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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 394408

Q. NO. (2) 676177/2020.



Certified that the Document is admitted to Registration. The Signature Sheet and the end sheets attached to this document are the part of the Document.

  
 Additional Registrar  
 of Assurances-I, Kolkata  
 15/07/2020  
 ADDITIONAL REGISTRAR OF  
 ASSURANCES-I, KOLKATA  
~~15 MAY 2020~~ 15 JUL 2020

**THIS DEED OF LEASE** made this 24<sup>th</sup> day of JUNE, Two Thousand and Twenty

**BETWEEN**

420850

Ambuja Neo Ha Teesta Development

NAME.....  
 ADD.....  
 Rs..... 500  
 26 FEB 2020  
**S. CHATTERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

Prud

Newsonline

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26 FEB 2020

26 FEB 2020



ADDITIONAL REGISTRAR  
 INVESTMENT AND FINANCE, KOLKATA  
 15 JUL 2020

Identified by me

Saptanshi Roy

Adv. H.P. Calcutta

S/o S.K. Roy

206, A.J.C. Bose Road, Kol-17

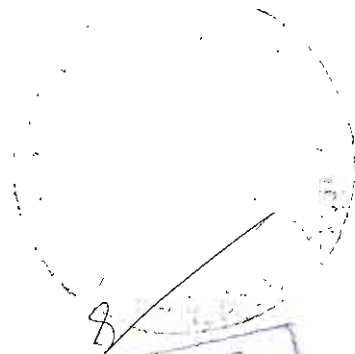
**GOVERNOR OF WEST BENGAL**, represented by **Mr. Indranil Bhattacharya**, (PAN: AEMPB2385P), (Aadhaar No.7165 6610 4143), **General Manager (Admin)**, **West Bengal Housing Infrastructure Development Corporation Ltd.**, a Government of West Bengal Undertaking, under Urban Development & Municipal Affairs Department, Government of West Bengal, having its office at "**NAGARAYAN**" Land Cell (Non-Residential), 3<sup>rd</sup> Floor, DF-8, Sector-I, Salt Lake, Kolkata-700064, hereinafter referred to as the "**LESSOR**" (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to include its successors, successors-in-interest and assigns) of the **FIRSTPART:**

**AND**

**AMBUJA NEOTIA TEESTA DEVELOPMENT PRIVATE LIMITED**, (PAN:AAHCM0263D), (CIN: U70109WB2011PTC157834), a Company incorporated under the Companies Act, 1956/2013 having its registered office at "**Ecospace Business Park**", Block 4B, 6<sup>th</sup> Floor, Premises No.IIF/11, Action Area-II, New Town, P.S. & P.O.New Town, Kolkata-700160, hereinafter referred to as the "**LESSEE**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor or successors-in-office and/or permitted assigns) duly represented by its **Director, Mr. Saurav Chaudhuri**, (PAN: ACSPC8970F), (Aadhaar No.7468 0111 9595), **Mobile No.84367-26880**, son of, Sri Paritosh Kumar Chaudhuri, working for gain at "**Ecospace Business Park**", Block 4B, 6<sup>th</sup> Floor, Premises No.IIF/11, Action Area-II, New Town, P.S.&P.O. New Town, Kolkata-700160 of the **SECOND PART:**

**AND**

**AMBUJA HOUSING AND URBAN INFRASTRUCTURE COMPANY LIMITED**, (PAN: AAFCA0904P), (CIN: U70101WB2005PLC101398), a company incorporated under the Companies Act, 1956/2013, having its registered office at "**Ecospace Business Park**", Block 4B, 6<sup>th</sup> Floor, Premises No.IIF/11, Action Area-II, New Town, P.S. & P.O. New Town, Kolkata-700160, hereinafter referred to as the "**SELECTED BIDDER**" or "**CONFIRMING PARTY**" (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and/or permitted assigns), duly represented by its **Whole Time Director, Mr. Pramod Ranjan Dwivedi**, (PAN: AFQPD3612Q), (Aadhaar No.3388 1595 0531), **Mobile No.98312-55455**, son of Mr. Bal Mukund Dwivedi, working for gain at "**Ecospace Business Park**", Block 4B, 6<sup>th</sup> Floor, Premises No.IIF/11, Action Area-II, New Town, P.S. & P O. New Town, Kolkata-700160, of the **THIRD PART**



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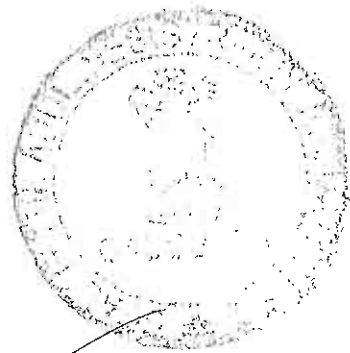
**WHEREAS:**

- A.** The Lessor is seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of **81.19** acres, more or less, situate at Mouza Dabgram, J.L. No.2, Block Rajganj, Police Station : New Jalpaiguri, District : Jalpaiguri, West Bengal, fully described in the schedule being **SCHEDULE-A** hereunder written and hereinafter referred to as the **“SAID PROJECT AREA”**.
- B.** Bids were invited by the Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred as **“WBHIDCO”**), a Government Company within the meaning of Section 617 of the Companies Act, 1956, for development of Teesta Township at Dabgram Mouza in the **Siliguri Jalpaiguri Development Authority (SJDA)** Planning Area on lease of the Said Project Area vide Request for Proposal vide RFP No.2946/HIDCO/Plng/656(A)/2015 dated 17.08.2017. The Theme for the Township has been fixed “Health and Knowledge” with a focus on provision for senior citizens.
- C.** The scope of work for the Project as enumerated in the RFP broadly include:
- a.** Development of the Teesta Township as a Theme Township in compliance with the Township Policy/Rules of Government of West Bengal, applicable development rules and guidelines, conceptual master plan and other terms and conditions of the bid as laid down in the RFP dated 17.08.2017.
  - b.** Preparation of Master Plan, Detailed Project Report (the **“DPR”**) consisting of detailed architectural drawings, sanctionable building plan and other related documents, namely procedure and methodology for

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construction, quality assurance plan and engineering & construction time schedule. The DPR should conform to minimum developmental requirements as provided in the RFP. The DPR should be prepared according to extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations will prevail. The DPR should contain the requirements for the EWS units, Non-Residential Thematic Development Zone and the Commercial Development Area of the Project.

- c.** Obtaining approval of the DPR from WBHIDCO/Lessor and/Independent Engineer/ third parties engaged by WBHIDCO/Lessor for this purpose.
- d.** Obtaining all statutory approvals and sanctions from the appropriate authorities. All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder.
- e.** Construction of the EWS and Non-Residential Thematic Development Economic Zone as per the approved DPR and as per the Project Milestones and in conformity to the Township Policy with requisite Urban Infrastructure Amenities and Infrastructure Facilities within a period of 8 years from the signing of the Lease Deed.
- f.** Construction of the other portion of the project, provided however, at no point of time the minimum norms as per the Township Policy, shall be violated.
- g.** Post completion of construction of the residential/ commercial development area, till formation of any apartment owners association, residents welfare association, cooperative society or management



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company by the unit holders for the purpose of operation and maintenance of the common infrastructure of the residential/commercial development area and taking over such responsibility by such association, society or company, the Selected Bidder shall also be responsible for the operation and maintenance of the Residential/Commercial Development Area on its own and without any financial liability to the Lessor.

- h.** Operation & maintenance of the common infrastructure of the project including road, water, sewerage, drainage etc. till the transfer of the same to the Authority/ Agency/ ULB notified by the Lessor provided that such transfer shall not be notified till the completion of the Minimum Development Obligation as per the approved DPR and the Township Policy.
- i.** The following specific stipulations will be followed by the Selected Bidder:

  - 6% of land of township has to be reserved for EWS
  - 25 % of the total residential units in the township shall be EWS units.
  - The maximum consideration of EWS Dwelling Units shall not exceed Rs.3 lakh. The selection of beneficiaries shall be carried out by the Lessor as per the policies of the Government of West Bengal. However the proceeds of the same shall accrue to the Lessee.
  - 25% of the net land proposed to be developed excluding basic infrastructure amenities and basic` public infrastructure, to be kept for non-residential thematic or economic development,



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confirming to the Theme defined for the Project.

- All other town planning norms and other terms & conditions required for carrying out township project under the West Bengal Town & Country Planning (Development of Township Project) Rules, 2008 read with subsequent amendments to be followed.

- D.** The Selected Bidder participated in the said bidding process and e-auction and the Financial Quote of the Selected Bidder being the highest bid so received for lease of the Said Project Area from the qualified bidders, the said bid was accepted subject to the Selected Bidder complying with terms and conditions contained in the document of Request for Proposal.
- E.** In terms of the bid, the Selected Bidder was issued a Letter of Intent (hereinafter referred to as "**LOI**") dated 04.05.2018 *inter alia* for payment of 10% of the Financial Bid and applicable GST within 30 days from the date of the LOI and payment of 90% of the Financial Bid plus applicable GST within 360 days/720 days (*as applicable*) of the date of the LOI along with Delayed Payment Charges.
- F.** The Selected Bidder has since promoted and incorporated the Lessee being Ambuja Neotia Teesta Development Private Limited, as a limited liability company under the Companies Act, 2013 and has requested the Lessor to accept the Lessee which shall undertake and perform the obligation of the Selected Bidder and exercise the right of the Selected Bidder including the various obligations referred to in the LOI and exercise the right to obtain Lease in its favour from the Lessor upon payment of the entire Financial Bid, being the premium reserved for grant of lease.
- G.** By its letter dated 28.10.2018, the Lessee has also joined in the said request of the Selected Bidder to the Lessor to accept it as an entity which shall undertake

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and perform the obligation and exercise the rights of the Selected Bidder including the various obligations referred to in the LoI and exercise the right to obtain Lease in its favour from the Lessor upon payment of the entire Financial Bid, being the premium reserved for grant of lease. The Lessee has further represented that it has been promoted by the Selected Bidder for the purpose hereof.

**H.** The Selected Bidder/Lessee has since prepared a Master Plan and Detailed Project Report (the "**DPR**") consisting of detailed architectural drawings, sanctionable building plan and other related documents, namely procedure and methodology for construction, quality assurance plan and engineering & construction time schedule.

**I.** The Selected Bidder and the Lessee hereby warrant and represent as follows :

- a.** The DPR conform to minimum developmental requirements as provided in the RFP.
- b.** The DPR has been prepared according to extant building rules (read with land use plan, if any).
- c.** The DPR contains the requirements for both the EWS units, Non-Residential Thematic Development Zone as well as development of the balance area of the Project in conformity with the requirement of the RFP.
- d.** Phases in which development has to be made has been clearly stated in the DPR prepared by the Lessee as approved by the Lessor.
- e.** It has clearly defined the Residential, Basic Urban Infra Amenities, Basic Urban Infra Facilities, Non-Residential Thematic Economic Zone and other allied facilities to be developed in each phases.



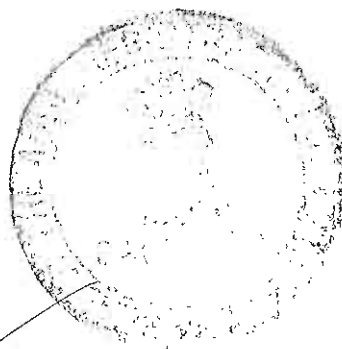
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- J. The Lessor through **Siliguri Jalpaiguri Development Authority** has on 21.10.2019 approved the DPR/Master Plan (including the necessary modifications/amendments thereto) prepared by the Selected Bidder /Lessee and the said DPR/ Master Plan (including modifications/ amendments thereto) is being made part of this Lease Deed and the detailed DPR is more particularly described in the **SCHEDULE-C** herein.
- K. The Lessor is authorized to accept the premium reserved for grant of lease on its behalf. The Selected Bidder and/or Lessee has since paid to the Lessor the entire premium reserved for grant of lease and has now become entitled to a lease of the Said Project Area from the Lessor.
- L. The Selected Bidder has joined in as a confirming party in this Lease Deed to confirm that being the Selected Bidder and a shareholder of the Lessee, it shall conform to the terms and conditions of the RFP and this Lease Deed, as may be applicable to it. The Selected Bidder shall be jointly and severally liable for the execution of the Project in accordance with the terms of this Lease Deed.
- M. The Lessor has now agreed to grant to the Lessee a lease of the Said Project Area for a period of 99 (ninety nine) years from the date of and the Lease Agreement and on the terms and conditions as hereinafter contained.

**NOW THIS DEED OF LEASE WITNESSETH** as follows:

- I. In consideration of a premium of Rs. **78,93,88,919/- (Rupees Seventy Eight Crores Ninety Three Lakhs Eighty Eight Thousand Nine Hundred and Nineteen)** only paid by the Lessee/ Confirming Party to the Lessor at or before the execution of these presents (the receipt where of the Lessor do there by admit and acknowledge) and in further consideration of the annual lease rent



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hereby reserved and of the terms, conditions and covenants hereinafter contained and on the part of the Lessee/ Confirming Party to be paid observed performed and fulfilled, the Lessor doth hereby demise unto the Lessee **ALL THAT** piece and parcel of land containing by measurement an area of 81.19 Acres more or less, situate at Mouza Dabgram, J. L. No.2, Block Rajganj, Police Station : New Jalpaiguri, District : Jalpaiguri, West Bengal, fully described in the schedule being **SCHEDULE-A** hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred to as the "**SAID PROJECT AREA**" (which expression shall, wherever the context so requires or permits, also mean and include the buildings to be constructed thereon) **TO HAVE AND TO HOLD** the same unto the Lessee for a period of 99 (ninety nine) years commencing from the date of signing of this Lease Deed (hereinafter referred to as the "**DATE OF COMMENCEMENT OF LEASE**" and/or "**EFFECTIVE DATE**") **YIELDING AND PAYING THEREFOR** unto the Lessor during the said term, an annual lease rent calculated at the rate of Re.1/- (Rupees One) only per acre per annum from the date of commencement of lease (hereinafter referred to as the "**RENT**") without any deduction or abatement whatsoever on or before the 30<sup>th</sup> day of the April every year of the demise for which the same is paid.

- IA.** With this Lease Deed the Lessor has agreed to handover vacant and peaceful possession of the Said Project Area to the Lessee on completion of the registration of the Lease Deed.
- IB.** The Lessee shall be handed over the possession of the Project Land for the Township on As-Is-Where-Is Basis, 'Caveat Emptor' and 'No Complaint' basis



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only. Prior to hand over of possession of the Project Land, a joint survey has been carried out by the Lessor/ WBHIDCO and the Lessee, for determination of the exact area of the Project Land and the Lease Premium has been fixed accordingly.

**IC.** The Lessor has approved a Global FSI of 2 for the theme township and necessary notification for the same is under finalization.

**II. AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR** as follows:

- 2.1 To regularly and punctually pay the rent herein reserved to the Lessor on the days and in the manner herein mentioned without any deduction or abatement whatsoever.
- 2.2 To pay and discharge all existing and future municipal /Panchayat rates, taxes, revenues, assessments, impositions and outgoings (including interest and penalties in case of delayed payment) whatsoever which now are or during the said term shall be imposed or charged upon the demise of the Said Project Area and which may be payable by the owner or occupier thereof whether in respect of the demise hereby created, the land comprised in the Said Project Area or the building(s) to be erected thereon.
- 2.3 To develop the Township Project in line with the requirement of the RFP by starting construction of the building(s) and amenities on the Said Project Area including the EWS Dwelling Units, other Residential Units, Basic Urban Infrastructure Amenities, Basic Urban Infra Facilities, Non-Residential Thematic Economic Zone and other allied facilities as may be allowed by the municipal and appropriate authorities and in terms of the

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RFP within **8 (eight)** years from the execution of this Lease Deed subject to it complying the terms and conditions of the West Bengal Town & Country (Planning & Development) Act 1979 including amendments thereof, Township Policy of West Bengal, all applicable rules & regulation in force, Lease Deed, DPR and in accordance with the plan sanctioned and specifications to be approved by the appropriate authority/body and according to the rules and regulations framed for the use of the Said Project Area and to complete construction thereof to the satisfaction of the Lessor within a period of 8(eight) years from the date of the Lease Agreement **PROVIDED HOWEVER** that the Lessor may extend the timeline by another 2 years in case of exceptional circumstances. **FURTHER PROVIDED HOWEVER** that upon failure of the Lessee to comply with such covenant to commence and complete construction of the building(s) within the time originally fixed or as may be extended by the Lessor, the lease shall be liable to be terminated by the Lessor and the Lessor entitled to re-enter in to or upon the Said Project Area and obtain possession thereof.

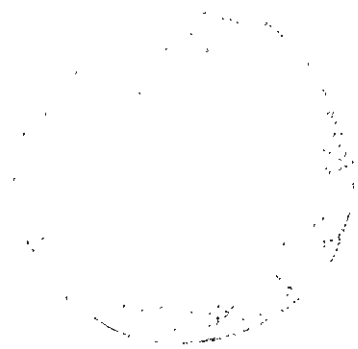
- 2.4 To comply with and follow all applicable laws, rules and regulations for construction and use, enjoyment and possession of the demised premises and the building(s) to be erected thereon [including but not limited to the Land Use Development and Control Plan (LUDCP)/ the Building Rules of the concerned Corporation /Municipality /Panchayat any other Local Authority] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof and to keep the Lessors saved harmless and indemnified for all losses claims and demands which the

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Lessor may suffer or be put to by reason of any breach or alleged breach of this covenant.

