

Siliguri Jalpaiguri Development Authority

A Statutory Authority Under Department of UDMA

An IS/ISO 9001:2008 Certified Organisation

Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

NOTICE FOR AUCTION

Auction No. 001/PLG/2026-27 OF SJDA

Ref. No.1004/I/Eng/Plg/404/2003(Pt-V)/SJDA dated 11.09.2026

(published in the newspapers on 14.09.2026)

AUCTION FOR TRANSFER OF LAND MEASURING ABOUT 92.96 ACRES in two blocks namely Block-A (western side) & Block-B (eastern side) each block having area more or less 46.48 acres ON LEASE HOLD BASIS FOR THE PERIOD OF 99 YEARS, SITUATED AT MOUZA-DABGRAM, J.L. NO-02, SHEET NO. 16 & 17 WITHIN P.S. NJP, DIST.-JALPAIGURI, WEST BENGAL (HEREINAFTER REFERRED TO AS THE “SAID LAND”).

PURSUANT TO THE ORDER OF THE HON’BLE SUPREME COURT OF INDIA DATED 03.09.2026, IN THE SPECIAL LEAVE PETITION (CIVIL) DIARY NO.46595/2024 IN THE MATTER OF:

Siliguri Jalpaiguri Development Authority, a statutory body of Urban Development and Municipal Affairs Department, Government of West Bengal, constituted under West Bengal Town and Country. (Planning and Development) Act, 1979, having its registered office at Tenzing Norgey Central Bus Terminus, Pradhan Nagar, Siliguri, 734003 presently at Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010.

Vs

Bengal Unitech Universal Siliguri Projects Limited., a company registered under the Companies Act 1956 having its registered office at 6, Community Centre, Saket, New Delhi, 110017 and also at Horizons Tower 7, Unit Nos. 001 & 002, Action Area III, Major Arterial Road, New Town, Rajarhat, Kolkata-700160

Siliguri Jalpaiguri Development Authority, a statutory body of Urban Development and Municipal Affairs Department, Government of West Bengal, constituted under West Bengal Town and Country (Planning and Development) Act, 1979, invites offers from eligible Corporate Bodies registered under Companies Act or Registered Trust / Registered Society/LLP **for transfer land measuring about 92.96 acres in two blocks namely Block-A (western side) & Block-B (eastern side) each block having area more or less 46.48 acres ON LEASE HOLD BASIS FOR THE PERIOD OF 99 YEARS, SITUATED AT MOUZA-DABGRAM, J.L. NO-02, SHEET NO. 16 & 17 WITHIN P.S. NJP, DIST.-JALPAIGURI, WEST BENGAL (HEREINAFTER REFERRED TO AS THE “SAID LAND”).ON LEASEHOLD BASIS FOR THE PURPOSE OF “TOWNSHIP USE i.e., FOR DEVELOPMENT OF AN INTEGRATED TOWNSHIP FOR DIFFERENT GROUPS OF PEOPLE”** through physical auction, process to be

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conducted by Siliguri Jalpaiguri Development Authority to be held on **08.10.2026 (Thursday) from 14.00 Hrs. onwards** as described fully herein below.

The transfer will be made to the bidder bidding the highest bid in such physical Auction process provided that the highest bid so obtained is higher than the Reserve Price fixed for the said parcel of land. Any change in land use pattern will not be allowed. The LESSEE shall utilize the plot of land for the purpose for which it is leased out within EIGHT years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the said parcel of land after giving the LESSEE an opportunity of being heard.

There will be a pre-bid meeting at Conference Room, of Siliguri Jalpaiguri Development Authority, Himanchal Vihar, near Passport Seva Laghu Kendra on **23.09.2026** at **12.00 hrs.**

Earnest Money Deposit: Interested parties/bidders have to deposit the earnest money amounting to Rs. 20,000,00,00.00 (Rupees Twenty Crore Only) separately for each land area i.e, Block-A & Block-B. Parties interested to bid for both the blocks A & B will have to deposit Rs. 40,000,00,00.00 (Rs. Forty Crore only). Earnest money will have to be deposited/transferred in the Bank Account of SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY, bearing account no 912010035059401, in AXIS BANK, Hill Cart Road, Siliguri (W.B) branch, Siliguri 734403 having IFS code no.-UTIB0001403. Receipt of deposit of the earnest money along with relevant documents will have to be submitted on or before **11.00 hours of 08.10.2026**. The amount(s) so received shall be invested in interest-bearing Fixed Deposit(s) for a period of three months with an auto renewal clause.

