all under Police Station Asansol, Sub-Registry Office ADSR, Asansol, under the jurisdiction of the Asansol Municipal Corporation, District Burdwan, West Bengal and acquired vide Land Acquisition case No. 11 of 68-69 made under The Land Acquisition Act (Act I of 1894) and received from the Housing Department, Government of West Bengal. The aforesaid land is delineated in the Map/Plan annexed hereto and bordered with colour "RED".

On the North : By ADDA Road;




- On the South : By Rayati land by R.S. Plot Nos. 381, 388, 389, 1345, 1346(P) and many other plots and ADDA land by R.S. Plot No. 1328 as per R.S. Map;
- On the East : By Dhadka Road and Rayati land by R.S. Plot Nos. 367, 1309, 1310, 1311, 1312 as per R.S. Map;
- On the West : By O. K. Road;

SCHEDULE - II

GUIDING PRINCIPLES OF THE PROJECT

- (a) The project of DEVELOPMENT OF RESIDENTIAL SECTOR ON THIRTY ACRES LAND AT SECTOR - I is essentially a public - private partnership project.
- (b) The private partner will be selected through the best "Expression of Interest" received in the process of two part bidding system. The Party of the First Part will be the Public Partner.
- (c) The project is proposed to be over 30.094 acres of land.
- (d) A residential sector consisting of plotted development and multi-storied housing as per clause 5 of the terms of reference issued by the Party of the First Part for inviting Expression of Interest shall have to be conceptualized, structured, developed and marketed.

SCHEDULE - III

PART - I

BROAD LAND UTILIZATION PATTERN

Maximum of:

- 58% of Land will be utilized for residential purpose.
- 18% to 20% of land will be utilized for roads, drainage etc.
- 12% of land will be used for gross open space inclusive of 7% for organized open space consisting of playgrounds, parks etc.
- 5% of land will be utilized for commercial purposes.
- 5% of land will be utilized for utilities and services.

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- For area under plotted development, the minimum right of way of the approach road should not be less than 7.5 meters.
- For area under high rises development, the minimum right of way of the approach road should not be less than 12 meters.
- The arterial road serving the area under development should not be less than 18 meters.
- Out of the available area for residential development 40% should be utilized for plotted development and 60% for multi-storied Residential complex.
- Gross maximum allowable dwelling unit density shall be 50 nos. per acre. Units in commercial area shall not be considered for density calculation of dwelling unit. For the purpose of evaluation of dwelling unit density, each plot under the category of plotted development shall be considered as two dwelling units for plot sizes less than 4(four) cottah. In case of plots having sizes four cottah and above, three dwelling units shall be considered over each plot.
- Out of total dwelling units, 150 houses will be of LIG category having minimum built up area of 450 sq. ft. as these should not be marketed at a price above Ra. 450/- per sq. ft chargeable on plinth area basis. An open scooter parking space will be provided for each LIG flat.
- 50% of the developed multi-storied flats should cater to MIG Category. Plinth area of MIG flats shall be 725 sq. ft. having two bedrooms, one drawing cum dining room, one kitchen, one balcony and two toilets. After providing for LIG and MIG flats as mentioned above the balance multistoried flats shall be of HIG category. All HIG and MIG flats shall have a covered car parking space.
- Minimum 20 plots of 2.5 cottah plots each shall be developed and marketed at the rate of Rs. 70,000.00 per cottah through a process of transparent lottery among State Government Employees (including Undertaking)

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PART IIEssential Requirements of the Project:

- Underground electrification and street lighting.
- Underground sewerage system with a treatment plant.
- Underground/overhead water reservoir including water supply distribution system.
- Internal Drainage system including storm water drainage.
- Provision of rainwater harvesting.