- 2.5 To obtain at its own cost all permissions and licences approvals from Governmental Authorities and other Statutory bodies which may be necessary to make construct, erect, hold, use and/or enjoy the development on the demised premises and operate and maintain the Project in accordance with the terms of the Lease Deed and Applicable Laws within 6 months from the date of issuance of LOI unless otherwise extended by the Lessor in exceptional circumstances and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility, keeping the Lessor saved harmless and indemnified in this regard. The Lessor may, on no recourse basis, render all assistance in obtaining such approvals and sanctions. Failure of obtaining all permissions and licences approvals from Governmental Authorities and other Statutory bodies which may be necessary to make construct, erect, hold, use and/or enjoy the development within the stipulated time period may result in cancellation of LOI and forfeiture of Bid Security/ Performance Security.
- 2.6 To keep the demised premises and the building(s) thereon in a neat and clean manner and hygienic condition free from all sorts of nuisance and not to allow accumulation of any water, waste, dirt or garbage in any part thereof which is or can be at risk to the health of the occupants of the demised premises and the building(s) thereon or of the nearby properties at any time.

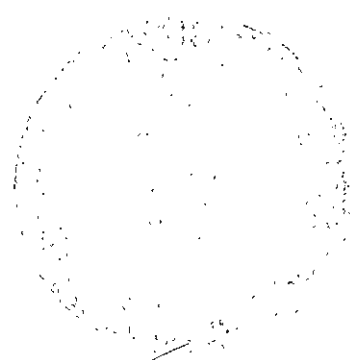


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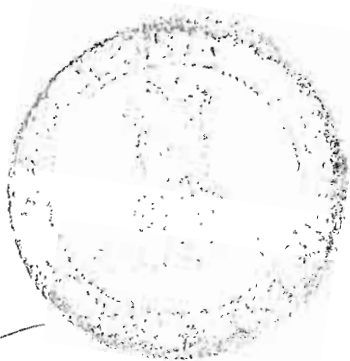


- 2.7 To maintain and keep all structures to be erected on the Said Project Area in good and habitable condition.
- 2.8 To make all arrangements for security, firefighting and fire safety and all necessary civic facilities and amenities as may be required for preservation and protection of the Said Project Area at its own cost and to the satisfaction of the Lessor and to carry out regular maintenance and replacement of electrical wirings, installations and appliances thereat.
- 2.9 To allow the Lessor, its agents and servants with 24 hours' previous notice in writing (except for emergencies when no such notice would be required) to enter into and upon the Said Project Area and all structures thereon and view the state and condition hereof and to give or leave notice of any defect in such condition which the Lessee shall be liable to make good within 15 days after such notice has been given or left.
- 2.10 To make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Said Project Area and to keep the Lessor saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Said Project Area, on the expiry or sooner determination of this Lease Deed, the Lessee shall be liable to make payments for the same to the concerned authority notwithstanding the expiry or determination of this lease.
- 2.11 To execute to the satisfaction of the Lessor, all works and observe and perform all such rules and conditions which shall appear to the Lessor or



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- to the appropriate authorities of the State to be necessary or desirable in order to keep the Said Project Area in good sanitary order and condition.
- 2.12 To take steps to ensure that no third party may encroach in to or upon any portion of the Said Project Area or the building(s) to be erected thereon.
- 2.13 To pay the applicable development fee to the Lessor or such other Governmental Authority as may be prescribed under Applicable Law.
- 2.14 To allow any person authorized by the Lessor to inspect, repair and clean sewer lines and/or manholes or to do any other works in connection therewith, within the Said Project Area without any obstruction or hindrance by the Lessee or by any of its men and agents.
- 2.15 To develop the township in compliance with the DPR approved by the Lessor and ensure phase wise development in a manner such that the development of each phase shall conform to the minimum provisions of the township policy/ rules, applicable development control regulation, land use, development control plans as may be applicable, rules & regulation of the concern Municipality and the DPR approved by the Lessor.
- 2.16 To undertake marketing activities, at its own costs and expenses of the Built-up Project Area to intending end-users and make its best endeavours in this regard.
- 2.17 To purchase and maintain, at its cost and expense, such insurance as are necessary, including but not limited to the following:
- Builder's all risk insurance;



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- Loss, damage or destruction of the development facilities and services, at replacement value;
- Comprehensive third party liability insurance including injury or death to personnel of the Lessor and others who may enter the Site;
- Workmen's compensation insurance;
- Storage cum erection insurance; and
- Any other insurance that may be necessary to protect the Lessee, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as defined in the Lease Deed) those are insurable.

The Lessee shall, from time to time, provide to the Lessor, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Lessee in accordance with this Agreement.

The Lessee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid and furnish copies of the same to the Lessor. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Lessor in writing. If at any time the Lessee fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Lessor, may at its option, purchase and maintain such insurance and all sums incurred by the Lessor, therefore, shall be reimbursed by the Lessee forthwith on



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demand, failure of which shall amount to event of default on the part of the Lessee.

- 2.18 To develop and/or procure all internal infrastructure linkages required for the Project including but not limited to road, electricity supply, water supply, waste water and solid waste disposal and storm water drainage. The Lessor will facilitate for the provisions with respective Government department and agencies at no cost to itself and it shall be the responsibility of the Lessee to fulfill any monetary or other compliances as may be required by such Government Department and Agencies.
- 2.19 To bear all expenses and cost of the Project including but not limited to preparation of Master Plan, DPR, obtaining approvals for the Project, construction, supervision and transfer to end users.
- 2.20 To regularly and punctually make payment of the fees and/or charges of the Professional Team and Building Contractor, as may be necessary and/or required for the purpose of the development of the Project Area.
- 2.21 To clear, upon the completion of the development of each phase of the Project, such area of the Project Land of debris and remove unused materials, machinery and equipment that are not required and clear such area of the Project Land, if all temporary structures, site offices, labour campus, utility lines and other temporary constructions erected and constructed for the development of the Project and which are not required for any purpose.
- 2.22 To operate and maintain, at its own cost and expenses, the common infrastructure and facilities in any residential complex in any part of the

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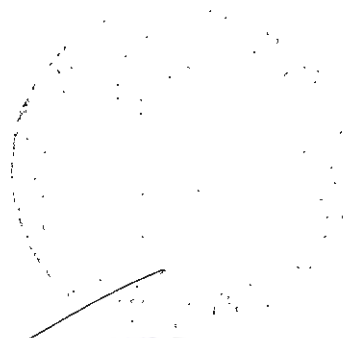


Said Project Area post completion of construction thereof, till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the common infrastructure and facilities of the residential complex and taking over such responsibility by such association, society or company.

- 2.23 To operate & maintain the common infrastructure of the project including road, water, sewerage, drainage etc. till the transfer of the same to the Agency/ ULB notified by the Lessor provided that such transfer shall not be notified till the completion of the Minimum Development Obligation, Basic Urban Infrastructure Amenities as per the approved DPR.
- 2.24 To develop and set up the Core Infrastructure and other development for different phases of the Project as per the DPR containing minimum requirement as provided in clause C of the recital.
- 2.25 To comply, in addition to the above provisions, with the restrictions and guidelines more fully stated in schedule being **SCHEDULE-B** hereunder and the development shall be in compliance with the DPR (and any amendments or modifications thereto) more particularly described in **SCHEDULE-C** hereunder.
- 2.26 Not to use or allow the Said Project Area or any part thereof or any construction thereon for any illegal or immoral purposes or for any noisy or offensive trade or business.

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- 2.27 Not to amalgamate the Said Project Area or any part thereof with any other plot or plots of land without the prior written permission of the Lessor.
- 2.28 Not to remove any earth from the Said Project Area for any purpose other than for the purpose for which the land is demised, which earth should be used for re-filing of trenches excavated for construction and not to cause any damage or depreciation to the Said Project Area.
- 2.29 Not to bring in or store or allow to be brought in or stored in the Said Project Area or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Said Project Area and/or the structures to be constructed there on and not do or allow to be done on the Said Project Area anything that may deteriorate the value of the Said Project Area or injure the same in anyway, except in accordance with law.
- 2.30 Not to allow the Said Project Area or any construction thereon to be used in a manner which is not in conformity to the RFP
- 2.31 Not to assign and/or transfer its right or interest in the demised premises or any part thereof (except by way of sub-lease, sub-letting or any other mode or manner not amounting to a complete assignment of Lessee's right title and interest in the Said Project Area as described hereinafter in clause 3.2) without previous approval in writing of the Lessor. A transferor assignment which is restricted hereby, shall also include transfer or assignment by way of amalgamation, reconstruction or any other mode or manner by which the lease hold interest of the Lessee is



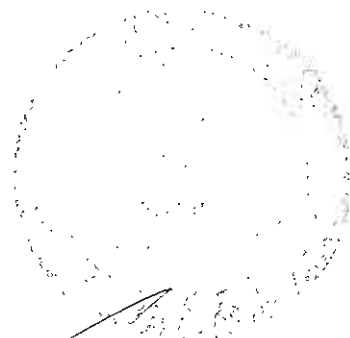
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DEPARTMENT OF CULTURE AND HERITAGE  
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transferred to any other person, without the approval in writing of the Lessor with necessary concurrence of the Government of West Bengal first had obtained Provided However That the Lessee shall have the right to mortgage or charge its lease hold interest in favour of Scheduled Banks/Financial Institutions. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Lessee to the Lessor and WBHIDCO. In case of default in making due payment of the financial facilities by the Lessee in terms of such Loan Agreement(s), such Scheduled Banks/ Financial Institutions shall have the right to substitute the Lessee and appoint a new Lessee at the place and stead of the defaulter Lessee, as per the terms prescribed by the Lessor and/ or WBHIDCO, provided however that such substitute agency shall also fulfill the technical and financial qualification prescribed herein and substitution shall be carried out with the consent of the Lessor and on completion of such documents as may be prescribed by the Lessor

2.32 Not to encroach or allow or suffer any encroachment to be made upon the adjoining roads or any portions of lands surrounding the Said Project Area or upon any other adjoining land whatsoever.

2.33 Not at any time during the term of this lease, to open or work or dig any quarries for clay, gravel or sand, in upon or under the Said Project Area and the Lessee agrees that the Lessor reserves the right to all minerals in the Said Project Area together with such rights of way and any other reasonable facilities as be requisite for mining, gathering and carrying away such minerals.



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- 2.34 Not to make the Lessor liable nor any liability be contracted in the name of the Lessor for any obligation of the Lessee in connection with the Project .
- 2.35 Not to keep or leave at any time during the term of this lease the demised premises and/or any building(s) erected thereon unused, unattended or locked for a period of more than 10(ten) months.
- 2.36 Not to claim any damage or compensation for delay in providing any infrastructural facility such as sewerage connection, water supply, electricity connection for the Said Project Area or for any other similar cause or nature.
- 2.37 Not to do or cause to be done in or upon the Said Project Area or any part thereof or in the building(s) that may be erected thereon, any act, thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised premises or to the owners or occupiers of any adjoining or neighbouring land or premises.
- 2.38 Not to undertake any other business during the Lease Period except for development of the Project or in connection therewith.
- 2.39 Not to expose the Lessor, its officers and/or directors/employees to any liability incurred pursuant to the obligations of the Lessee as set out in this clause which will include but not be limited to costs, charges, claims, actions, suits, damages or any other loss or any proceedings and shall keep the Lessor, its officers and directors/employees always indemnified from all the aforesaid liabilities.



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2.40 The engagement of any third party by the Lessee and engagement of the Independent Engineer to assist the Lessee in connection with the performance of the Lessee's duties under this Agreement shall in no way limit, or relieve the Lessee of, the Lessee's obligations under this Agreement.

2.41 At the expiry of the term hereby granted or sooner determination thereof, the Lessee shall make over vacant and peaceful possession of the Said Project Area to the Lessor together with all buildings and constructions erected thereon, free from all encumbrances, charges, mortgages and without payment of any cost or compensation for the buildings/structures existing at the time of expiry of lease or sooner determination thereof.

**IIA. AND THE SELECTED BIDDER DOETH HEREBY COVENANT WITH THE LESSOR** as follows :

2A.1 To confirm the terms and conditions of the RFP and this Lease Deed.

2A.2 To be jointly and severally liable for the execution of the Project in accordance with the terms and conditions of the RFP and this Lease Deed.

2A.3 Not to undertake or permit any change in Ownership of the Lessee, except with the prior written approval of the Lessor **PROVIDED HOWEVER** as long as the Selected Bidder holds and continues to hold the minimum equity in the Lessee as provided hereunder, no prior written approval is required to be obtained from the Lessor :

2A.3.1 In case of single entity, the Selected Bidder shall legally and beneficially hold 100% equity in the Lessee till the signing of the Lease Deed, 51% up



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till completion of the Minimum Development Obligation and 26% up till the completion of the Project.

2A.3.2 In case of Consortium, the Selected Consortium shall legally and beneficially hold 100% equity in the Lessee with Lead Member equity holding not less than 51% till the signing of the Lease Deed, 51% with minimum equity holding of the Lead Member at 26% up till completion of the Minimum Development Obligation and 26% with minimum equity holding of the Lead Member at 10% up till the completion of the Project. Further dilution of the equity structure of the Lessee be subject to the approval of the Lessor.

**III. THE LESSOR HEREBY COVENANTS WITH THE LESSEE** as follows:

- 3.1 The Lessee, paying the annual lease rent, the said rates and taxes, and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the Said Project Area during the term hereby created without any interruption, hindrance, disturbance or obstruction by the Lessor or any person claiming through under or in trust for the Lessor.
- 3.2 That the Lessee shall be entitled to sub-let, sub-lease or otherwise deal with or dispose of various plots, constructed spaces in the building(s) to be erected on the Said Project Area not amounting to any assignment of entirety of Lessee's interest in the Said Project Area on terms and conditions not contrary to or inconsistent with the terms of these presents, without need of any approval of the Lessor **PROVIDED**

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**HOWEVER** that the Lessee shall always keep the Lessor saved, harmless and indemnified from and against any losses claims or demands which the Lessor may suffer or be put to by reason of any such sub-letting or use and **PROVIDED HOWEVER** that such sub-letting or transfer shall be on the following conditions:-

(i) The End Users be made aware of and the following clauses be made an express part of such Agreements / Deeds of Sub-Lease with the End Users:-

- a) All amounts payable by an End User are meant for the Lessee alone and the Lessor takes no responsibility in that regard.
- b) The Lessor shall not be liable to in any way to the End User for entering into such Agreement, for payment of money to the Lessee or on any other head or account whatsoever.
- c) Lessor expressly disclaims all responsibility towards such End User and/or the Units in respect of which such Agreement is made with the End User and the End User releases Lessor from all liability in this connection whatsoever.
- d) The Lessee shall not be entitled to create possessory right or give possession of common infrastructure facilities or any part thereof to End Users.

(ii) The terms and conditions of the Sub-Lease shall include the following:

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- a) The Sub-Lease shall be subject to the terms and conditions stipulated herein as well as in the RFP, which shall accordingly *mutatis mutandis* apply to all such sub-lessees. The Sub-Lease shall specifically stipulate that all right, title and interest over the Said Project Area and the constructed spaces after expiry or sooner determination of the Lease shall vest in the Lessor without any claim or demand for compensation or otherwise by the Lessee or the End Users.
- b) Any violation of the terms and conditions of the Lease by the End Users or the Lessee will entitle termination of the respective Sub-Lease.
- c) The End User agrees and undertakes that the Sub-Lease shall be co-terminus with the Lease.
- d) The End User and Developer shall indemnify Lessor/ Authority in respect of any claim made against Lessor/ Authority by any statutory / other authority or any other party with regard to violation of the Lease.

3.3 The Lessee shall be entitled to create a Security Interest in respect of its rights under the Lease Deed including, its right to receive money from the intending end-users or other persons or any part thereof in favour of Scheduled Banks / Financial Institutions without however in any manner creating or foisting any liability on the Lessor. The Lessee can mortgage the leasehold interest only (and not the demised land itself) on the demised land, whether in full or in part. Apart from confirming to such

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lending institutions that the Lessee would have such right to create a security interest in respect of its rights hereunder including the Lease Deed(s), the Lessor would have no financial obligation towards the Scheduled Banks/ Financial Institutions. The Lessee shall always keep the Lessor saved, harmless and indemnified from and against any losses, claims or demands which the Lessor may suffer or be put to by reason of any such sub-letting or use. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Lessee to the Lessor. In case of default in making due payment of the financial facilities by the Lessee in terms of such Loan Agreement(s), such Scheduled Banks/Financial Institutions shall have the right to substitute the Lessee and appoint a new lessee in the place and stead of the defaulter Lessee, on the terms prescribed by the Lessor and provided however that such substitute lessee shall also be liable to fulfill the technical and financial qualifications prescribed in the RPF and substitution shall be carried out with the consent of the Lessor and compliance of necessary documents.

- 3.4. The Lessor shall make its best endeavour to provide all necessary assistance and facilitation to the Lessee in getting all Approvals and meet other requirements in order to ensure smooth completion of the Project. The Lessor shall nominate a Nodal Officer to facilitate project implementation including co-ordination with various authorities for processing and granting the necessary Approvals.
- 3.5. The Lessor shall make its best endeavour to extend all necessary assistance to the Lessee, including liaisoning with the West Bengal Pollution Control Board (the **WBPCB**) to expedite the WBPCB's



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appraisal of the Project reports and documents and grant of various environmental approvals.