THE OFFER:

Siliguri Jalpaiguri Development Authority, a statutory body of Urban Development and Municipal Affairs Department, Government of West Bengal, constituted under West Bengal Town and Country. (Planning and Development) Act, 1979 having its registered office at Tenzing Norgay Central Bus Terminus, Pradhan Nagar, Siliguri-734003, presently at Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010 invites offer from eligible Corporate Bodies registered under the Companies Act or Registered Trust/Registered Society / LLP for transfer of lease hold right of land measuring about 92.96 acres in two blocks namely Block-A (western side) & Block-B (eastern side) each block having area more or less 46.48 acres on lease hold basis for the period of 99 years, situated at mouza-Dabgram, J.L. No-02, Sheet No. 16 & 17 within P.S. NJP, Dist.- Jalpaiguri, West Bengal on leasehold basis for the purpose of “TOWNSHIP USE” i.e., for the development of an integrated township of different groups of people on "As is Where is and Whatever there is basis".

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TERMS AND CONDITIONS:

1. The Transfer of Lease hold right of the land measuring about 92.96 acres in two blocks i.e., A & B each having area of more or less 46.48 acres on lease hold basis for the period of 99 years, situated at Mouza - Dabgram, J L No. 2, Sheet No. 16 & 17 within P.S New Jalpaiguri Block Rajganj, District - Jalpaiguri, West Bengal (hereinafter referred to as the "Said Land") will be held through **Physical Auction** on "As Is Where Is and Whatever There Is" basis and subject to confirmation by the Hon'ble Supreme Court of India. The bidders/intending party(s) may satisfy themselves in this regard after having physical inspection of the said land and shall submit its bid for the transfer of Lease hold rights and the intending party(s) will be deemed to have submitted their bid with full knowledge as to the title and rights of the lease hold land to be transferred.
2. Auction will be held through Physical auction mode on 08.10.2026 at 14.00 Hours in the conference hall of SJDA, Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010.
3. The EMD of the said Physical auction has been fixed at Rs. 20.00 Crore (Rupees twenty crore) only for each land parcel i.e., Block A and Block B.
4. The reserve price will be Rs.200 Crore for each land parcel i.e., Block A and Block B.
5. The land in question is the Acquired Land in favour of SJDA for the construction of a project namely **"NEW TOWNSHIP"**.
6. The word SUCCESSFUL BIDDER wherever appearing means the highest bidder for each land parcel i.e., Block A and Block B whose rate has been accepted by Siliguri Jalpaiguri Development Authority with the approval of the Hon'ble Supreme Court.
7. This physical auction is governed by the TERMS & CONDITIONS as contained herein as well as the general financial norms of the Government of West Bengal.
8. Physical auction opening date & time, closing date & time and other dates and times mentioned herein shall be according to Gregorian calendar & Indian Standard Time (IST) only.
9. The bidders who are interested to get transfer of the above 92.96 acres in two blocks i.e., A & B each having area of more or less 46.48 acres on lease basis through Physical auction should get themselves registered with SJDA by submitting all relevant documents for participating in this Physical auction process on or before 11.00 Hours of 08.10.2026.
10. Parties may carry out physical inspection of the plot during 11.00 Hrs to 16.30 Hrs on any date between 22.09.2026 to 25.09.2026, both days included.
11. No revision in the offers shall be permitted after conclusion of the Transfer of Lease hold rights by the Hon'ble Court.
12. Each interested party shall deposit Rs. 20,000,00,00.00 (Rupees Twenty Crore Only) separately for each land area i.e, Block-A & Block-B. in the Bank Account of SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY, bearing account no 912010035059401, in AXIS BANK, Hill Cart Road, Siliguri (W.B)

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branch, Siliguri 734403 having IFS code no.-UTIB0001403. Parties interested to bid for both the blocks A & B will have to deposit Rs. 40,000,00,00.00 (Rs. Forty Crore only). The amount(s) so received shall be invested in interest-bearing Fixed Deposit(s) for a period of three months with an auto renewal clause.