PART IIIENGINEERING DETAILS

- The private partner as per requirement of the project shall do the Land development works.
- The design of roads, buildings, structures etc. should be in conformity with I.S. specification and should factor in earthquake components.
- On site quality control should be made as per I.S. code provisions at every stage of construction. Pile foundation/raft foundation/combined footing shall be according to "safe bearing capacity" of soil. Required Geo-Technical investigation should be made and report should be submitted to the party of the First Part prior to designing of foundation.
- All fittings/fixtures (sanitary, plumbing, electrical) should be as per ISI Standard.
- Internal lighting arrangement including street lighting with proper illumination and taking into account all safety measures should be provided.
- Area under multistoried development shall have FAR of 2.0 (excluding covered car parking spaces and services) and maximum ground coverage of 50%. Area under commercial spaces shall have maximum ground coverage of 50% and F. A. R. of 1.5 (excluding covered car parking spaces and services).
- Central drainage channel existing in the midway of the said land shall have to be retained.

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SCHEDULE IVPART - A

Proceeding of the Pre Bid Meeting in connection with the Development of Multistoried housing at 30 Acres of land at Asansol adjacent to Sector - I at KSTP held on 31.07.2006 in the ADDA Board Room, Durgapur.

- The meeting was chaired by Sri. N. S. Nigam, IAS, Chief Executive Officer, Asansol Durgapur Development Authority. In the beginning, broad project guidelines were explained to all the representing members. It was confirmed that the clause of Financial Offer, Security Deposit and the mode of depositing the Security Money shall be strictly in accordance with the "Terms of Reference" of the Bid document and no relaxation in this regard can be allowed.
- The matters relating to the technical specification of the project were also discussed and it was clarified that the successful bidder shall have to abide by the Guiding Principles of the project, requirement of the project and broad engineering details as appended in clause 4,5 and 6 of the 'Bid Document'. Regarding any other points, which are not mentioned in the said document, shall be guided by the rules of Asansol Municipal Corporation. It shall be the responsibility of the bidders to collect the rules from AMC with necessary logistic support from ADDA.
- The matter relating to the ground coverage and the F.A.R. for the area under multistoried building and FAR was advised it they shall be as follows:

Item	Total Area	Land	Maximum Ground Coverage	F.A.R. excluding services
Multistoried Buildings	10.44 Acre		50%	2.0
Commercial Spaces	1.5 Acre		50%	1.5

- The matter of reservation of flats for the LIG category with minimum floor area and selling price shall not be relaxed at any point of time. Regarding the specifications and finishing items of the LIG flats, the

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general guidelines of West Bengal Housing Board needs to be followed and the same can be circulated among the short listed bidders in due course.

- Similarly the reservation of 20 plots of 2.5 kattah each for the Govt. employees and their selling price as appended in clause 11.2 of Bid Document shall also not be relaxed at any point of time.
- The matter relating to consideration of the time frame of payment schedule was discussed. The following was proposed by the house.

Existing schedule as per the Payment Schedule Proposed clause of financial offer in in the Pre Bid Meeting. the Bid Document.

At the end of one year	At the end of one year
At end of two years	At end of two years
At the end of three years	At the end of four years

The same was considered and the authority rejected the proposal.

- The matter of transfer of property by the lessee was discussed and it was confirmed the ADDA shall allow transfer as per their existing norms on payment of existing transfer charges/Difference of Land premium (whichever is applicable).
- The matter of refund of security deposit was discussed and it was clarified that the security deposit will be refunded within one month from the date of successful completion of the project. Successful completion shall mean complete execution of the project as per the approved Concept Plan and disposal of the flats as per the Guidelines and Memorandum of Understanding duly agreed upon.
- The matter of the size of MIG Flats was discussed and it was clarified that the general norms of the West Bengal Housing will be followed. The flats shall have two bedrooms, one drawing-cum-dining room, one kitchen, one balcony and two toilets. The master bedroom shall have

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attached bathroom. The minimum carpet area of the MIG flat shall be 750 Sq. ft.

Regarding the quality of roads within the project it was clarified that the specification of the roads shall be strictly as per the guidelines of IRC. Further all the specifications of road, drainage, sewerage, water supply shall be vetted by ADDA before execution and ADDA shall have the right for supervision at any point of time.