**IV. THE LESSOR AND THE LESSEE HEREBY AGREE AND COVENANT WITH EACH OTHER** as follows:

- 4.1 That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor to the Lessee at the address of the Said Project Area or sent by registered post/speed post addressed to the Lessee at the Said Project Area or to its last known address and that, the notice requiring to be given to the Lessor shall be sufficiently given if delivered at or sent by registered post/speed post addressed to the office of the Lessor. All changes of address of the Lessee shall be communicated by the Lessee to the Lessor in writing within a reasonable period of its change.
- 4.2 That any relaxation and indulgence granted by the Lessor to the Lessee shall not in any way prejudice the rights of the Lessor under this Deed of Lease.
- 4.3 That the failure of the Lessor to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed of Lease or the rights and obligations of the parties hereto. The Lessee agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.



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- 4.4 That any statutory powers as may have been or will be conferred upon the Lessor shall automatically apply to the Said Project Area and provisions in that respect shall be deemed to have been incorporated in these presents by way of reference and the Lessee is deemed to have constructive notice thereof.
- 4.5 That the terms and conditions of the lease shall be subject to changes of policy of the Lessor from time to time and the Lessee shall abide by the same.
- 4.6 The Lessor shall be entitled to monitor the development of Said Project Area at the execution phases to determine whether the Project is being implemented in accordance with the provisions of this Agreement, the Project Implementation Schedule / Project Milestone as provided in the DPR and Good Industry Practice. The Lessor shall be at liberty to engage an/has engaged an Independent Engineer for day to day monitoring of the Project, at the cost of the Lessee for monitoring & certifying for progress of the work, compliance with the stipulated guidelines and to confirm the development as per plan within stipulated timeframe. The role of the Independent Engineer would be to oversee the implementation of the Project by the Lessee, to determine whether Development Milestones has been met, and whether deviations, if any, are material from the agreed Development Milestones and the approved plans, designs and drawings have been made. The view of the Independent Engineer shall be ascertained before according Building Plan approval for future phases. The cost of the Independent Engineer shall be borne by the Lessor.



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4.7 The Lessee shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder.

(a) **Period Reports**

The Lessee shall keep the Lessor adequately informed as to the level of development of Project and for this purpose the Lessee shall furnish to the Lessor reports setting forth in reasonable detail the progress achieved in the execution of the development of the Project. These reports should be submitted within the 10<sup>th</sup> day of each calendar month, starting from the date of the Lease Agreement. These reports shall contain the summary of progress of development of Project and indicate the actual and scheduled completion of the Project. Submission of the Report indicating the actual completion of the Project beyond the scheduled completion shall not in any way signify the Lessor's consent to delay or extension of time for completion.

(b) **Other Project Information**

The Lessee will provide any and all information to the Lessor promptly after becoming aware of any actual, pending or threatened material litigation, arbitration, claim or labour dispute relating to the development of the Said Project Area.

(c) **Inspection**

The Lessor/the Independent Engineer shall at all reasonable times have access to the Site to inspect and examine the works, materials, equipment and workmanship for compliance thereof

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with the provisions of this Agreement, including the Good Industry Practice and to check the progress of the works etc. and the Lessee shall provide necessary cooperation and assistance to them in this behalf. The Independent Engineer shall be required to inspect and submit monthly reports to the Lessor directly.

Provided that any failure on the part of the Lessor/Independent Engineer to inspect or after inspection to point out deficiencies in any work, material, equipment and workmanship shall not, in relation to such work material, equipments or workmanship (i) amount to any consent or approval of the Lessor nor shall the same be deemed to be a waiver of any of the rights of the Lessor under this Agreement; and (ii) release or discharge the Lessee from its obligations or liabilities under this Agreement in respect of such work, etc.

- 4.8 For securing the due and punctual performance of its obligations relating to the Project as per the terms and conditions of this Lease Deed, the Selected Bidder/ Lessee has, on 21.11.2019 delivered to the Lessor an unconditional and irrevocable bank guarantee, issued by a scheduled bank in India having a net worth of at least Rs.1000 Crores, for **Rs.7,50,24,524/- (Rupees Seven Crores Fifty Lakhs Twenty Four Thousand Five Hundred and Twenty Four)** only being a sum equivalent to 10% of the Financial Bid quoted by the Selected Bidder and accepted in favour of the WBHIDCO from a Scheduled Bank and payable and enforceable at Kolkata, in the format specified in the RFP document

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(the "**PERFORMANCE SECURITY**") and the Lessee shall maintain the said Performance Security till **8 (Eight)** years from the date of completion of the Project.

- 4.9 If the Lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (including for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a receiver to be appointed in respect of any of their properties and effects or notwithstanding anything in these presents contained, if the Lessee is in breach of any of the terms, conditions and covenants contained in these presents and on its part to be paid observed or performed and the Lessor calling upon the Lessee to rectify the breach complained of and such breach not being cured or rectified to the Lessor's satisfaction within a period of 6 (six) months from the date of service of such notice, then and in any of such cases, it shall be lawful for the Lessor or any person duly authorized by it without any further notice at any time thereafter to treat this demise as determined and to re-enter into and upon the Said Project Area or any part thereof and the same to have again re-possession and enjoyed as in its former estate and without being liable to pay any cost or compensation for the Said Project Area or the buildings or structures thereon which shall vest in the Lessor on such termination and notice of resumption, but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein

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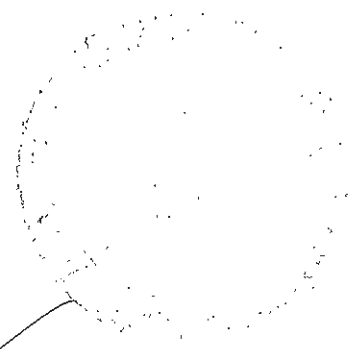
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contained. In such an event, the Lessor shall forfeit and appropriate the entire amount of Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Lessor for, inter alia, time, cost and effort of the Lessor, without prejudice to any other right or remedy that may be available to the Lessor.

4.10 That if it is found that the lease of the Said Project Area has been obtained by the Lessee by misrepresentation or fraud or one or more of the bid conditions have not been met by the Selected Bidder or the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, or failure to meet any of the Project Milestones, the Lease shall stand determined and the Lessor entitled to its rights contained in clause 4.9 above, without the Lessor being liable in any manner whatsoever to the Lessee.

4.11 The obligation of the parties is subject to Force Majeure conditions as set out hereunder:

If at any time during the continuation of the Lease, the performance in whole or in part of any obligation of either party under the Lease shall be prevented or delayed by reason of any war, fires, floods, earth quake, riot, storm, strike, lockout, civil commotion, air raid or any other Act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "**EVENTS**"), neither party shall by reason of such event, be entitled to terminate the Lease nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the performance under

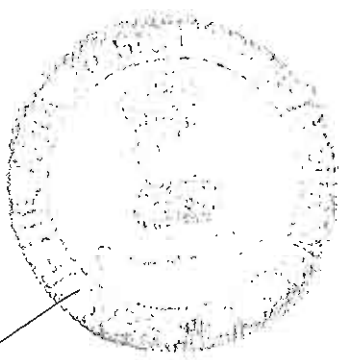


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KOLEKSI MANUSKRIP  
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the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

- 4.12 That in the event of the Said Project Area or any part thereof or any structure thereon being materially damaged or destroyed by earthquake, tempest or other act of God or any irresistible force or fire, not caused by any act or neglect on the part of the Lessee so as to render the demised premises or any part thereof substantially and permanently unfit for the purpose for which it has been let, this lease shall at the option of the Lessee be void.
- 4.13 Notwithstanding anything to the contrary contained in the RFP, the provision of the Lease Deed shall have overriding effect and shall prevail over the terms of the RFP to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Selected Bidder/Lessee under the RFP shall continue to have effect in addition to its obligations under this Lease Deed.
- 4.14 That in case of any dispute in the interpretation of any of the clauses of the terms and condition contained in this Deed of Lease, the decision of the Lessor shall be final and binding. Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of this Deed of Lease, the lease to be granted in favour of the Lessee which cannot be settled by mutual negotiation within 60 (sixty) days, shall be referred to the sole arbitration of an Arbitrator to be appointed by the Principal Secretary of the Urban Development & Municipal Affairs Department of the GoWB.



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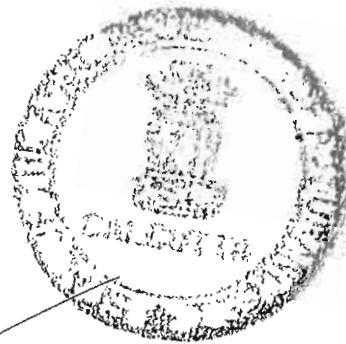
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Such arbitration shall be held according to the provisions of the Arbitration and Conciliation Act, 1996 and any modification or reenactment thereto. The venue of the arbitration proceedings shall be at Kolkata and language of the arbitration shall be English. The arbitration awards shall be final and binding upon the parties and the parties agree to be bound thereby and to act accordingly. When any dispute has been referred to arbitration, except for the matters in dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations.

4.15 That both the Lessor and the Lessee expressly agree for registration of these presents. The cost of preparing, stamping and registering this Deed of Lease shall be borne by the Lessee.

4.16 Courts at Kolkata alone shall have exclusive jurisdiction to try and entertain all disputes arising out of this Deed of Lease and the transactions contemplated herein.



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## SCHEDULE - A

### (Description of the Said Project Area)

**ALLTHAT** piece and parcel of land containing an area of 81.19 acres, more or less, situate, lying at different Dags in Mouza Dabgram, J.L. No.2, Block-Rajganj, P.S. New Jalpaiguri (erstwhile Bhaktinagar), under Fulbari-I Gram Panchayat, District-Jalpaiguri, West Bengal, as detailed below and delineated in the map or plan annexed hereto and bordered red thereon and butted and bounded as follows, this is to say:

On the <b>NORTH</b>	:	River Mahananda.
On the <b>EAST</b>	:	Land of Siliguri Jalpaiguri Development Authority.
On the <b>SOUTH</b>	:	Railway Land.
On the <b>WEST</b>	:	Village.

Sl. No.	R.S. Dag No.	Area under Project (Acre)
1	20	0.34
2	21	1.56
3	22(P)	1.88
4	23	1.15
5	24	0.62
6	25(P)	0.58
7	27(P)	0.80
8	28	0.49
9	29	1.18
10	30	0.66
11	31(P)	2.55
12	32(P)	0.73
13	33(P)	0.40
14	36(P)	0.30
15	37(P)	1.90
16	49(P)	3.38
17	50(P)	1.80

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Sl. No.	R.S. Dag No.	Area under Project (Acre)
18	61	0.25
19	62	0.27
20	63(P)	1.70
21	64(P)	1.66
22	65(P)	0.08
23	66	0.52
24	68	0.70
25	69	0.81
26	70	2.10
27	71	0.51
28	72(P)	0.90
29	73(P)	1.14
30	74(P)	0.42
31	117(P)	1.96
32	118(P)	0.39
33	119(P)	0.02
34	121(P)	0.44
35	134	0.18
36	137(P)	1.71
37	138	0.35
38	139	3.47
39	140	0.30
40	141	0.10
41	142(P)	0.82
42	144	0.30
43	145	0.48
44	146	1.83
45	147	0.14
46	197(P)	0.02
47	198(P)	1.17
48	199(P)	0.07
49	205(P)	0.53
50	206	1.62
51	40/194(P)	0.02

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Sl. No.	R.S. Dag No.	Area under Project (Acre)
52	51(P)	1.08
53	51/216	0.32
54	51/217(P)	0.33
55	51/218	0.85
56	52(P)	0.65
57	53(P)	4.27
58	53/219(P)	4.62
59	54(P)	1.81
60	54/227	0.11
61	54/228(P)	1.65
62	54/231	0
63	54/232(P)	1.31
64	55	0.86
65	55/204	1.47
66	55/465	0.30
67	55/466(P)	0.16
68	55/469(P)	0.03
69	56	2.70
70	56/234	1.66
71	56/240	0.27
72	56/241	0.61
73	56/242(P)	0.30
74	214(P)	1.06
75	215	0.27
76	220(P)	3.36
77	221	0.13
78	222	3.31
79	223	0.09
80	224(P)	0.31
--	<b>Total Land :</b>	<b>81.19</b>

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

**SIGNED AND DELIVERED** for and on behalf of

the **LESSOR** by Mr. **INDRAWIL BHATTACHARYYA**

, duly authorized by the Lessor by resolution dated **22/06/2020** of its Board in this regard at **Kolkata** in the presence of:

**24/06/2020**  
General Manager (Admin.)  
WB HIDCO Limited

*[Signature]*  
**Jt. Managing Director (Admin.)**  
**WBHIDCO LTD.**

**SIGNED AND DELIVERED** for and on behalf of

the **LESSEE** by Mr. **SAURAV CHAUDHURI** its

**DIRECTOR**, pursuant to a resolution of its

Board of Directors passed at its meeting held on

**20/03/2020** at **Kolkata** in the presence of:

Ambuja Neotia Teesta Development Pvt. Ltd.  
*[Signature]*  
Director

*[Signature]*  
(Partha Chakravarty)  
S/o Mr. D.K. Chakravarty  
AMBUJA NEOTIA GROUP,  
ECOSPACE BUSINESS PARK,  
Block - 4B, Kolkata - 700160

**SIGNED AND DELIVERED** for and on behalf of

the **SELECTED BIDDER** by Mr. **PRAMOD RANJAN DWIVEDI**,

**WHOLE TIME DIRECTOR**

, duly authorized by the Selected

Bidder by resolution dated **19/12/2017** of its Board

in this regard at **Kolkata** in the presence of:

For Ambuja Housing and Urbs.  
Infrastructure Company Limited  
*[Signature]*  
Whole Time Director

*[Signature]*  
(BINI DUTTA)  
S/O Mr. ANIL KUMAR DUTTA  
AMBUJA NEOTIA GROUP  
ECOSPACE BUSINESS PARK,  
Block 4B, KOLKATA - 700160

Drafted by  
Saptarshi Roy  
Adv.  
40 For and Mandal  
25B, A.J.C. Bose Road - Kol-17  
F/1621/2011

WPHDC LTD.  
Jl. Mangrove 2, Krayan, Labuan  
Lombok, Nusa Tenggara Barat



*[Handwritten signature]*

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15 JUL 2020



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-202021-003414530-2 Payment Mode Counter Payment  
GRN Date: 10/07/2020 14:40:32 Bank : AXIS Bank  
BRN : 00510072020SST622258610 BRN Date: 10/07/2020 00:00:00

DEPOSITOR'S DETAILS

Id No. : 2000676177/17/2020  
[Query No./Query Year]

Name : AMBUJA NEOTIA TEESTA DEVELOPMENT PVT  
Contact No. : LTD 40406060 Mobile No. : +91 6292121232  
E-mail : supratickdas.gupta@ambujaneotia.com  
Address : ECOSPACEBUSINESSPARKBLOK4B6THFLRNEWTOWNKOL160  
Applicant Name : Mr Saptarshi Roy  
Office Name :  
Office Address :  
Status of Depositor : Advocate  
Purpose of payment / Remarks : Transfer of lease, Assignment of Lease by Govt./Govt.  
Authority/Govt. Undertaking/SPV Payment No 17

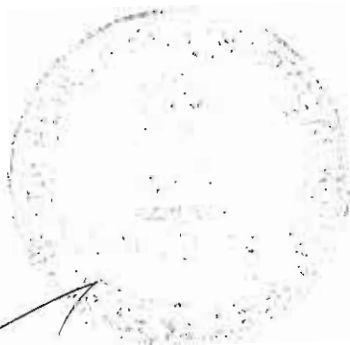
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	2000676177/17/2020	Property Registration-Stamp duty	0030-02-103-003-02	47363371
2	2000676177/17/2020	Property Registration- Registration Fees	0030-03-104-001-16	8644150