13. The land measuring about 92.96 acres has been divided in two blocks i.e., A & B each having area of more or less 46.48 acres and auction will be held separately for each block.

14. Lease period shall be for a period of 99 years. Lease rent of Re.1 shall be payable for the entire tenure of the lease. Draft of the lease deed is annexed herewith and is uploaded on SJDA website i.e, <https://www.sjda.org>.

15. Lease deed for each block will be executed by the SJDA on full payment as per the format approved by the Hon'ble Supreme Court of India

16. The successful bidder shall deposit 20% of the bid amount within a period of one month from the date it is confirmed by Hon'ble Court. In case of failure to deposit the said amount, the sum of Rs.20 Crore deposited by the successful bidder shall stand forfeited.

17. The individual sums of Rs.20 Crore deposited by each of the unsuccessful bidders, except the second highest bidder for each block, shall be refunded on confirmation of the bid by the Hon'ble Supreme Court. In case of failure on the part of the highest bidder to deposit the 20% amount, the bid given by the second highest bidder shall be accepted and, thereupon, the second highest bidder shall pay 20% of the bid amount within a period of one month from the date of the order of the Hon'ble Supreme Court to that effect. Default stipulation of forfeiture of Rs.20 Crore will equally apply to the second highest bidder.

18. 20% of the bid amount to be deposited shall include and take into consideration the deposit of Rs.20 Crore already made for participation in the auction. The balance amount of 80% shall be paid within a period of seven months from the date of confirmation of the bid.

19. Lease deed will be signed and executed on payment of the full amount. Successful bidder will be entitled to mortgage/encumber the lease hold rights with a financial institution after payment of 20% of the bid amount, subject to the condition that the money received is deposited with the SJDA.

20. The transfer of the leasehold right will be held entirely at the risk of the Bidders/intending party(s) from the time and date of the confirmation of the Supreme Court of India. The Auctioneers will not be liable for any loss, deficiency or deterioration or damages or injury to the property after such transfer.

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21. The successful intending party shall have to take the possession of the said leasehold rights from the date of execution and registration of the Deed of lease or any other time as fixed by the Hon'ble Court.

22. The transfer would be subject to such modification/alteration of the Terms and Conditions of transfer as the Hon'ble Court deem fit and proper and the decision of the Hon'ble Supreme Court of India shall be final.

23. No bidders/intending party(s) will be allowed to offer in the name of nominee/nominees.

24. The proposed transfer may be withdrawn or cancelled by the Siliguri Jalpaiguri Development Authority/lessor/owner of the Schedule Property subject to the leave of the Hon'ble Court without assigning any reason thereof.

25. The Hon'ble Supreme Court of India may set aside the transfer even after the transfer is confirmed in favour of the Offerers/intending party(s) and/or bid amount is paid on such Terms and Condition as the Hon'ble Court may deem fit and proper.

26. All Bidders/intending party(s) are to be Indian citizens/firms or companies registered in India under Companies Act.

27. No Bidder/Offerers/intending party(s) shall be represented by any Broker or Agent or any third party.

28. Bidders/intending party(s) are invited for transfer of lease hold right of above-mentioned plot of land on lease hold basis for 99 years on 'As Is Where Is and Whatever There Is', 'Caveat emptor' and 'No Complaint' basis only with option of renewal for such lease for the like period on the same terms and conditions and to such other terms and conditions as may be imposed and included in such renewal lease deed.

29. The said land shall be used for the purpose of "**TOWNSHIP USE**" only.

30. The LESSEE shall utilize the plot of land for the purpose for which it is leased out within EIGHT years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the said parcel of land after giving the LESSEE an opportunity of being heard.

31. The terms and condition of the lease can be modified by the Auctioneers with the leave of the Hon'ble Court.

32. The inspection of the documents relating to the right, title and interest of the said Land shall be allowed by the Auctioneers at the request of the intending party during **11.00Hrs. to 16.30Hrs.** between 22.09.2026 to 25.09.2026, both days included.