The matter of water supply for the project was discussed and it was clarified that Asansol Municipal Corporation will provide the water supply for up to project site on payment of usual charges by the selected private partner.

Regarding drainage, it was clarified that ADDA has taken up the construction of the Master outfall drain. The successful bidder shall have to develop the internal drainage system, which will fall in the Master outfall drain of ADDA at the suitable locations.

It was further clarified that selected private partner will be allowed to construct of boundary wall required for demarcation and security of the project. They shall also be allowed to keep their land (given under permissive possession) on mortgage on payment of Rs. 25,000/- as processing fees to ADDA.

For the purpose of evaluation of dwelling unit density, each plot under the category of plotted development shall be considered as two dwelling units for plot sizes less than 4 (four) cottah. In case of plots having sizes four cottah and above, three dwelling units shall be considered over each plot.

It was requested that if the participating bidders intend any further clarification, they can approach ADDA in writing and reply to the same will be provided.

As there was no other point of discussion, the meeting ended with thanks to and from the chair.

In continuation with the above, the following clarifications were given by ADDA in response to the letter dated 5<sup>th</sup> August 2006 of Pioneer Urban Land & Infrastructure Pvt. Ltd.





- F.A.R. and ground coverage for Group Housing has already been specified in the proceedings of Pre Bid meeting.
- The maximum gross density of dwelling units for the project has already been specified in Bid Document. However for the purpose of evaluation of dwelling unit density, each plot under the category of plotted development shall be considered as two dwelling units for plot sizes less than 4 (four) cottah. In case of plots having sizes four cottah and above, three dwelling units shall be considered over each plot.
- There shall be no restriction of height for the multistoried housing but it should be within the permissible. F.A.R. and ground coverage as specified earlier. However required sanction of the appropriate authority shall have to be taken for going to height beyond 14.5 meter.
- Zoning details shall be the prerogative of the architect. The set back in rear front etc shall be guided by the building rules of Asansol Municipal Corporation.
- The architectural control is expected to be guided by the concept of the designer. The evaluating committee of ADDA shall evaluate the same.
- As per clause 5(b) of the Bid Document, the private partner should compulsorily provide underground sewerage system with a treatment plant. The treated effluent of the treatment plant may fall into the master drain of ADDA through the internal drainage system of the project.

PART B

PRE BID MEETING DATED: 12<sup>th</sup> September, 2006

DEVELOPMENT OF RESIDENTIAL SECTOR ON 30 ACRES LAND AT ASANSOL

The meeting was chaired by Chief Executive Officer, ADDA. After threadbare discussion over various queries following decisions were taken:

- 1) Regarding cost of water : will be intimated in due course.

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- 2) Regarding outfall drainage : Out fall drain will be as and slope per the contour of the land. Master out fall drain will be provided by ADDA.
- 3) Regarding Khadans and illegal Mines : There is no khadans or illegal mines in the area.
- 4) Regarding contour plan of the site : Already provided. It can be provided again on request to ATP, Sri Arpan Chattopadhyay.
- 5) Regarding soil test : It is the responsibility of selected private partner to do the soil testing. Data for one Bore Well will be provided by ADDA within the next one month.
- 6) Regarding LIG flats : The rate of Rs. 450/- per sq.ft. for LIG flats is chargeable for plinth area basis.  
Specifications as requested were provided in the meeting.  
Construction of LIG flats should start immediately with the commencement of the project.
- 7) Regarding MIG flats : It was specified that the plinth area of the MIG flats shall be 725 sq.ft. having two bed rooms, one drawing cum dining room, one kitchen, one balcony and two toilets. The master bedroom shall have attached bathroom cum toilet.