Total

56007521

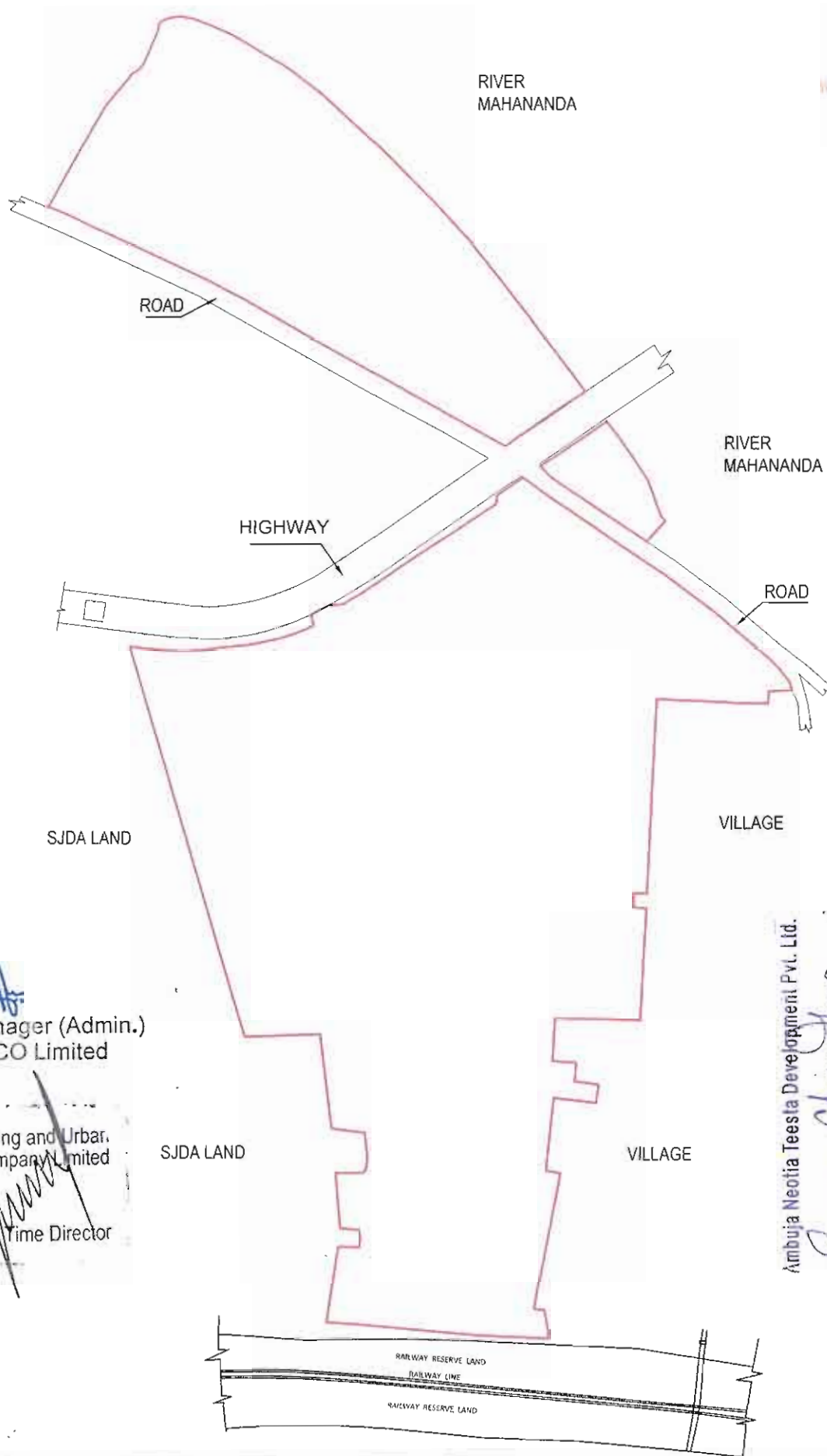
In Words : Rupees Five Crore Sixty Lakh Seven Thousand Five Hundred Twenty One only



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OF ASSURANCES-I, KOLKATA  
15 JUL 2020

Map showing the "SAID PROJECT AREA" containing an area of **81.19 Acres**, more or less, in three land parcels, situate, lying at different Dags, as detailed in **Schedule A** hereto, in Mouza Dabgram, J.L. No. 2, Block-Rajganj, P.S. New Jalpaiguri (erstwhile Bhaktinagar), under Fulbari-I Gram Panchayat, District-Jalpaiguri, West Bengal and bordered in colour "RED".



  
General Manager (Admin.)  
WB HIDCO Limited

For Ambuja Housing and Urban  
Infrastructure Company Limited  
  
Whole Time Director

Ambuja Neotia Teesta Development P.v. Ltd.  
  
Director






ADDITIONAL REGISTRAR  
OF COMPANIES, KOLKATA  
15 JUL 2020

**SIGNATURE OF THE EXECUTANT / LESSOR/SELLER WITH PHOTO**

**UNDER RULE 44A OF THE L.R. ACT 1908**

**N.B.- L.H. BOX - SMALL TO THUMB PRINTS**

**R.H. BOX - THUMB TO SMALL PRINTS**

					
<b>LH</b>					
<b>RH</b>					

**ATTESTED**

*24/06/20*

**(INDRANIL BHATTACHARYYA)**

**General Manager (Administration)**

**West Bengal Housing Infrastructure Development Corporation Limited**



*[Handwritten signature]*

ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
15 JUL 2020



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAHCM0263D

नाम / Name  
ANBUJA NEOTIA TEESTA DEVELOPMENT  
PRIVATE LIMITED

निगमन/मठन की तारीख  
Date of Incorporation/Formation  
24/01/2011

21032018



Suman Chandra



आयकर विभाग

INCOME TAX DEPARTMENT

SAURAV CHAUDHURI

PARITOSH KUMAR CHAUDHURI

07/05/1975

Permanent Account Number

ACSPC8970F

*Saurav Chaudhuri*  
Signature

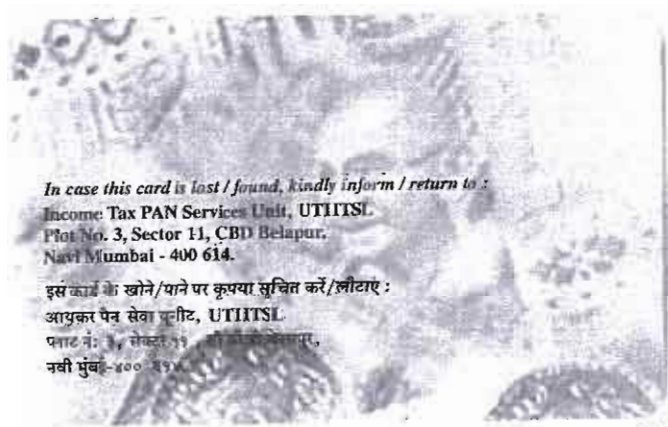


भारत सरकार

GOVT. OF INDIA



*Saurav Chaudhuri*



*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTIITSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड को खोने/पाने पर कृपया सूचित करें/झौटाएं :  
आयकर पैन सेवा यूनिट, UTIITSL  
प्लॉट नं: 3, सेक्टर 11, सीडीबी बेलपुर,  
नवी मुंबई-400 614

*Saurav Chaudhuri*





भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Government of India

नोंदविषयाचा क्रमांक / Enrolment No 117770078/00827

To,

मात्रम चौधरी  
Saurav Chaudhuri  
Flat No 3/16, MIG 2, Phase 2  
Near Doordarshan Kendra Kolkata  
Golf Green  
West: Bengal 700095  
8868826302

07/02/2013

Ref. 8408 / 13E / 110225 / 110226 / P



SH445366665DF



आपला आधार क्रमांक / Your Aadhaar No. :

7468 0111 9595

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
GOVERNMENT OF INDIA

मात्रम चौधरी

Saurav Chaudhuri

जन्म वर्ष / Year of Birth 1975

पुरुष / Male



7468 0111 9595

आधार - सामान्य माणसाचा अधिकार

Saurav Chaudhuri



भारत सरकार  
Government of India



AADHAAR

सूचना

- आधार ओळखीचे प्रमाण आहे; नागरीकत्वाचे नाही.
- ओळखीचे प्रमाण ऑनलाईन अधिप्रमाणा द्वारे प्राप्त करा.

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
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आधार देशभरात मान्य आहे.

आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.

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Aadhaar will be helpful in availing Government and Non-Government services in future.

13E / 110225



भारतीय विशिष्ट ओळख प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता फ्लॉर नं 3/16, फेज 2, फ्लॉर 2, प्लॉट नं 2, Address: Flat No 3/16, MIG 2,  
दूरदर्शन केंद्र जवळ, कोलकाता, पश्चिम बंगाल, Phase 2, Near Doordarshan  
Kendra, Kolkata, Golf Green,  
कोलकाता, पश्चिम बंगाल, प्लॉट नं 2, प्लॉट नं 2,  
700095 Kolkata, Golf Green, West Bengal,  
700095

Saurav Chaudhuri



1847

1800 180 1947



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P.O. Box No. 1947  
Bengaluru-560 001



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AMBUJA HOUSING AND URBAN  
INFRASTRUCTURE COMPANY  
LIMITED



27/01/2005

Permanent Account Number

AAFCA0904P

11032014





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PRAMOD RANJAN DWIVEDI

BAL MUKUND DWIVEDI

22/07/1973

Permanent Account Number

AFQPD3612Q

Signature



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Income Tax PAN Services Unit, UHSE,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

**यह कार्ड खो जाने पर कृपया सूचित करें/ लौटाएं :**

आयकर पैन सेवा यूनिट, UHSE,  
प्लॉट नं: 3, सेक्टर 11, सीडी बी, बेलपुर,  
नवी मुंबई-400 614.





ভারত সরকার  
Unique Identification Authority of India  
Government of India

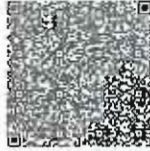
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Download Date: 18/08/2017

To  
প্রমোদ রঞ্জন ডিবেদী  
Pramod Ranjan Dwivedi  
UJL-010109 UJJWALLA THE CONDOVILLE  
Rajarhat Gopalpur(M)  
North 24 Parganas Hatiara  
West Bengal - 700157  
9831255455

Generation Date: 10/01/2014

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আপনার আধার সংখ্যা / Your Aadhaar No. :

**3388 1595 0531**

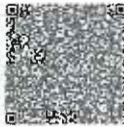
আমার আধার, আমার পরিচয়



ভারত সরকার  
Government of India



প্রমোদ রঞ্জন ডিবেদী  
Pramod Ranjan Dwivedi  
জন্মতারিখ/ DOB: 22/07/1973  
পুরুষ / MALE



**3388 1595 0531**

আমার আধার, আমার পরিচয়



Government of India

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

**INFORMATION**

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- This is electronically generated letter.

- আধার সারা দেশে মাল্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



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ঠিকানা:  
উজেএল-010109  
ইউজেএলডব্লিউএলএলএ টিএইচই  
সীওএনডীওডীআইএলএলই,  
রাজারহাট গোপালপুর (এম), উত্তর  
২৪ পরগনা,  
পশ্চিম বঙ্গ - 700157

Address:  
UJL-010109 UJJWALLA THE  
CONDOVILLE, Rajarhat  
Gopalpur(M), North 24  
Parganas,  
West Bengal - 700157

**3388 1595 0531**



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*Handwritten signature*





**BAR COUNCIL OF WEST BENGAL**

(STATUTORY BODY UNDER THE ADVOCATES ACT, 1961)  
2 & 3, KIRAN SANKAR ROY ROAD, KOLKATA - 700001  
PHONE : 2248 8956 / 7233

**IDENTITY CARD**



Name SAPTARSHI ROY

Advocate

Father's/Husband's Name

SUSANTA KUMAR ROY

*S. Siddhartha Mukhopadhyay*  
(SRI SIDDHARTHA MUKHOPADHYAY)  
CHAIRMAN EX-COMMITTEE

*Ansar Mandal*  
(ANSAR MANDAL)  
CHAIRMAN

Card No. C.-8818

Address Recorded on the Roll 513, Mahatma Gandhi Road,  
Kolkata-700082

Present Address - Do -

Enrolment No. F / 1621 / 2011

Date of Enrolment 23.11.2011

Date of Birth 22.08.1988

NB : Valid till WB No.  
is not assigned

*Date 12.2.12*

*[Signature]*  
Secretary/Assistant Secretary

*Saptarshi Roy*



ADDITIONAL REGISTRAR  
OF ASSURANCES, CALCUTTA  
15 JUL 2020

**SCHEDULE-B (RFP)**



ADDITIONAL REGISTRAR  
OF ASSURANCE-1, KOLKATA  
15 JUL 2020



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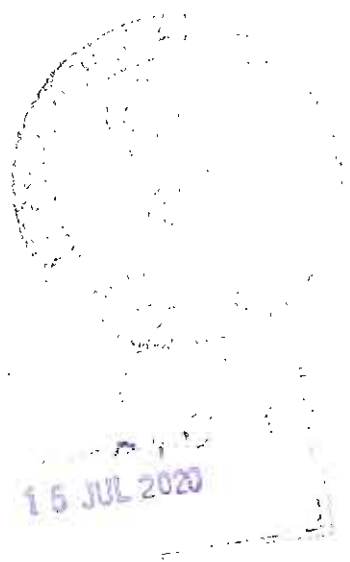
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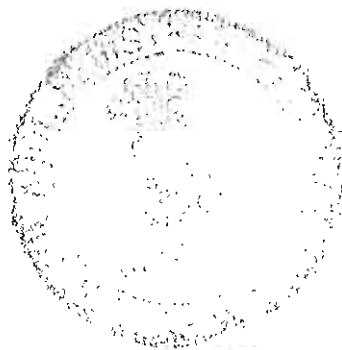
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## DISCLAIMER

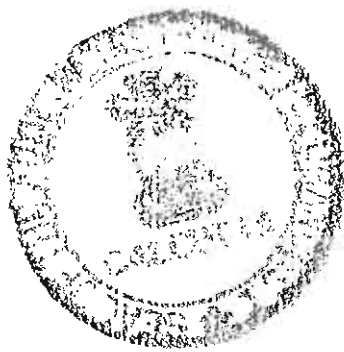
- i. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to bidder(s), whether verbally or in documentary or any other form by or on behalf of the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), Urban Development Department, Government of West Bengal (UD) or any of their employees or advisors or consultants, is provided to bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by WBHIDCO/ UD to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical and financial offers pursuant to this RFP (the "bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by WBHIDCO/ UD in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the WBHIDCO/ UD, its employees or advisors or consultants to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. WBHIDCO/ UD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.



15 JUL 2020



- iv. WBHIDCO/UD, its employees, advisors and consultants 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this bidding process.
- v. WBHIDCO/UD 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 RFP.
- vi. WBHIDCO/ UD 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 RFP.
- vii. The issue of this RFP does not imply that WBHIDCO/ UD is bound to select a bidder or to appoint the Selected Bidder or SPV, as the case may be, for the Project and WBHIDCO/ UD reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.
- viii. WBHIDCO/UD reserves all rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
- ix. 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 WBHIDCO/UD or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and WBHIDCO/ UD 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.



15 JUL 2020

## DEFINITION AND INTERPRETATION

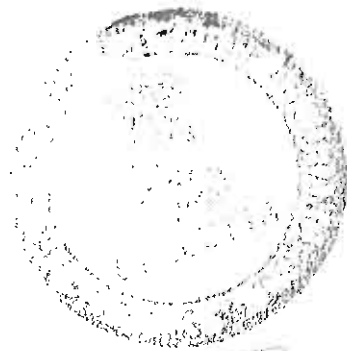
### Definitions:

The words and expressions beginning with capital letters and defined in this RFP document shall, unless the context otherwise requires, have the meaning hereinafter respectively ascribed thereto:

1. 'Agreement' shall mean the Lease Deed to be executed by the Department of Urban Development, Government of West Bengal in respect of the Project Land in favour of the company to be incorporated by the Selected Bidder under the Companies Act, 2013 for implementation of the Project in accordance with the provision of the RFP document.
2. 'Associate' shall mean in relation to the bidder/ consortium member, a person who controls, is controlled by, or is under the common control with such bidder/ consortium member (the "Associate").

Explanation:- For purposes of this definition, 'control' shall have the meaning as follows: Control with respect to any Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person, or (b) the possession, directly or indirectly, of a voting interest of more than 50% and a contractual shareholder or director with veto right in management matters.

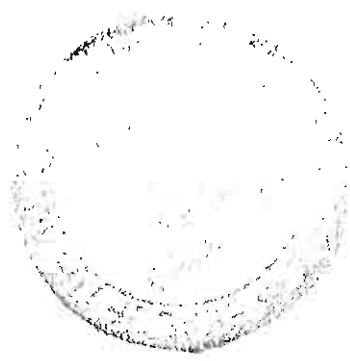
3. 'Authority' shall mean West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), a Government Company within the meaning of Section 617 of the Companies Act, 1956, under the administrative control of the Urban Development Department, Government of West Bengal, which has been authorized by the Urban Development Department, Government of West Bengal for carrying out the bidding process and other allied activities on its behalf.



REGISTRAR OF COMPANIES, KARNATAKA  
15 JUL 2020

4. 'Basic Urban Infrastructure Amenities' shall have the same meaning as defined in the West Bengal Town & Country Planning (Development of Township Projects Rules 2008) and subsequent amendments thereof.
5. 'Bid' shall mean the response submitted by the bidder in response to the RFP in accordance with the terms and conditions of this RFP, including clarifications and/or amendments, to the extent permitted, thereto.
6. "Bid Security or Earnest Money Deposit" shall mean the security furnished by the bidder as stipulated in clause 3.7 of the RFP document.
7. 'Bidder' shall mean the bidding entity, company or consortium of companies, as the context may admit or require, that submit their bid.
8. 'Bid Evaluation Committee' shall mean the committee constituted by WBHIDCO/ Lessor for evaluating the bids.
9. "Built up area" or "Floor Area" means the covered area of a building at all floors levels added together constructed.
10. "Completion Date" means the date on which Urban Development Department, Government of West Bengal / Independent Engineer issues the Completion Certificate confirming completion of the Minimum Development Obligation.
11. 'Conflict of Interest' shall mean as has been enumerated in Clause 2.1.10.
12. "Consortium" shall mean the reference to a group of legally constituted entities, subject to a maximum of 3 (three) including the Lead Member, each being a member of such consortium who have jointly submitted their bid for implementing the Project, in accordance with the terms of this RFP.
13. 'Consortium Agreement' shall mean an agreement to be entered into amongst all the members of the Consortium and forming part of their bid.
14. 'Due Date' shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.
15. 'Eligibility Criteria' shall mean the General, Financial and Technical criteria stipulated in this RFP documents, which the bidder is required to meet in order to be eligible for evaluation of his Bid.

