

## SITE HANDOVER NOTE

### **Development of Multi Functional Complex (MFC) at Asansol Railway Station**

**Site Handed Over on 09.08.2017.**

Rail Land Development Authority (RLDA) has been set up exclusively to deal with the commercial development of railway land and the air space above such land for supplementing financial resources of the Railways through non-tariff measures. The Eastern Railway is in possession of land at Asansol Railway Station of area 4888 Sqm.

The said plot of land has been entrusted to the RLDA by the Central Government in exercise of its powers under section 4D of the Railway Act, 1989 and Rule 5 of the Rail Land Development Authority (Constitution) Rules 2006 vide Railway Board letter of entrustment No. 2010/LML/2/9 dated .05.2010

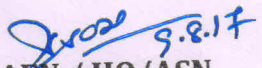
The RLDA has undertaken feasibility study and invited technical and financial bids from prospective developers for commercial development of the land mentioned above. The RLDA has selected M/s. Payal Enterprise, as the selected Bidder which has formed the SPC ("Developer") M/s. Payal Shopping Complex Pvt. Ltd, in terms of Bid document for the development of Multifunctional Complex at Asansol Railway Station.

The land for development of Multifunctional Complex at Asansol Railway Station of area 4888 sqm, has been jointly surveyed by the RLDA and the Eastern Railway in the presence of Mohammad Azharuddin, who is authorized signatory of the M/s Payal Shopping Complex Pvt. Ltd and the said land is free from encumbrances

The land at Asansol Railway Station of area 4888 Sqm. as per DRM Drawing No. 40 - 10/83-2017, is being physically handed over by the Eastern Railway to the RLDA on this 9<sup>th</sup> Day of August 2017, for being further handed over on lease to M/s Payal Shopping Complex Pvt. Ltd, for a period of 44(Forty Four) Years 11 (Eleven) Months and 04(Four) Days for undertaking commercial development of the site in accordance with the Lease Agreement. The site plan of the land is enclosed as Annexure I along with the Handing over Note.

The above handed over is subject to the approval of Head Quarter/ Eastern Railway.

**Handed Over by**


  
AEN / HQ/ASN  
For Eastern Railway  
सहायक अभियन्ता (मुख्यालय)  
पु० रे०, आसनसोल  
Asstt. Engineer (HQ)  
E. Rly. Asansol

**Taken Over from Eastern Railway**

  
For RLDA  
09.08.17

**Taken Over from RLDA**  
For M/s Payal Shopping Complex Pvt. Ltd

Payal Shopping Complex Private Limited

  
Director





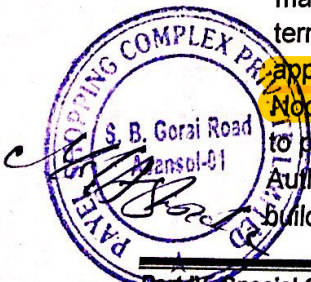


Development of MFCs at Krishna Nagar, Asansol, Durgapur, Malda Town, Naihati, Kalyani, Deoghar, Madarihat & Diamond Harbour railway stations  
(Bid No.RLDA/RFP/MFC/3 of 2016)

Vesting Provisions	15.0	20.3	The existing Article is supplemented with "The Lessee shall handover all the Assets and Project Utilities along with the approvals and N.O.C's from Govt. Departments."	
Termination Payment	16.0	22.1.1	For the Project involving Redevelopment Works, the Cost of Redevelopment Works shall also be refunded, if completed, but not in case of partially completed works.	
Termination Payment	17.0	22.1.3	Estimated Cost of Assets (COA) will be as below:-	
			Krishna Nagar	158 Lakhs
			Asansol	1251.36 Lakhs
			Durgapur	770.68 Lakhs
			Malda Town	241.53 Lakhs
			Naihati	87.36 Lakhs
			Kalyani	332.80 Lakhs
			Deoghar	66.22 Lakhs
			Madarihat	32 Lakhs
			Diamond Harbour	32 Lakhs
Termination Payment	18.0	22.1.1(a)	The existing Article 22.1.1(a) is to be read as :- "In the event of Termination before the commencement of the Commercial Operation an amount equal to 75% of the total amount of Lease Premium (excluding any interest) paid by the Lessee to RLDA till the date of Termination."	
Scope of the Project	19.0	2	The Scope of the Project specified in Article 2 will be supplemented by SCLA clause no 20.0 given herein under.	

20.0. **Scope of the Project:** The following shall supplement the Scope of the Project specified in Article 2 of GCLA:-

20.1 The Lessee shall, at its own risk, cost and expense, arrange to design, finance, construct and develop the MFC(s) at the Sites(s) within a maximum period of 24 (Twenty Four) months from the Effective Date in terms of the Lease Agreement. **MFCs being railway's operational buildings, approval of plans from local authorities is not required and only approval of Nodal Officer of RLDA shall be required.** Nodal Officer shall give approval to plans subject to the consultation by Lessee with the Urban Development Authority in urban areas and compliance of other statutory requirement of building bye-laws by the Lessee. On request of the lessee, facilities like



Part IV - Special Conditions of Lease Agreement of RLDA LDHB)