- 8) Regarding Parking Space : No car parking space is mandatory for LIG category. Two wheeler parking should be provided for every LIG flat. Mode of marketing of car parking is the prerogative of private partner. All HIG and MIG flats should be provided with covered car parking.
- 9) Regarding land utilization : The maximum limits of percentage broad land utilization pattern as appended in clause 5(a) cannot be changed.
- 10) 18-20% land earmarked for roads and drainage etc. cannot be utilized for parking space. Any balance land should be utilized for services and landscaping.
- 11) Regarding FAR : It has already been specified in the pre-bid meeting held 31<sup>st</sup> July, 2006 that the area under multistoried development shall have maximum ground coverage of 50% and maximum FAR of 2.0. It was further confirmed that parking area, areas under utility and services, lifts and staircases will not be counted towards calculation of FAR.
- 12) Regard sanctions :
  - Pollution Clearance shall be as per the existing norms of CPCB
  - 90 days time for applying before all authorities appears to

My:

Srs.

be more than sufficient.

- Logistic support for obtaining sanctions will be provided by ADDA.

- 13) Regarding the area under plotted development, it was clarified that ADDA will allow construction and sale of Bungalows/Houses over 150 cottahs out of the total land available for plotted development. Balance land should be sold as individual residential plots only.
- 14) Payment schedule cannot be changed and it has already been specified during the pre-bid meeting held on 31/07/2006
- 15) Ground Rent or lease rent : Rs. 10.00 per cottah per year for residential plots.  
Rs. 100.00 per flat per year for residential apartments.  
Rs. 1.00 per sq.ft per year for commercial spaces.
- 16) Project will be handed over to the appropriate authority only after the completion of the project. Phase wise handing over will not be allowed.
- During the construction-phase, the developer will bear the cost of maintenance.
  - During the period of marketing, proportionate maintenance cost may be shared between the developer and lessee.
  - After completion of the project and handing over, the occupiers association and local ULB shall be responsible for maintenance.
- 17) Regarding Lease Deed : Many projects are being executed by ADDA in this model. A sample lease deed of similar nature may be made available on request.
- 18) Regarding ADDA's plan : As housing demand is near the vicinity of the growing in the area such project commitment cannot be given.

  
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19) The last date for submitting concept plan cum financial offer has been extended upto 4.00 P.M. of 24<sup>th</sup> November, 2006

PART C

Ref. No. ADDA/DGP/CS/1441

Date : 12-01-07


To  
M/S. SUGAM PARK,  
2/5, Sarat Bose Road,  
Sukh Sagar Building,  
1<sup>st</sup> Floor, Unit - IF,  
Kolkata - 700 020.

Sub.: Letter for Intent for "Development of residential Sector at Sector - I (adjacent to Sector H at KSTP, Asansol) on Thirty Acres lands.

Ref.: Technical cum financial offer submitted by your Company against the expression of interest.

Sir,

1. It is our pleasure to inform you that you have been selected as the Private Partner for development of residential sector on thirty acres of land at Sector-I (adjacent of Sector H at KSTP) at Asansol in terms of your financial offer cum concept plan submitted on 10<sup>th</sup> December, 2006.
2. In this regard -
  - (i) You shall make a payment of Rs. 15 lakhs per acre for the project land measuring approximately around 30.094 Acres to be given in permissive possession for execution of the project before the signing of MOU [Ref. clause 11.1 of Bid Document].
  - (ii) In addition to the fixed land premium stated above, you shall pay the authority an amount of Rs.16,68,81,890.00 (Rupees Sixteen Crores Sixty-eight Lakhs Eighty- one Thousand Eight Hundred and Ninety only) spread over three equal installments from the date of receiving possession of the site as per the time schedule of payment as mentioned clause 11.2 of the bid document. The amount shall be deposited through post dated cheques on the date of receiving possession of the land.
  - (iii) You shall keep a sum of Rs. 25 lakhs as interest free security deposit to ADDA at the time of award of

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the project and in addition to this, you shall give a Bank Guarantee of Rs. 1.00 Crore for ensuring successful completion of the project (Ref. Clause 8.6).