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ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
15 JUL 2020

16. **'EWS Dwelling Units'** Shall mean all weather single unit or a unit in a multi storey super structure having a carpet area of upto 30 sq. mtr but not less than 28 sq. mtr with adequate basic civic infrastructure such as water, toilets, electricity etc confirming to National Building Code of India/other relevant BIS Code of Practices and in line with the DPR approved by the Lessor.
17. **'Global FSI'** shall mean total FSI permissible within the Project.
18. **'Independent Engineer'** shall mean the firm appointed by the Lessor as per the process laid down in this RFP for monitoring and certifying the progress of the work, compliance with the stipulated guidelines and to confirm the development as per plan within stipulated timeframe.
19. **"INR"** means Indian Rupees
20. **'Lead Member'** shall mean, in case of a Consortium, the entity holding a minimum equity stake of 51% in the Consortium and nominated by the members of the Consortium to act as the lead member of the Consortium and meets the Eligibility Criteria and is authorized for submission of Bid and representing the Consortium in all matters pertaining to the RFP and having the primary responsibility of developing and implementing the Project.
21. **'Lease Period'** shall mean a period of 99 (ninety nine) years including the construction period from the date of signing of the lease agreement and maybe renewed on such terms and conditions as maybe stipulated by the Lessor and incorporated in the Renewal Lease Deed.
22. **'Lessee'** shall mean the company incorporated by the Selected Bidder under the Companies Act, 2013, in the favour of which the Department of Urban Development, Government of West Bengal would execute the Lease Deed for implementation of the Project.
23. **'Land Premium'** shall mean the highest Financial Bid payable by the Selected Bidder to the Lessor in the manner prescribed in the RFP document and in consideration of the grant of the Lease Rights.
24. **'Letter of Intent'** or **'LOI'** shall mean the letter to be issued by Lessor to the Selected Bidder conveying intention of award of the Project, in accordance with the terms of this RFP.



ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
15 JUL 2020



25. 'Lessor' shall mean the Urban Development Department, Government of West Bengal.
26. 'Minimum Development Obligation' shall mean the development of EWS Dwelling Unit, Non Residential Thematic Economic Activity and Basic Urban Infrastructure Amenities (collectively also referred to as Obligatory Facilities) to be developed and allied services to be provided by the Lessee/ Selected Bidder as per the provisions of this RFP, the Township Policy/ Rules, applicable development control regulation, land use and development control plan as may be applicable and the DPR approved by WBHIDCO in due course.
27. "Net-worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
28. 'Performance Security' shall mean the irrevocable & unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.
29. 'Power of Attorney' shall mean the Power of Attorney, in the format provided in this RFP, to be furnished by the bidder/Consortium authorizing a person to sign the Bid and act for and on behalf of the bidder/Consortium during the bidding process and in case the bidder is a Consortium, it shall also mean the Power of Attorney in favour of the Lead Member in the format provided in this RFP, furnished by the members of the Consortium.
30. 'Project' shall, inter alia, include design, construction, development, finance, operation of the Teesta Theme Township at Siliguri in accordance with the terms of this RFP, laid down theme for the project and Lease Deed, prescribed specifications and performance standards, good industry practices and applicable rules and regulations including provisions of the Township Policy dated 12.12.2014 and as per approved DPR.
31. 'Project Land' shall mean piece and parcel of land containing an area of 84.41 acres more or less, situated at Dabgram, Siliguri, more particularly described at Schedule A of the Lease Deed.
32. 'Request for Proposal' or 'RFP' shall mean the Request for Proposal document including the draft Lease Deed, Annexure and Addendum thereof issued by WBHIDCO for selection of a suitable Lessee to implement the Project, and shall include any modifications,



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- amendments or alterations or clarifications thereto.
33. **“Selected Bidder”** shall mean the bidder selected, pursuant to the bid evaluation process set forth in this RFP document, for implementation of the Project and to whom LOI has been issued by Lessor.
34. **“Theme”** or **“Thematic Development”** for the purpose of this project shall mean “Health and Education”.
35. **‘Taxes and Duties’** shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the development, operation and management of the Project.
36. **‘Technical Criteria’** shall mean the Eligibility criteria stipulated in this RFP, required to be fulfilled by the bidder
37. **“Urban Development Department”** or **“UD”** shall mean the Urban Development Department, Government of West Bengal.

### **Interpretation**

In the interpretation of this RFP, unless the context otherwise requires:

- a. words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa;
- b. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- c. the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- d. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- e. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- f. Any reference to a person shall include such person’s successors and permitted

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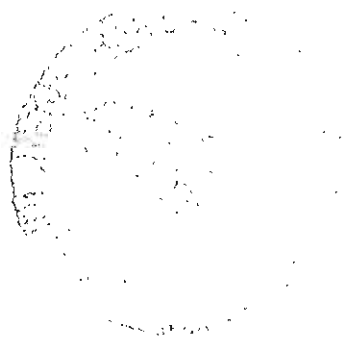
- assignees;
- g. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
  - h. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
  - i. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified;
  - j. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
  - k. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Lease Deed (as applicable) shall prevail over and supersede the provisions of other documents;
  - l. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Lease Deed;

All capitalized words and expressions used in Volume - I of the RFP but not defined therein shall have the same meaning as ascribed to them in the Lease Deed.

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**SUMMARY OF PROJECT STRUCTURE#**

Sl. No.	Particulars	Project Structure	
1	Project	Development of Teesta Theme Township at Dabgram, Siliguri, West Bengal on a Lease for a period of 99 years.	
2	Theme	Health and Education Hub	
3	Authority	West Bengal Housing Infrastructure Development Corporation Limited, HIDCO BHABAN, 3rd Rotary, Major Arterial Road, New Town, Kolkata- 700156	
4	Lessor	Urban Development Department, Government of West Bengal	
5	E-Auction	E-Auction shall be done through web portal <a href="http://www.eauction.gov.in">www.eauction.gov.in</a> . Guidelines to the Bidders on the operations of Electronic Auction System can be obtained from <a href="http://www.eauction.gov.in">www.eauction.gov.in</a> .	
6	Important Dates	Event Description	Estimated Date
		Uploading of Bid Document/Date of Publication	17.08.2017
		Bid Submission Start Date	25.08.2017
		Bid Submission End Date including EMD	10.10.17
		Approval Start Date	11.10.2017



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		Approval End Date	25.10.2017
		Auction Start Date	27.10.2017 at 1100 hrs IST
		Auction End Date	27.10.2017 at 16.00 Hrs
7	EMD	<p>INR 1,00,00,000/- (Indian Rupees One Crore only) ) in favour of WBHIDCO LTD., KOLKATA, only through RTGS in Andhra Bank, Rajarhat Branch having A/c no. 232411100000885 IFSC Code ANDB 000 2324 of WBHIDCO Ltd as per charges need to be done accordingly details given in 3.7 herein. PRE-BID EMD in form of DD/PO shall not be accepted</p>	
8	Contact Persons	<p><b>For Site Visits:</b> Mr T K Roy, Associate Town Planner, Siliguri Jalpaiguri Development Authority</p> <p>Phone: 09434162630, E-mail : <a href="mailto:sjdawb@gmail.com">sjdawb@gmail.com</a></p> <p><b>WBHIDCO:</b> Mr Kritibas Nayak, G.M. Marketing, WBHIDCO, HIDCO BHABAN, 3rd Rotary, Major Arterial Road, New Town, Kolkata- 700156</p> <p>Phone: 9903225934, Email : <a href="mailto:kritibas.nayak@wbhidco.in">kritibas.nayak@wbhidco.in</a></p> <p><b>Urban Development Dept, Government of West Bengal :</b> Ms. Sumita Bagchi, Joint Secretary, Urban Development Department, Govt.of West Bengal, Phone : 033-2334- 9309, Email : <a href="mailto:bagchisumita@yahoo.com">bagchisumita@yahoo.com</a></p>	
9	Agreement	<p>A Lease Deed shall be executed in favour of the SPV formed by the Selected Bidder to develop the Township Project including the Residential, Commercial, Basic Urban Infra Amenities, Basic Urban Infra Facilities, Non Residential Thematic Economic Zone and other allied facilities subject to it complying the terms and conditions</p>	



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		<p>of the West Bengal Town &amp; Country (Planning &amp; Development) Act 1979 including amendments thereof, Township Policy of West Bengal, all applicable rules &amp; regulation in force, Lease Deed, RFP and in the phases as stipulated therein and also having made payment as defined therein. The preferred bidder shall sign as the confirming party. The Lease Deed shall be for a period of 99 years from the effective date as defined in Lease Agreement.</p> <p>The Special Purpose Vehicle or Company to be incorporated by the Bidder shall be required to complete the Minimum Development Obligation within a period of 8years from the signing of the Agreement. The Authority may extend the timeline by another 2 years in case of exceptional circumstances. The Lease Deed shall be executed only after receipt of Land Premium in full by the Lessor.</p>
10	Scope of the Work of the Selected Bidder/ Lessee	<p>Development of a Theme Township in compliance with the Township Policy/ Rules of Government of West Bengal, applicable development rules and guidelines, conceptual master plan and other terms and conditions of the bid.</p> <ul style="list-style-type: none"> <li>• Preparation of Master Plan, Detailed Project Report (the "DPR") consisting of detailed architectural drawings, sanctionable building plan and other related documents, namely procedure and methodology for construction, quality assurance plan and engineering &amp; construction time schedule. The DPR should conform to minimum developmental requirements as provided in the RFP. The DPR should be prepared according to</li> </ul>



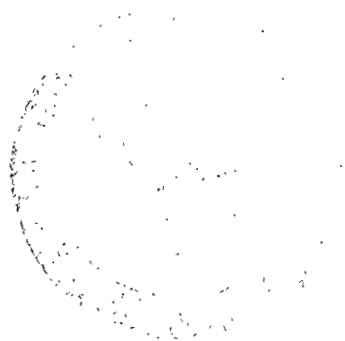
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		<p>extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations will prevail. The DPR should contain the requirements for both the EWS units, Non Residential Thematic Development Zone and the Commercial Development Area of the Project.</p> <ul style="list-style-type: none"><li>• Obtaining approval of the DPR from WBHIDCO/Lessor and/ independent engineer/ third parties engaged by WBHIDCO/Lessor for this purpose.</li><li>• Obtaining all statutory approvals and sanctions from the appropriate authorities. All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder.</li><li>• Construction of the EWS and Non Residential Thematic Development Zone as per the approved DPR and as per the Project Milestones and in conformity to the Township Policy with requisite Urban Infrastructure Amenities and Infrastructure Facilities within a period of 8 years from the signing of the Lease Agreement.</li><li>• Construction of the other portion of the project provided however at no point of time the minimum norms as per the Township Policy shall be violated.</li><li>• Post completion of construction of the residential/ commercial Development area till formation of any apartment owners association, residents welfare association, cooperative society or management</li></ul>
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		<p>company by the unit holders for the purpose of operation and maintenance of the common infrastructure of the residential/ commercial development area and taking over such responsibility by such association, society or company, the Selected Bidder shall also be responsible for the operation and maintenance of the Development Area on its own and without any financial liability on the Lessor.</p> <ul style="list-style-type: none"> <li>• Operation &amp; maintenance of the common infrastructure of the project including road, water, sewerage, drainage etc till the transfer of the same to the Agency/ ULB notified by the Lessor provided that such transfer shall not be notified till the completion of the Minimum Development Obligation as per the approved DPR and the Township Policy.</li> </ul> <p>The following specific stipulations will be followed by the Selected Bidder:</p> <ol style="list-style-type: none"> <li>a) 25 % of the total residential units in the township shall be EWS units. The maximum consideration of a EWS Dwelling Unit shall not exceed Rs 3 lacs. The selection of beneficiaries shall be carried out by the Lessor as per the policies of the State. However the proceeds of the same shall accrue to the Lessee.</li> <li>b) 25% of the Project Area (i.e. "Project Area" as defined under Rule 2 (h) of the West Bengal Town and Country (Development of Township Projects) Rules 2008) shall be developed as</li> </ol>
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		<p>“Basic Urban Infrastructure facilities” as defined under 2(e) of the West Bengal Town and Country (Development of Township Projects) Rules 2008), for non - residential purposes and for job oriented economic activities;’ out of which, an area equivalent to not less than 25% of the net project area shall pertain to the Theme of the Township”.</p> <ul style="list-style-type: none"> <li>• All other town planning norms and other terms &amp; conditions required for carrying out township project under the West Bengal Town &amp; Country Planning (Development of Township Project) Rules 2008 read with subsequent amendments to be followed.</li> </ul>
11	Receivables from the Project	Subject to the payment of Land Premium, Annual lease rent, all other dues under the lease agreement and on compliance of all conditions thereof, all receivables from the Project shall accrue to the Lessee.
12	Cost of Development	All cost of the Project including but not limited to Master Planning, DPR, obtaining approvals for the Project, construction, supervision and transfer to end users shall be on the part of the Selected Bidder. In no event the Authority/ Lessor shall be liable nor shall any liability be contracted in the name of the Authority / Lessor.
13	Approvals	All approvals and permissions shall be taken by the Selected Bidder/ Lessee. While the responsibility of obtaining the same, shall be that of the Selected Bidder/Lessee as the case maybe, the Authority/Lessor shall render all assistance in obtaining such approvals and sanctions. All cost pertaining to the approvals shall



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		<p>be on the part of the Selected Bidder /Lessee as the case maybe.</p> <p>The Selected Bidder/Lessee shall submit all applications and make efforts to obtain all approvals from Governmental Authorities and other Statutory bodies for the purposes of the Project including approvals for (i) constructing and developing the Project and (ii) operating and maintaining the Project in accordance with the terms of the Lease Deed and Applicable Laws.</p>
14	Financing	<p>The Selected Bidder/Lessee shall be solely responsible for arranging all the funds for the Project, construction and development of the Project in accordance with the provisions of this Lease Deed.</p> <p>The Lessee may create a Security Interest in respect of its rights under the Lease Deed including, its right to receive money from the intending end-users or other persons or any part thereof in favour of Lenders.</p>
15	Restrictions on Lease,	<p>The Lessee can mortgage the leasehold interest only (and not the demised land itself) on the demised land, whether in full or in part. The Lessee is not entitled to assign its leasehold interest, whether in full or in part.</p> <p>However, the Lessee shall be entitled to sub-let, sub-lease, transfer in the nature of further sub-lease or otherwise deal with or dispose of the demised area and/or part thereof by demarcating and segregating the same into separate sub-plots and/ or constructed spaces in such sub-plots not amounting to any assignment of Lessee's interest in the demised area.</p> <p>The Selected Bidder/Lessee would be entitled to obtain financial facilities in respect of the Project from</p>



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		<p>Scheduled Banks/ Financial Institutions by creating charge/ mortgage in favour of such Scheduled Banks/ Financial Institutions over its right hereunder without however in any manner creating or foisting any liability on the Lessor/ WBHIDCO. Apart from confirming to such lending institutions that the Selected Bidder would have such right to create a security interest in respect of its rights hereunder including the Lease Deed(s), the Lessor/ WBHIDCO would have no financial obligation towards the lending institution. Once such financial facilities are sanctioned, a copy of the Loan Agreement(s) is to be provided by the Lessee to the Lessor and WBHIDCO. In case of default in making due payment of the financial facilities by the Lessee in terms of such Loan Agreement(s), such Scheduled Banks/ Financial Institutions shall have the right to substitute the Lessee and appoint a new Lessee at the place and stead of the defaulter Lessee, as per the terms prescribed by the Lessor, provided however that such substitute agency shall also fulfill the technical and financial qualification prescribe herein and substitution shall be carried out with the consent of the Lessor and on completion of such documents as may be prescribed by the Lessor</p>
16	Annual Lease Rent	INR 1 per acre per annum plus applicable taxes
17	Shareholding Pattern of the Lessee	In case of single entity, the Selected Bidder shall legally and beneficially hold 100% equity in the Lessee till the signing of the Lease Deed, 51% upto completion of the Minimum Development Obligation and 26% upto the completion of the Project.