- (iv) You shall complete the entire project in Four Years time frame after receiving sanctions from all concerned authorities. All application praying for necessary sanction will have to be made by you before the appropriate authorities within Ninety days from the date of receiving possession of the site. You also agree to the penalty rates as mentioned in clause 10.4 for delay in completion of the project.
- (v) You shall strictly abide by the land utilization pattern and the essential requirements of the projects as mentioned in clause 5(a) and 5(b) of the bid document and subsequent decision of the pre bid meeting dated 31.07.2006, 12.09.2006 in connection with the Expression of Interest for the project.

3. If you find the above condition acceptable, then please sign and return us back a copy of this letter of intent as a token of your approval. On receiving of your acceptance, we shall immediately hold a meeting to finalize the modalities of handing over of the possession of the project land.



Yours sincerely,

Narayan Swaroop Nigam, I.A.S.  
Chief Executive Officer  
Asansol Durgapur Development Authority

SCHEDULE V

FINISHING SPECIFICATIONS OF THE LIG HOUSING SCHEME.

- 1). 4-storied walk up Buildings with 16 numbers of Dwelling units in each four storied Building (i.e.) with a total of 150 nos. of Dwelling units in 10 nos. Buildings, out of which one building will be of two - storeys only.

- 2). The Plinth area of Each Dwelling Unit shall be 450 Sft.
- 3). Accommodation to be provided in Each Dwelling Unit shall be as follows: -
- i) BED ROOM - 1 No.
  - ii) LIVING CUM DINING - 1 No.
  - iii) KITCHEN-1 No.
  - iv) TOILET - 1 No.
  - v) BALCONY - 1 No
- 4). Structure : Masonry structure.
- 5). Flooring : Bed room, Multipurpose Room (LIVING CUM DINING). Verandah, Kitchen, Toilet with Grey artificial patent stone flooring (A.P.S.) and kitchen with worktop (cooking platform).
- 6). A). Wall finish: i). External: Decorative cement based paint over sand cement plaster.
- ii). Internal: White wash over sand cement plaster.
- B) Door /Window finish: Synthetic Enamel painted finish.
- 7). DOORS:
- i) Door frames of Rooms: Malaysian Sal Wood or equivalent.
  - ii) Door shutters of Rooms: Factory made flush door Shutters.
  - iii) Toilet Doors: P.V.C. frame with P.V.C. Shutter.
  - iv) Door at Staircase Rooms: Shutter with S.M.C. sheet.
- 8). WINDOWS:
- Glazed steel windows with integrated M.S. Grills.
- 9). Internal Water Supply & Plumbing arrangement: Ordinary Fittings.
- 10). Rain Water Pipe: P.V.C. Pipe.
- 11). External Soil Pipe: HCI Pipe.
- 12). PARKING SPACE:
- No Car parking space is mandatory for the LIG housing.





Open two-wheeler parking has to be provided for every flat of LIG category.

SCHEDULE VI

In addition to the fixed land premium as stated in clause 1 above, the private partner being the Party of the Second Part shall pay in the manner as stated in clause 11 above to the public partner being the party of the First Part the following amounts:

A. Plotted Developments:

Rate offered per cottah of land plotted (excluding 20 plots of 2.5 kattah each)	Total land in cottahs offered for plotted developments	Total saleable land in cottahs offered for plotted developments	Total amount
(1)	(2)	(3)	
Rs. 90,000/-	371		Rs. 3,33,90,000/-

B. Multistoried Housing:

Rate offered per sq. ft. for multi-storied developments (excluding LIG)	Total area in sq. ft. for multistoried developments (for MIG and HIG) (excluding LIG)	Total built-up area in sq. ft. offered	Total amount
(1)	(2)	(3)	
Rs. 130/-	8,39,528		Rs. 10,91,38,640/-

C. Commercial Spaces:

Rate offered per sq. ft. of built up area of Commercial Spaces.	Total area of commercial spaces to be generated in sq. ft.	Total built-up area of the payable commercial spaces	Total amount
(1)	(2)	(3)	
Rs. 250/-	97,413		Rs. 2,43,53,250/-

*[Signature]*  
Mng.