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		<p>In case of Consortium, members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The Selected Consortium shall legally and beneficially holds 100% equity in the Lessee, with Lead Member equity holding not less than 51% till the signing of the Lease Deed, 51% with minimum equity holding of the Lead Member at 26%, upto completion of the Minimum Development Obligation and 26%, with minimum equity holding of the Lead Member at 10%, until the completion of the Project.</p> <p>Further dilution of the equity structure of the Lessee shall be subject to the approval of the Lessor.</p>
18	Other Key Terms	<ol style="list-style-type: none"> <li>1. The eligible bidder quoting the highest Land Premium above the minimum reserve price shall be the Selected Bidder.</li> <li>2. The Selected Bidder shall pay an amount equivalent to 10% of the Financial Bid to Lessor within 30 days of the issue of the LOI.</li> <li>3. The LOI shall be issued to the Selected Bidder by the Lessor and shall facilitate the Selected Bidder in preparation of Master Plan, Detailed Project Report (DPR) consisting of infrastructure development plan, detailed architectural drawings, building plan and other related documents, namely, procedure and methodology for construction, quality assurance plan and engineering and construction time schedule and to enable it to obtain necessary approval sanction permission from various authorities for development of the Project at the Project Land, Lessor shall permit the Selected</li> </ol>



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		<p>Bidder and/ or the Special Purpose Vehicle (SPV) to undertake the following activities :</p> <p>a. To appoint Architect or Architects to survey the land to carry out soil testing of the Project Area and to develop a detailed master plan and DPR for the project.</p> <p>b. To prepare, sign, execute and submit all papers, documents, statements, undertakings, declarations and plans as may be required for sanction of plan by the appropriate authority and/ or for alteration or modification thereof and to sign such plan or plans as may be necessary or may be required from time to time.</p> <p>c. To appear and represent before the necessary authorities including the Local Body, Fire Brigade, West Bengal Police, West Bengal Pollution Control Board, Central Pollution Control Board, Competent Authority under the West Bengal Land Reforms Act, 1955 for the purpose of obtaining necessary sanction approval permission modification or alteration thereof for the purpose of development at said Project Area.</p> <p>d. To pay fees, obtain sanction orders and other permissions from the necessary authorities for sanction, modification or alteration of the plan and also to submit and take delivery of the plans sanctioned by appropriate authority.</p> <p>e. To undertake physical survey, soil testing and test piling for the purpose of preparing sanctionable</p>
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		<p>building plan.</p> <p>f. To apply for the obtain electricity, water, sewerage, drainage and/or other connections of any other utility in the said Project Area and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things in that regard.</p> <p>g. To take steps for undertaking conversion in the nature of the land in the records of the concerned Block Land &amp; Land Reforms Office and making all applications in the name of Lessor, in this regard.</p> <p>h. To carry out the environmental assessment study, if so applicable for the project.</p> <p>i. For all or any of the purpose hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit all papers and documents in connection with any or all matters above mentioned.</p> <p>The above permissions are being granted merely on provisional basis subject to fulfillment of all terms and conditions contained in the RFP and will come to an end, if the balance 90% of the Financial Bid is not paid in terms of the RFP. The Selected Bidder and/ or the SPV incorporated by the Selected Bidder shall not enter into any financial transaction or make any offer regarding the Project or any of its components till the time, the full payment has been received and Lease Agreement has been duly executed. The Selected Bidder and/ or the SPV incorporated by the</p>
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		<p>Selected Bidder while exercising any of the powers hereby granted shall not be entitled to create any financial or other liability on Lessor/WBHIDCO or the Government of West Bengal</p> <p>4. The DPR shall clearly define the construction area as well as core infrastructure &amp; project implementation and shall also clearly define the EWS &amp; Non Residential Thematic Economic Development Zone to be developed in phases. Such DPR and Master Plan shall be submitted within 90 days of issuance of the LOI. Within this period, the Selected Bidder shall also form the Project SPV.</p> <p>5. The Selected Bidder shall obtain the approval of the Authority on the Master Plan and development plan with respect to township policy, bid stipulations and phasing and also submit complete applications for key approvals such as environment approval/ pollution control approval etc. within a period of 180 days of the above but not more than 330 days from the LOI date.</p> <p>6. The Lessee shall pay 90% of the Financial Bid plus applicable taxes within 360 days from the LOI following which the Lease Deed shall be effected. In case the Selected Bidder fails to deposit the second instalment of 90% within the stipulated time period, the lessor may allow an additional period of 360 days on payment of further 15% of the quoted Land Premium before expiry of the first 360 days from the date of issuance of LoI. However in such case, the Selected Bidder/ Lessee shall pay a delayed payment charge computed at the rate of 12.5% per annum compounded quarterly for the balance</p>
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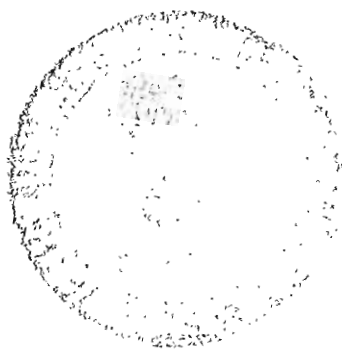
		<p>period on the balance payment.</p> <p>7. The Lessee shall pay Re 1 per acre per annum plus applicable taxes as Annual Lease Rent during the Lease Period of 99 years.</p> <p>8. The Selected Bidder shall pay the applicable development fees to the Lessor/ concerned Authority.</p> <p>9. The phase wise development shall be planned in a manner such that the development of each phase shall confirm to the minimum provisions of the township policy/ rules, applicable development control regulation, land use, development control plans as may be applicable, rules &amp; regulation of the concern Municipality &amp; bid documents. Such phases shall be clearly stated in the DPR prepared by the Selected Bidder. The report shall clearly define the Residential, Basic Urban Infra Amenities, Basic Urban Infra Facilities, Non Residential Thematic Economic Zone and other allied facilities to be developed in each phases and shall confirm to the requirement of the bid.</p>
19	Independent Engineer	<p>An Independent Engineer shall be appointed for monitoring &amp; certifying for progress of the work, compliance with the stipulated guidelines and to confirm the development as per plan within stipulated timeframe.</p> <p>Within 30 days of receipt of the LoI the Selected Bidder shall submit a panel of 3 agencies in order of preference out of the panel of empanelled transaction advisors shortlisted by the Finance Department, Government of West Bengal for the urban sector together with its consent for appointment by the Lessor/Authority of one of the agency named in such panel as the independent engineer. The Authority/ Lessor within 30 days of receipt</p>



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		<p>of the above shall finalize the appointment in consultation with the Selected Bidder, the fees and the other terms of appointment and appoint the independent engineer.</p> <p>The tenure of the appointment of engineer shall be initially for a period of 3 years.</p> <p>The role of the Independent Engineer would be to oversee the implementation of the Project by the Selected Bidder, to determine whether the Development Milestone has been met, and whether deviations, if any, are material from the agreed Development Milestone and the approved plans, designs and drawings have been made. The Independent Engineer shall be required to inspect and submit monthly reports to the Authority/Lessor directly. The view of the Independent Engineer shall be ascertained before according Building Plan approval for future phases. Cost of Independent Engineer shall be borne by the Lessee.</p>
20	Marketing	<p>The Selected Bidder/Lessee shall be solely responsible for the marketing of the Built-up Project Area to intending end-users and shall make its best endeavours in this regard. The Selected Bidder shall undertake all marketing activities in this regard at its own costs and expenses.</p>
21	Indemnity	<p>The Selected Bidder/Lessee shall be solely responsible for the development of the project and shall ensure compliance with all rules and regulations. The Selected Bidder shall indemnify the Authority/ Lessor/ advisors or consultant against all liabilities, losses claims or proceedings arising out of its actions.</p>
22	Insurance	<p>The Selected Bidder shall at its cost and expense, purchase and maintain such insurance as are necessary,</p>



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		<p>including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Builder's all risk insurance;</li> <li>• Workmen's compensation insurance; and</li> <li>• Any other insurance that may be necessary to protect the Selected Bidder, its employees and its assets against loss, damage or destruction at replacement value including all Force Majeure events (as defined in the Lease Deed) those are insurable.</li> </ul>
23	Internal Infrastructure	<p>The Selected Bidder/Lessee will be responsible for all internal infrastructure linkages required for the Project including but not limited to road, electricity supply, water supply, waste water and solid waste disposal and storm water drainage. The Authority/Lessor will facilitate for the provisions with respective Government department and agencies at no cost to itself and it shall be the responsibility of the Selected Bidder to fulfill any monetary or other compliances as may be required by such Government Department and Agencies.</p>
24	Security	<p>Selected Bidder/Lessee shall be responsible for the security of the Project land from the Effective Date and shall ensure that there are no encroachments on the entire area allocated for the proposed township.</p>



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## SECTION-1: INTRODUCTION

### 1.1 Background & Project Introduction

- 1.1.1 The Government of West Bengal is committed towards development of quality urban infrastructure and provision of high quality of life to its urban residents. The State recognizes that urban cities are important growth centres and substantially contribute to the growth of the entire state and the country as a whole. Therefore development of quality urban infrastructure is not only important for provision of quality life to its residents and visitors but also for the economic prosperity of the State as well as the country as a whole.
- 1.1.2 Keeping the above in mind, the State has recently launched a new Township Policy which encourages development of theme based townships focused on economic activities which generates employment while providing housing for all. Six such townships are proposed to be developed on identified Government Land. These townships are listed below:

Sl.No.	Location	Local Authority	Area (approx.)
1.	DABGRAM (TEESTA) near Siliguri in Jalpaiguri District	Siliguri Jalpaiguri Development Authority (SJDA)	84.418 acre
2.	ASANSOL (AGNIBINA) in Burdwan District	Asansol Durgapur Development Authority (ADDA)	59.3 acre
3.	KALYANI (SAMRIDHI) in Nadia District	Estate Manager, Kalyani, Urban Development Department	50.7 acre
4.	DUMURJALA in Howrah District	Howrah Improvement Trust (HIT)	50 acre
5.	BARUIPUR (UTTAM CITY) in South 24 Parganas District	Kolkata Metropolitan Development Authority (KMDA)	86.2 acre

- 1.1.3 West Bengal Housing Infrastructure Development Corporation Limited (hereinafter referred as 'WBHIDCO'), a Government Company within the meaning of Section 617 of the Companies Act, 1956, under the administrative control of the Urban Development



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Department, Government of West Bengal has been designated as the State Level Nodal Agency for the development of these identified townships and has been authorized by the Lessor to carry out the bidding process and the allied activities. Bengal Urban Infrastructure Development Limited a Joint Venture Company formed between the Urban Development Department and IL&FS has been appointed as the Transaction Advisor for the project.

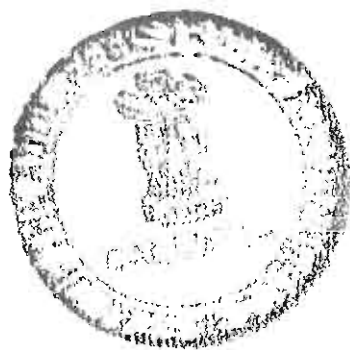
1.1.4 The Theme of the Teesta Township which is now being bidder out shall be "Health & Education City "

1.1.5 WBHIDCO on behalf of the Lessor now invites offers from eligible bidders interested in Development of the Teesta Township at Dabgram, Siliguri over 84.41 acres by way of grant of lease for 99 (ninety-nine) years through e-auction to be conducted through the NIC Portal.

1.1.6 The Lessee shall be handed over the possession of the Project Land for the Township on a As-Is- Where-Is Basis only for a period of ninety nine years (99) years from the date of signing of the lease Agreement and in terms thereof.

1.1.7 The scope of work for the Project shall broadly include:

- Development of a Theme Township in compliance with the Township Policy/ Rules of Government of West Bengal, applicable development rules and guidelines, conceptual master plan and other terms and conditions of the bid.
- The following specific stipulations will be followed by the Selected Bidder:
  - 25 % of the total residential units in the township shall be reserved for EWS. The maximum consideration of a EWS Dwelling Units shall not exceed Rs 3 lacs. The selection of beneficiaries shall be carried out by the Lessor as per the policies of the State. However the proceeds of the same shall accrue to the Lessee.
  - 6% of land of Township has to be reserved for EWS.
  - "25% of the Project Area (i.e. "Project Area" as defined under Rule 2 (h) of the West Bengal Town and Country (Development of Township Projects)



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Rules 2008) shall be developed as “Basic Urban Infrastructure facilities” as defined under 2(e) of the West Bengal Town and Country (Development of Township Projects) Rules 2008), for non - residential purposes and for job oriented economic activities;’ out of which, an area equivalent to not less than 25% of the net project area shall pertain to the Theme of the Township”.

- All other town planning norms and other terms & conditions required for carrying out township project under the West Bengal Town & Country Planning (Development of Township Project) Rules 2008 read with subsequent amendments to be followed.
- Preparation of Master Plan, Detailed Project Report (the “DPR”) consisting of detailed architectural drawings, building plan and other related documents, namely procedure and methodology for construction, quality assurance plan and engineering & construction time schedule. The DPR should conform to minimum developmental requirements as provided in the RFP. The DPR should be prepared according to extant building rules (read with land use plan, if any). It is made clear that notwithstanding anything contained in this document, the provisions of extant building rules and regulations will prevail. The DPR should contain the requirements for both the EWS units, Non Residential Thematic Development Zone and the Commercial Development Area of the Project.
- Obtaining approval of the DPR from WBHIDCO/Lessor and/Independent Engineer/ third parties engaged by WBHIDCO/Lessor for this purpose.
- Obtaining all statutory approvals and sanctions from the appropriate authorities. All costs and fees payable for such approvals and sanction shall be paid and borne by the Selected Bidder.
- Construction of the EWS and Non Residential Thematic Development Zone as per the approved DPR and as per the Project Milestones and in conformity with the Theme and to the Township Policy with requisite Urban Infrastructure Amenities and Infrastructure Facilities within a period of 8 years from the signing of the Lease Agreement..
- Construction of the other portion of the project provided however at no point of



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time the minimum norms as per the Township Policy shall be violated.

- Post completion of construction of the residential/ commercial development area, till formation of any apartment owners association, residents welfare association, cooperative society or management company by the unit holders for the purpose of operation and maintenance of the common infrastructure of the residential/ commercial development area and taking over such responsibility by such association, society or company, the Selected Bidder shall also be responsible for the operation and maintenance of the Commercial Development Area on its own and without any financial liability on the Lessor.
- Operation & maintenance of the common infrastructure of the project including road, water, sewerage, drainage etc till the transfer of the same to the Agency/ ULB notified by the Lessor provided that such transfer shall not be notified till the completion of the Minimum Development Obligation as per the approved DPR and the Township Policy.

1.1.8 The Lease Agreement shall be executed by the Lessor only upon receipt of Land Premium in full as quoted by the Selected Bidder.

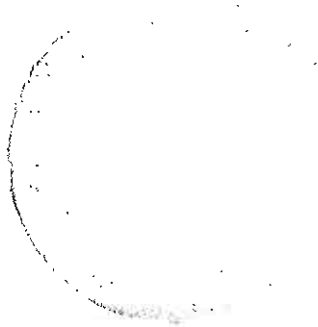
1.1.9 A Bidder can be a company under the Companies Act, 1956 or 2013 or subsequent enactments thereof / partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin (the "Bidder(s)"). Subject to terms and conditions mentioned herein, a consortium of maximum three (3) agencies shall be allowed to bid and any Bid submitted by a consortium of entities exceeding three (3) members shall not be considered for evaluation under this RFP. Upon selection, the Preferred Bidder shall be required to incorporate a company under the Companies Act, 2013 as a special purpose company (SPV) prior to execution of the lease agreement (hereinafter referred to as 'Lessee') for the implementation of the Project under and in accordance with the provisions of the lease agreement to be entered into between the Preferred Bidder, Lessee and the Lessor in the form provided by the Authority as part of the Bidding Documents pursuant hereto.



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Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (bidder/tenderer/, bidder/applicant, bid/ tender, bidding/ tendering, etc.) are synonymous.

- 1.1.10 The Lease Agreement to be entered into between the Lessor, Lessee and the Preferred Bidder shall set forth the detailed terms and conditions for grant of Lease to the Lessee, including the scope of the Lessee's services and obligations (the "Lease").
- 1.1.11 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Lessee set forth in the Lease Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Lease to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.12 The Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in clause 1.2 of this RFP for submission of Bids (the "**Bid Due Date**").
- 1.1.13 Intending bidders shall have to register themselves with National Informatics Centre, Govt of India on <https://eauction.gov.in> such registration process should be completed before the date of last date for submission of documents for e-auction. Details are available in the website of WBHIDCO / NIC. Bidders are also requested to note that only **digitally signed bids shall be accepted in the e-**



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auction. Hence, they should equip themselves with Indian Digital Signature Certificates before the date of e-auction. WBHIDCO reserves the right to accept / reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicant-Bidders. Further, the Bidding Process shall be cancelled if minimum of 3 bids are not received and the same will be binding on the Applicant-Bidders

## 1.2 Schedule of Bidding Process

WBHIDCO shall endeavor to adhere to the following bidding schedule:

Event Description	Estimated Date
Uploading of Bid Document/ Date of Publication	17.08.2017
Bid Submission Start Date	25.08.2017
Bid Submission End Date including EMD	10.10.2017
Approval Start Date	11.10.2017
Approval End Date	25.10.2017
Auction Start Date	27.10.2017 at 1100 hrs IST
Auction End Date	27.10.2017 at 1600 hrs IST

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### 1.3 Contact Details

The Bidder/(s) are advised to contact the following person for Site Visit related issues:

Mr. T. K. Roy, Associate Town Planner, SJDA

Phone: 09434162630, E-mail : [sjdawb@gmail.com](mailto:sjdawb@gmail.com)

Further the Bidder/(s) may contact the following person for any queries or request for additional information concerning this RFP/ Bidding Documents:

WBHIDCO	Urban Development Dept, GoWB
Mr Krittibas Nayek GM Administration West Bengal Housing Infrastructure Development Corporation Ltd Phone: 9903225934 <a href="mailto:Krittibas.nayek@wbhidco.in">Krittibas.nayek@wbhidco.in</a>	Ms. Sumita Bagchi, Joint Secretary Urban Development Department, Government of West Bengal Phone : 033-2334-9309, <a href="mailto:bagchisumita@yahoo.com">bagchisumita@yahoo.com</a>



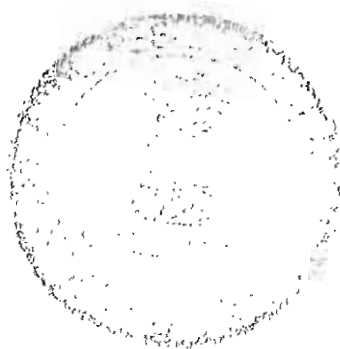
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## **SECTION-2: INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1 General Terms of Bidding**

- 2.1.1 A Bidder is eligible to submit only one Bid. Multiple bids whether single or by way of consortium is liable to be rejected.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the draft Lease Agreement shall have overriding effect and shall prevail over the terms of this RFP to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Lease Agreement.
- 2.1.3 The E-Auction shall be conducted as per the process defined in Clause 2.12 & 2.13 of the RFP
- 2.1.4 The Bidder shall deposit a Bid Security in accordance to the provision of this RFP Document.
- 2.1.5 It is notified for information of the Applicant/Bidders that the instant offer is subject to the scrutiny of the State Government.
- 2.1.6 Any entity which has been barred by WBHIDCO, Govt. of West Bengal/India or any organization/ authority under the control of Government of India or any State Governments, from participating in Projects (PPP or otherwise) and the bar subsists as on the Due Date would not be eligible to submit the bid, either individually or as member of a Consortium. The bidder/ Consortium member should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder/Consortium member, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder/ Consortium member, which has not been challenged by the bidder / Consortium member or if



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challenged, the same has not been stayed by a competent court of law.

- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority/Lessor and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority /Lessor will not return to Bidders any Bid or any information provided along therewith.
- 2.1.10 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority/Lessor shall forfeit the Bid Security or Performance Security (in case of Preferred bidder, after the Project is awarded to him) , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority/Lessor and not by way of penalty for, inter alia, the time, cost and effort of Authority/Lessor, including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Authority /Lessor hereunder or/and the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder



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thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.10 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to

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influence the Bid of either or each of the other Bidder; or

(vi) such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.12 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to such Project during the Bidding Process.

2.1.13 This RFP is non- transferable.

2.1.14 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15. The Preferred Bidder/ Lessee would be required to make the following Payments towards Land Premium:

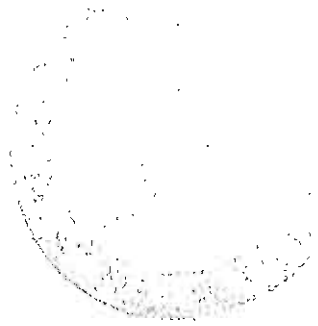
1. The Preferred Bidder shall make the following non-refundable, irrevocable payment within 30 days from the date of issuance of LOI:

*An amount equivalent to 10% of the Financial Bid (land Premium) to WBHIDCO plus applicable Tax.*

2. Pay 90% of the Financial Bid within 360 days from the date of issuance of LOI following which the Lease Deed shall be executed plus applicable Tax. In case the Selected Bidder fails to deposit the second installment of 90% plus applicable tax within the stipulated time period, the lessor may allow an additional period of 360 days on payment of further 15% plus applicable tax of the quoted Land Premium before the expiry of first 360 days from the date of issuance of the LoI, however in such case, the Selected Bidder/ Lessee shall pay a delayed payment charge computed at the rate of 12.5% per annum compounded quarterly for the balance period on the balance payment

3. Pay Re 1 per acre per annum as Annual Lease Rent during the Lease Period **plus applicable Tax** within 30<sup>th</sup> April of each year.

4. Pay the applicable development fee to the Lessor/ concerned authority.

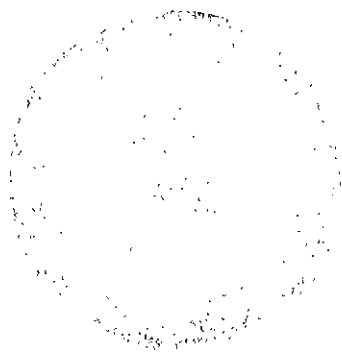


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5. In case the Selected Bidder/ SPV fails to deposit any installment as aforesaid. , the LOI shall stand cancelled and the EMD will be forfeited.
  6. All taxes/duties/levies, etc. and expenses as applicable and related to the lease/ development of the township land, shall be entirely paid by the Selected Bidder/SPV.
  7. In case the Land Premium/ Annual lease rent is not paid as per Payment Schedule specified above made, if any, Performance Security of the Selected Bidder/ SPV will automatically stand forfeited. In addition to such forfeiture as stated above, the defaulting bidder shall not be allowed to take part in any e-Auction or any of the auctions which may be held by WBHIDCO/ Lessor in future. Decision in this regard shall be taken exclusively by WBHIDCO/ Lessor and shall be final and binding on the bidders.
  8. For the sake of clarity except as mentioned above it is notified that there shall not be any extension of the last date fixed for payment as specified above in the Payment Schedule. However, in case of last day, being holiday it will be extended automatically to next working day
- 2.1.16 The Preferred Bidder shall be fully responsible for keeping indemnified the Lessor/Authority, UD, advisors & consultants and from all legal implications and shall bear all legal expenses including any losses incurred by the Authority/Lessor, its officers, employees, agents, trustees and consultants including and arising out of or in relation to or as a consequence of any breach of the Representations and Warranties, or any of the covenants or obligations of the Lessee under this Agreement or any of the terms and conditions of this Agreement by the Lessee or any Contractor/licensee or any employee or agent of the Lessee;

## **2.2 Eligibility of Bidders**

- 2.2.1 The bidder may be a single entity or a group of entities ('Consortium'), coming together to implement the Project. The expression 'entities', for the purpose of this clause, shall mean and refer to entities like company under the Companies Act, 1956 or 2013 or



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subsequent enactments thereof / partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin (the "Bidder(s)"). The term bidder used hereinafter would therefore apply to both a single entity and a Consortium. The bidder should submit a Power of Attorney as per the format enclosed at Annexure A2, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, it must comply with the additional requirements for bidding as a Consortium as specified in Clause 2.3 of this RFP.

2.2.2 At any point in time in the Bidding Process, if required by WBHIDCO/Lessor, it is the bidders' responsibility to provide such evidence of their eligibility as per the terms of the RFP, to the satisfaction of WBHIDCO/Lessor. Bidders may be required to periodically update (at times to be notified by WBHIDCO/Lessor) the information submitted in their Capability Statement as regards the following:

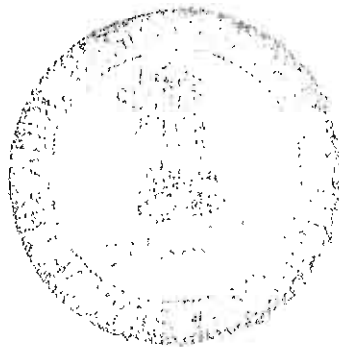
- ⊗ Evidence of availability of financial resources;
- ⊗ Audited Balance sheets including the effect of known commitments;
- ⊗ Commitments of other works awarded since submitting the Bid;
- ⊗ Any other information that might be requested;
- ⊗ Any information known to the bidder that may affect its ability to perform the contractual obligation.

2.2.3 A bidder may be disqualified if it is determined by WBHIDCO/Lessor, at any stage of the bidding process that the bidder fails to continue to satisfy the Eligibility Criteria /Technical and Financial Criteria.

2.2.4 Nothing contained in this RFP, shall prohibit the bidder in bidding for any other theme township at any other locations in West Bengal.

### **2.3 Additional requirements for Proposals submitted by a Consortium**

2.3.1 In case the bidder is a Consortium, the members of the Consortium shall furnish a Power of Attorney designating one of the members, as per the Consortium Agreement, as their Lead Member (Lead Member is a member who meets at least 50% of the technical and financial qualification criteria on its own and holds at least 51% of the subscribed and paid up capital in the Lessee company to be floated by the Consortium. A prescribed format for submitting the Consortium Agreement along with the key



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clauses that should be contained in the Consortium Agreement is provided at **Annexure A3**. The authorized representatives of the members shall duly sign the Power of Attorney. The Power of Attorney shall be furnished on a non-judicial stamp paper of INR 100/- duly attested by notary public. The bid submitted by a Consortium should comply with the following additional requirements:

- ⊗ Number of members in a Consortium would be limited to 3 (three);
- ⊗ Wherever required, the bid should contain the information required for each member of the Consortium;
- ⊗ The bid should include a description of the roles and responsibilities of individual members;
- ⊗ An individual member applying as a single bidder cannot at the same time be member of any Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project. Any member of a Consortium who submits or participates in more than one bid for this Project will stand disqualified and will also lead to disqualification of the Consortium/ Consortia of which it is a member;
- ⊗ Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at **Annexure A2** signed by all the members. The Lead Member shall be required to meet the following criteria:
  - Demonstrate at least 50% of Financial Criteria specified under Clause 5.3;
- ⊗ Other members of the Consortium shall commit to hold a minimum equity stake equal to 10% of the subscribed and paid up capital in the Lessee company to be floated by the Consortium.

2.3.2 The Consortium Agreement, so required to be submitted by members of the Consortium for the purpose of submitting the bid shall, *inter alia* provide for the following:-



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- ⊗ The aforesaid shareholding commitments would be recorded in the Lease Deed and no changes thereof would be allowed except in accordance with the provisions of the Lease Deed and this RFP. The Lease Deed shall communicate the willingness of the Consortium to subsequently carry out all the responsibilities as the Consortium in terms of the Lease Deed, in case the Project is awarded to the Consortium;
- ⊗ Clearly commit the minimum equity stake of each member of the Consortium as required under Clause 2.4 of this RFP;
- ⊗ Clearly state that members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Lease Deed and a statement to this effect shall be included in the Consortium Agreement;
- ⊗ Except as provided under this RFP Document, there shall not be any amendment to the Consortium Agreement without the prior written consent of the WBHIDCO.
- ⊗ Should be accompanied by the Board Resolutions (of the Consortium, giving authority/undertaking to enter into a Consortium Agreement with other members for undertaking the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorising an authorised representative of the member to sign and enter into the Consortium Agreement and execute Power of Attorneys for the Project.

2.3.3 A copy of the Consortium Agreement duly notarised, should be submitted with the Bid. The Consortium Agreement entered into between the members of the Consortium should be specific to this Project and should contain the above requirements failing which the bid shall be rejected as non-responsive. The Consortium Agreement should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

2.3.5 The bid shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

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2.3.6 The bidder/ Consortium member should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder/Consortium member, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder/ Consortium member, which has not been challenged by the bidder / Consortium member or if challenged, the same has not been stayed by a competent court of law.

## **2.4 Minimum Equity Requirement**

2.4.1 The Selected Bidder will be required to incorporate a company ('SPV/ Lessee'), which shall not undertake any other business during the Lease Period, to domicile the Project prior to the start of implementation of the Project.

2.4.2 In case of single entity, the Selected Bidder shall legally and beneficially holds 100% equity in the Lessee till the signing of the Lease Deed, 51% upto completion of the Minimum Development Obligation and 26% upto the completion of the Project. In case of Consortium, members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The Selected Consortium shall legally and beneficially holds 100% equity in the Lessee, with Lead Member equity holding not less than 51% till the signing of the Lease Deed, 51% with minimum equity holding of the Lead Member at 26%, upto completion of the Minimum Development Obligation and 26%, with minimum equity holding of the Lead Member at 10%, upto the completion of the Project.

2.4.3 Further dilution of the equity structure of the Lessee be subject to the prior approval of the Lessor.

## **2.5 Change in Composition of the bidder**

The Lead Member of the Consortium shall not have any right of exit from the Project after submission of the bid subject to Clause 2.4. The non-lead members of the Consortium may however be substituted upon prior approval of the Lessor/

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WBHIDCO and upon being substituted, such non-lead member should be replaced by an equivalent non-lead member.

## **2.6 Bid Preparation Cost**

The bidder shall be responsible for all costs associated with the preparation of its bid and its participation in the bidding process, including but not limited to, site visits, field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. WBHIDCO/Lessor will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

## **2.7 Contents of RFP**

The RFP consists of two parts as listed below and would include any addenda and corrigenda thereto, issued in accordance with Clause 2.9 of Volume I of the RFP.

Volume I: Instruction to Bidders and Bidding Formats

Volume II: Proforma Lease Deed

## **2.8 Clarifications**

2.8.1 A prospective Bidder requiring any clarification on the RFP may notify the Advisors or to WBHIDCO in writing. WBHIDCO or its Advisors will respond to any request for clarification, within the stipulated time period as mentioned in clause 1.2. Any query or clarification asked for after the stipulated time as mentioned in this clause shall not be entertained by WBHIDCO/Lessor or its Advisors / Consultants.

2.8.2 Copies of WBHIDCO's/Lessor's response to the queries, without identifying the source of the queries, if any will be uploaded on [www.wbhidcoltd.com](http://www.wbhidcoltd.com) and can be accessed by all the bidders including a description of the query.

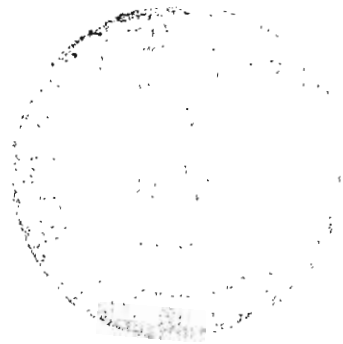
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## **2.9 Amendment of RFP**

- 2.9.1 WBHIDCO/Lessor may modify the RFP by issuing appropriate addenda/ corrigenda before Due Date and Time.
- 2.9.2 Any addenda/ corrigenda, thus issued shall be part of the RFP and shall be uploaded on the [www.wbhidcoltd.com](http://www.wbhidcoltd.com). Bidders are required to take into account the same before submission of Bid;
- 2.9.3 To give prospective bidders reasonable time in which to take any addendum and/or corrigendum into account in preparing their bids, WBHIDCO may, at its sole discretion, extend the Due Date and Time by issuing appropriate addenda/corrigenda.

## **2.10 Right to accept and to reject any or all bids**

- 2.10.1 Notwithstanding anything contained in this RFP, the WBHIDCO/Lessor reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.10.2 A Reserve Price for the land over which the lease are proposed to be granted shall be fixed by Lessor. Such Reserve Price will be fed in the e-Auction system electronically during the e-Auction. In case the highest bid is below such Reserve Price, such bid would be rejected by the system itself and the tender for the said township will be cancelled without any further reference.
- 2.10.3 WBHIDCO 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 the WBHIDCO/Lessor, the supplemental information sought by the WBHIDCO/Lessor for evaluation of the bid.
  - ⊗ Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If the bidder is a Consortium, then the entire Consortium shall be



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disqualified/ rejected. If such disqualification / rejection occurs after the completion of e-Auction and determination of the highest bidder and the highest bidder gets disqualified / rejected, then the WBHIDCO reserves the right to:

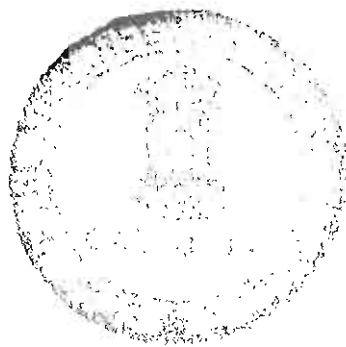
- (i) take any such measure as may be deemed fit in the sole discretion of the WBHIDCO/Lessor, including annulment of the Bidding Process.

2.10.4 In case it is found during the evaluation or at any time before execution of the Lease Deed or after its execution and during the period of subsistence thereof, including the lease thereby granted, that one or more of the bid conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, or failure to meet any of the Project Milestones (including failure to make payment of any installment of the Financial Bids), the bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOI or entering into of the Lease Deed, and if the bidder has already been issued the LOI or has entered into the Lease Deed, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the UD to the bidder, without the UD being liable in any manner whatsoever to the bidder or the SPV, as the case may be. In such an event, the WBHIDCO/ UD shall forfeit and appropriate the entire amount of Bid Security and Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the WBHIDCO/ UD for, inter alia, time, cost and effort of the WBHIDCO/ UD, without prejudice to any other right or remedy that may be available to the WBHIDCO/ UD.

2.10.5 WBHIDCO/Lessor reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. Failure of the WBHIDCO/Lessor to undertake such verification shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the WBHIDCO/Lessor thereunder.

## **2.11 Site Visit and verification of information**

2.11.1 Bidders are encouraged to submit their respective bids after visiting the Project site



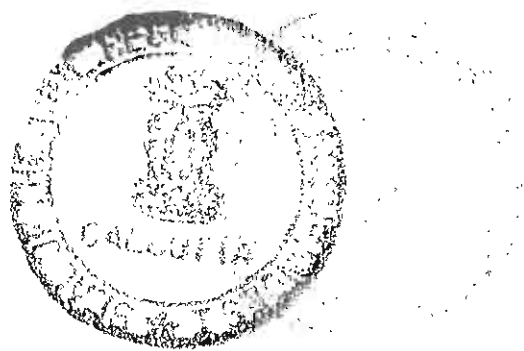
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and ascertaining for themselves the site conditions, existing structure, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.11.2 It shall be deemed that by submitting a bid, the bidder

- ⊗ made a complete and careful examination of the bidding documents;
- ⊗ received all relevant information requested from the WBHIDCO/Lessor;
- ⊗ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the WBHIDCO/Lessor relating to any of the matters referred to in Clause 2.11.1 above;
- ⊗ satisfied itself about all matters, things and information including matters referred to in Clause 2.11.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations thereunder;
- ⊗ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in Clause 2.11.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the WBHIDCO/ Lessor or a ground for termination of the Lease Deed; and
- ⊗ agreed to be bound by the undertakings provided by it under and in terms hereof.