*[Signature]*  
Ses.


D. Gross Amount offered (in addition to fixed land - premium) = Sum of A+B+C = Rs. 16,68,81,890/-. The total amount offered at "D" shall have to be paid in three installments (as stated in paragraph 11 above) as follows from the date of receiving possession of the site.

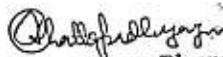
- At the end of One Year.
- At the end of Two Years.
- At the end of Three Years.

It is agreed that no separate premium shall be charged by the party of the First Part on the construction area of the Bungalows to be built by the Party of the Second Part on 150 Kottahs of the plotted developments. It is clarified that the Land premium on this 150 Kottahs of land (bungalow area) has been already charged in item 'A' above being "PLOTTED DEVELOPMENTS".


IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED  
by the PARTY OF THE FIRST PART  
in the presence of:

  
Asst. Executive Officer  
Asansol Durgapur Dev. Authority

  
Asst. Town Planner  
A.D.D.A., Durgapur



  
Special Officer  
Urban Dev. (T & CP) Deptt.  
Government of West Bengal  
And  
Chief Executive Officer, ADDA

For SUGAM PARK

  
Authorized Signatory

SIGNED SEALED AND DELIVERED  
by the PARTY OF THE SECOND PART  
in the presence of:





MEMO OF CONSIDERATION

- A. LAND PREMIUM RS. 4,51,41,000/-  
 Paid @ Rs. 15,00,000/- per acre  
 for 30.094 acres vide  
 Ch. No. 730826 dated 07.06.2007 for  
 Rs. 4,51,41,000/- (Rupees Four crores  
 fifty one lacs forty one thousand)  
 only drawn on HDFC Bank, Central Plaza  
 Branch, Kolkata.
- B. SECURITY DEPOSIT (REFUNDABLE) RS. 25,00,000/-  
 Ch. No. 773705 dated 07.06.2007  
 for Rs. 25,00,000/- (Rupees Twenty  
 five lacs) only drawn on The Federal  
 Bank Ltd., Overseas Branch, Kolkata.
- C. CONSIDERATION MONEY RS. 16,68,81,890/-
1. Ch. No. 730827 dated 07.06.2008  
 for Rs. 5,56,27,297/- (Rupees Five  
 crore fifty six lacs twenty seven  
 thousand two hundred ninety seven)  
 only towards the amount payable at  
 the end of one-year.
  2. Ch. No. 730828 dated 07.06.2009  
 for Rs. 5,56,27,297/- (Rupees Five  
 crore fifty six lacs twenty seven  
 thousand two hundred ninety seven)  
 only towards the amount payable at  
 the end of two-years.
  3. Ch. No. 730829 dated 07.06.2010  
 for Rs. 5,56,27,296/- (Rupees Five  
 crore fifty six lacs twenty seven  
 thousand two hundred ninety six)  
 only towards the amount payable  
 at the end of three-years.

WITNESS:

*Asstt. Executive Officer*  
 Asansol Durgapur Dev. Authority

*Subodh Chandra*  
 42, Rajendra Bose  
 Jangra



*[Signature]*  
 Special Officer  
 Urban Dev. (T & CP) Deptt.  
 And  
 Chief Executive Officer, A



DATED THIS      DAY OF      2007

BETWEEN

ASANSOL-DURGAPUR DEVELOPMENT  
AUTHORITY

... Party of the First Part

AND

SUGAM PARK

... Party of the Second Part

=MEMORANDUM OF UNDERSTANDING=

SUSANTA KUMAR BOSE  
SOLICITOR & ADVOCATE  
6, OLD POST OFFICE STREET  
TEMPLE CHAMBERS,  
1<sup>st</sup> Floor, ROOM No.62,  
KOLKATA-700 001.