2.11.3 WBHIDCO/ UD shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by WBHIDCO/ UD.



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## 2.12 Registration

- 2.12.1 All those who wish to participate in this e-auction and who fulfill the eligibility conditions stated above shall have to register with the Government e-auction website <https://eauction.gov.in>. Registration shall involve filling up an online form and submission of necessary documents with WBHIDCO Ltd. All documents pertaining to this e-auction must be addressed to the Contact Person of WBHIDCO Ltd as stated above and should reach him **within the stipulated time**. On receipt of all documents the bidder's registration shall be activated by WBHIDCO Ltd and only thereafter a bidder can log into the website.
- 2.12.2 Participation *in this e-auction is not possible without a valid registration*. In case there is any amendment/corrigendum in this document, the same will be uploaded in the WBHIDCO website within the stipulated time. Bidders are advised to consult such amendments/corrigendum, if any, before such e-auction.
- 2.12.3 E-auction bidding process will take place through web portal <https://eauction.gov.in> on the day and time specified in the e-auction notice published in the newspaper/web portal. The Bidder should have valid Class II or Class III Digital Signature Certificate (DSC) obtained from any Indian Certifying Authority. In case of requirement of DSC, interested Bidders should go to <https://eauction.gov.in>. The bidder has to obtain user ID and Password free of cost and can get training for e-auction from NIC. Guidelines to Bidders on the operations of Electronic Auction System can be obtained from <https://eauction.gov.in>.

### 2.12.2 Special provision for Foreign Bidders

If a foreign bidder is successful in the e-auction and declared to be the highest bidder, it would have to incorporate a Special Purpose Vehicle (SPV) being a company registered under the (Indian) Companies Act, 1956 or any subsequent re-enactment thereof including the Companies Act, 2013. The land premium would be accepted from the foreign bidder or such Special Purpose Vehicle (once incorporated). The lease of the plot would be granted in favour of the SPV only. Notwithstanding the grant of lease to the Special Purpose Vehicle, the foreign bidder shall at all material times be jointly and severally liable along with the Special Purpose Vehicle for due performance



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of all terms and conditions of the e-auction and subsequent lease. Laws regarding to Foreign Direct Investment in India including those under the Foreign Exchange Management Act, 1999 shall have to be complied with by such bidder. If EMD is received from a bidder in US Dollars and is to be adjusted in terms hereof in case such bidder is successful, the actual amount received in INR account by WBHIDCO in INR on such amount being transferred to it (net of all charges and taxes, if any), shall be considered for the purpose of adjustment from the land premium

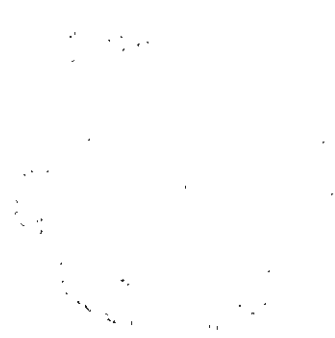
### 2.12.3 Use and protection of USER ID and Password and Digital Signature Certificate

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

Bidders shall require Class II or Class III Digital Signature Certificate (DSC) to participate in this e Auction. The bidder shall have to set the parameters of his computers so that the DSC is operational. NIC/ WBHIDCO /Lessor shall not be responsible for any malfunctioning or non-functioning of any bidder's computer either on account of DSC or for any other reason. Bids submitted by a bidder after signing with his/her DSC signifies non repudiation by the bidder. Thus, a bidder after submitting a bid cannot disown it. A bidder shall be fully and solely responsible for the bid recorded against his/her name to be identified by the set of User ID, Password and DSC.

## 2.13 Bidding Methodology

2.13.1 On the day of e-Auction which will be held as per schedule given in Clause 1.2, the bidder has to visit the e-auction website viz. [www.eauction.gov.in](http://www.eauction.gov.in) and click on the link for WBHIDCO e-auctions. He/she has to login with his/her User Id and Password. In the next page, the bidder has to click on the link "View Live e-auctions" and click



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on the link with the e-auction number for this e-auction. The bidder shall be required to sign his/her acceptance of e-auction terms & conditions with his/her DSC and then only the bidder can have access to the bidding area.

2.13.2 The bidding for the plot shall be in INR Lakh and in multiples of Ten Lakhs. Thus to bid an amount of INR. 10 lakhs, a bidder needs to type 10 in the space provided for bidding and click on the BID button. The bid has to be signed by the bidder with his/her DSC.

2.13.3 CAUTION IN SUBMISSION OF THE BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him/her (including any wrongful bidding by him/her) and no complaint/representation will be entertained by NIC/WBHIDCO in this regard. Hence Bidders must be careful to check (the Bid Amount/ No. of Zeroes/No. of Digits/Unit of measurement/etc.) rectify their bid (if required) before submitting their bid into the live e-auction floor by clicking the 'BID' button. During Live Auction only brief Lot/Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation/ complaint in this regard will be entertained by NIC/WBHIDCO from the Bidders.

2.13.4 This e-auction is governed by the TERMS & CONDITIONS as contained herein and in accordance with the conditions for e-auction through the portal of the National Informatics Centre (NIC), Government of India as well as the general financial norms of the Government of West Bengal.

2.13.5. This e-auction sale is governed by the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) and SPECIAL TERMS & CONDITIONS (STC) of the e- auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.



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2.13.6 The Special Terms & Conditions appearing on the day of e-auction under “View Live e-auction” are final and which may be downloaded for guidance.. Bidders should, therefore, download the details of property and STC displayed only under “View Live e- auction” for their record purpose, if required, and bid accordingly.

2.13.7 E-auction opening time, closing time, inspection schedule and other dates and time mentioned in the e-auction catalogue may be treated as Indian Standard Time (IST) only.



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## **SECTION-3: PREPARATION AND SUBMISSION OF TECHNICAL BIDS**

### **3.1 Language of the Bid**

The language of the bid and related documents and correspondences shall be in English language. The bidder may submit supporting documents and printed literature in any other language provided that they are accompanied by their respective translations in the English language, duly authenticated and certified by the issuing authority or by the Translation Departments of the High Courts/ Supreme Court of India/ any other government department/ agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

### **3.2 Format and Signing of the bid**

The bidder shall provide all the information sought under this RFP. WBHIDCO will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and/ or conditional bids shall be liable to be rejected.

### **3.3 Submission of the Technical Bid**

3.3.1 Document to be Submitted in Hard Copy form by the Bidder: The Bidder shall be required to submit the following documents in hard copy in a sealed envelope prior to Bid Due Date as mentioned in Clause 1.2 in the Tender Box kept for the purpose of this RFP in Room No: 303 in 3<sup>rd</sup> Floor of HIDCO Bhavan, WBHIDCO on any working days (between 11am to 5pm) on the address as mentioned under clause 1.3. The sealed envelope carrying the Original Document shall bear the name of the Bidder and super scribe as "Technical Bid (Original) for International Competitive Bidding for Teesta Township Project at Dabgram, Siliguri West Bengal".

1. Covering letter clearly stating the validity period of the Bid in the prescribed format  
Annexure A1

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2. Power of Attorney for signing the Bid, as per the prescribed format Annexure A2
3. Consortium Agreement, as per the prescribed format in Annexure A3
4. Power of Attorney in favour of Lead Member, as per the prescribed format Annexure A4
5. Anti-Collusion Certificate, as per the prescribed format Annexure A5
6. Letter of Undertaking, as per the prescribed format Annexure A6
7. General Information of the Bidder as per the prescribed format Annexure B1
8. Project Concept Write-up & Area Statement as per Annexure C1
9. Project Implementation Plan as per Annexure C2
10. Checklist for submissions as per the prescribed format Annexure C3
11. Evidence of Bid Security payment through e-gateway
12. Copy of RFP (Volume I & II) duly signed by the Authorised Signatory
13. Copy of Certificate of Incorporation;
14. Copy of PAN Card;
15. Financial Qualifications as per Annexure B2;
16. Audited Balance Sheets for 2014-2015; In case audited balance sheet of 2014-15 is not available, then the bidder may submit the audited balance sheet of 2013-14.
17. Construction/ Development Experience as per format Annexure B3

Non submission of any of the above documents may be summarily rejected by the Authority as non- responsive and the Bid of the Bidder stands null & void.

3.3.2 The qualified bidders will be allowed to participate in the e-Auction. There shall be a minimum of atleast three eligible bidders to start the auction, failing which the e-auction process shall be cancelled and EMD returned.

3.3.3 The Technical Bid shall be labelled as ““Technical Bid (Original) for International Competitive Bidding for Teesta Township Project at Dabgram, Siliguri, West Bengal”.

3.3.4 The pages and volumes of each part of the bid shall be clearly numbered and stamped and the contents of the bid shall be duly indexed.

3.3.5 All documents should also be submitted in bound form as aforesaid.

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- 3.3.6 The bid shall be typed or printed. The bid shall be signed and each page of the bid shall be initialed by a person or persons duly authorized to sign on behalf of the bid and holding the Power of Attorney as per the format provided in Annexure A2 of this RFP.
- 3.3.7 **Financial Bid will be determined only by the process of e-Auction. Financial Bid shall not be submitted by the bidders at this stage.**
- 3.3.8 The bid shall contain no alterations or additions, except those to comply with instructions issued by WBHIDCO/Lessor or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 3.3.9 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### **3.4 Currency of the bids**

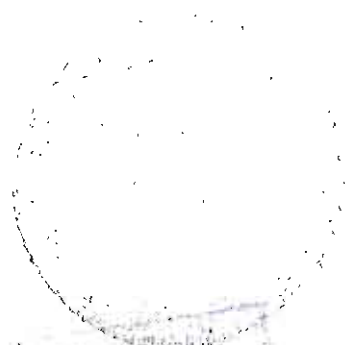
The currency for the purpose of e-Auction shall be Indian National Rupee (INR).

### **3.5 Due Date**

- 3.5.1 Hard copy of the Technical Bid as per the requirements stipulated in clause 3, must be received not later than the time and date mentioned in the Schedule of Bidding Process in the manner and form as detailed in the clause 1.2 of the RFP.
- 3.5.2 WBHIDCO/Lessor may, in exceptional circumstances and at its sole discretion, extend the Due Date by issuing necessary addenda in accordance with clause 2.9 uniformly for all bidders.

### **3.6 Bid Validity and Extension**

- 3.6.1 The bid shall remain valid for a period not less than 180 days from the Due Date. WBHIDCO reserves the right to reject any bid, which does not meet the requirement.
- 3.6.2 In exceptional circumstances, prior to expiry of the original Bid Validity Period, WBHIDCO may request the bidders to extend the period of validity for a specified



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additional period. The request and the bidders' responses shall be made in writing. WBHIDCO reserves the right to reject the bid submitted by any bidder who fails, after initially agreeing, to extend the period of validity of its bid in line with the provisions of this clause. In the event, a bidder decides not extend the validity of its bid, on the request of the WBHIDCO, its bid shall be returned along with the Bid Security.

- 3.6.3 The Bid Validity Period of the Selected Bidder shall be automatically extended till the date on which the Lease Deed is executed and is in force.

### 3.7 Bid Security

- 3.7.1 All intending Bidders will have to deposit Earnest Money Deposit (EMD) for INR 1 crore (Indian Rupees One crore) only to participate in this e-Auction as below within banking hours on or before the EMD Submission Date as mentioned in Clause 1.2. Foreign Bidders will have to pay the Earnest Money of \$ 160000.00 USD before 00 hrs GMT before the EMD Submission Date as mentioned in Clause 1.2 through proper banking channels to the account of WBHICO.

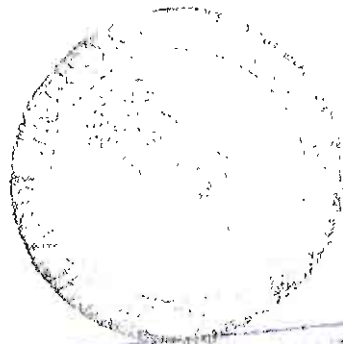
- 3.7.2 Bank Transfer charges either way would be on the intending Bidder's a/c.

- 3.7.3 Submission of PRE-BID EMD should be in favour of WBHIDCO LTD., KOLKATA, only through RTGS in the Andhra Bank, Rajarhat Branch of WBHIDCO Ltd . On or before 1400 hrs of 07.11.2016 PRE-BID EMD in form of DD/PO shall not be accepted.

- 3.7.4 Only those registered buyers shall be activated/allowed to bid in this e-Auction who has remitted UNCONDITIONAL Pre-Bid EMD and the amount has been credited within the scheduled date and also fulfils the requirement of this bid document.

Bank details towards PRE-BID EMD for payments through Indian Rupees only.

A/c of	Bank name	Branch Name	A/c Name	A/c No	A/c Type	RTGS No
WBHIDCO Ltd	Andhra Bank	Rajarhat Branch HIDCO Bhawan New Town, Kolkata	WBHIDCO Ltd	23241110000885	Current Account	ANDB0002324



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3.7.5 Bidders should take utmost care to ensure that the EMD and intimation are made correctly. EMD deposited elsewhere will not be considered for participation in these e-Auctions.

3.7.6 No interest will be payable on the EMD

3.7.7 EMD of the unsuccessful bidders would be returned by WBHIDCO after completion of the bidding process.

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

3.7.9. Bidders should take utmost care to ensure that the EMD and intimation are made correctly.

BANK TRANSFER CHARGES EITHER WAY WOULD BE ON INTENDING BUYER'S

A/C.

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



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3.7.10 In case the Bid is accepted and the Bidder refuses/fails to make further payment towards the balance land premium, the EMD shall be forfeited without prejudice to the rights of WBHIDCO to claim such further damages in this regard without further reference to the Bidder

### **3.8. Forfeiture of EMD**

3.8.1 The highest bidder shall be notified by e-mail about the acceptance of its bid against this e-Auction. Hence, bidders are advised to keep their e-mail account active and monitor the same carefully. In case of non-receipt of e-mail, the bidder may contact WBHIDCOS.

3.8.2. In case the land premium consideration is not paid by the Successful Bidder, the offer of allotment of the particular plot of land to the concerned Successful Bidder would stand cancelled and the Earnest Money Deposit and subsequent payment made, if any, by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture as stated above, the defaulting Bidder may not be allowed to take part in any of the bids which may be held by WBHIDCO/ UD in future.



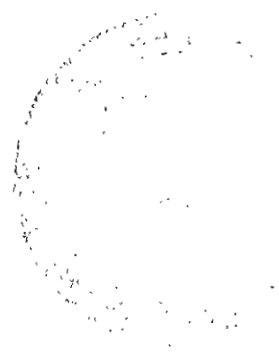
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## SECTION-4: EVALUATION OF BIDS

### 4.1 Opening and Evaluation of Bids

- 4.1.1 The Technical Bids shall be evaluated for their responsiveness to RFP as per clause 4.5 of this RFP.
- 4.1.2 The Technical Bid will be opened as per the schedule mentioned in Clause 1.2 by WBHIDCO or by its authorized representative.
- 4.1.3 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:
- (a) the name of the bidder;
  - (b) the presence of a Bid Security, if required and
  - (c) any other required details as WBHIDCO/Lessor may consider appropriate.
- 4.1.4 Only Technical Bids recorded at bid opening shall be considered for evaluation.
- 4.1.5 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the RFP;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP.
- 4.1.6 WBHIDCO/Lessor shall examine the Technical Bid to confirm that all documents and technical documentation requested in the RFP document has been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.
- 4.1.7 WBHIDCO/Lessor would subsequently examine responsiveness of the bids



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in accordance with the criteria set out in clause 4.5.

- 4.1.8 After the Bid Opening, information relating to the examination, clarification and evaluation of bids and recommendations concerning the issue of LOI shall not be disclosed.

## **4.2 Overview of Bidding Process**

- 4.2.1 The bidders qualified/passed the first part of evaluation only will be eligible for e- Auction which will be second and final part of evaluation.
- 4.2.2 The evaluation of Technical Bid and e-auction would lead to the selection of Selected Bidder, in whose favour the Lease Deed Agreement would be executed.

## **4.3 Non-Discriminatory and Transparent Bidding Proceedings**

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 WBHIDCO/Lessor in relation to, or matters arising out of, or concerning the bidding process. WBHIDCO/Lessor 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. WBHIDCO/Lessor may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or WBHIDCO/Lessor.

- 4.4 Not Used

## **4.5 Tests of Responsiveness**

- 4.5.1 Prior to evaluation of bids, WBHIDCO/Lessor shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive only if:
- it is received as per the format given in RFP;



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- it is received by the Due Date including any extension thereof pursuant to clause 3;
- it is submitted in the manner as stipulated in clause 3
- it is accompanied by proof of payment of Bid Security;
- it is accompanied by the Power(s) of Attorney as specified in this RFP, as the case may be;
- it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);
- it does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

4.5.2 WBHIDCO /Lessor reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by WBHIDCO in respect of such bid.

4.5.3 The bidders are requested not to submit any conditional bid. Any bid found to be conditional shall be rejected summarily without any further scrutiny.

#### **4.6 Proprietary Data**

All documents and other information supplied by WBHIDCO/Lessor or submitted by a Bidder to WBHIDCO shall remain or become the property of WBHIDCO/Lessor. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. WBHIDCO/Lessor will not return any Bid or any information provided along therewith.

#### **4.7 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time WBHIDCO/Lessor makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means,



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WBHIDCO/Lessor and/ or their employees/ representatives/Advisors on matters related to the bids under consideration.