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33. Schedule of Property:

All that piece and parcel of property measuring **92.96 acres in two blocks i.e., A & B each having area of more or less 46.48 acres AT MOUZA DABGRAM J.L NO 2 SHEET NO 16 & 17 WITHIN P.S NEW JALPAIGURI, BLOCK RAJGANJ, DISTRICT JALPAIGURI, WEST BENGAL ON LEASEHOLD BASIS FOR AN INTEGRATED TOWNSHIP FOR DIFFERENT GROUPS OF PEOPLE.**

34. Contact Person of SJDA:

Sri Pradeep Kr. Gupta, ALM, SJDA, Mobile number: 6295115845.

Siliguri Jalpaiguri Development Authority, Himanchal Vihar, Near Passport Seva Laghu Kendra, Matigara, 734010, Telephone: 0353-2515647 Email: sjdawb@gmail.com.

35. REGISTRATION:

All those who wish to participate in this physical Auction and who fulfil the eligibility conditions as stated above shall have to submit relevant documents with SJDA. All documents pertaining to this physical Auction must be submitted by 11.00 Hrs. of 08.10.2026. On receipt of all documents the bidder's registration shall be activated by SJDA and only thereafter a bidder can participate in the physical auction. Participation in this physical Auction is not possible without a valid registration. In case there is any amendment / corrigendum in this document, the same will be uploaded on the SJDA website. Bidders are advised to consult such amendments / corrigendum, if any, before such physical Auction.

36. Documents to be furnished:

Identity & particulars of the Applicant as in the Proforma attached herein (Annexure-A & Annexure—B).

36.1. Valid incorporation/Registration Certificate.

36.2. Memorandum of Association/LLPA/Registered Deed of the Trust.

36.3 Audited Balance Sheet for last three financial years upto 31.03.2024.

36.4 An Auditor's certificate regarding turnover during the last 3 financial years upto 31.03.2024 should be submitted separately.

36.5 Power of Attorney in the Proforma as per Annexure—C of this document.

36.6 PAN Card of the Applicant-Organization.

36.7 Document showing payment of Earnest Money.

Such Documents are required to be submitted on or before the specified end time for submission of such documents i.e., by 11.00 hrs. of 08.10.2026 for getting access to the physical Auction.

37. BIDDING METHODOLOGY

Physical Auction will be started on **08.10.2026 (Thursday)** from **14.00 Hrs.** onwards and continue up to **16.00 Hrs.** subject to auto extension.

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The bidding for the plot shall be in whole rupee with the incremental value of Rs.5,00,000/- (Rupees five lakh) only.

38. CAUTION IN SUBMISSION OF BID:

The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by SJDA in this regard.

39. EARNEST MONEY DEPOSIT

All intending Bidders have to submit Earnest Money Deposit (EMD) of Rs.20 Crore (Rupees twenty crore) only for each land parcel i.e., Block A and Block B. Deposit of such EMD and submission of documents of the same should be completed by **11.00 Hrs. of 08.10.2025**.

Submission of pre-bid EMD should be in favour of the Siliguri Jalpaiguri Development Authority.

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 this physical Auction.

EMD of the unsuccessful bidders except the second one would be returned on confirmation of the bid by the Hon'ble Supreme Court.

The returning of EMD of the 2nd highest bidder shall be taken place only after the deposition of 20% of bid amount by the highest bidder within stipulated period of one month from the date it is confirmed by the Hon'ble Supreme Court.

The EMD of the Successful Bidder shall be automatically retained. In case the bid is accepted and the bidder refuses /fails to deposit 20% of the bid amount within a period of one month from the date it is confirmed by the Hon'ble Supreme Court, the EMD shall be forfeited.

BANK TRANSFER CHARGES EITHER WAY WOULD BE ON INTENDING BIDDER'S ACCOUNT.

40. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

The highest bidder shall be notified by email. Hence, bidders are advised to keep their email account active and monitor the same carefully. In case of non-receipt of email, the bidder may contact SJDA.

In case, the bid amount is not paid as specified in clause 16 and 18 of TERMS AND CONDITIONS of this auction, by the Successful Bidder, the offer for transfer of lease hold right 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.

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41. STARTING BID PRICE

There is a 'Starting Bid Price' for physical bidding, which is Rs. 200 Crore (Rupees two hundred crore) only with an incremental bid value of Rs. 5,00,000/- (Rupees five lakh) only for each block i.e., Block A & Block B, each having area of 46.48 acre. Bidders have to bid above 'Starting Bid Price'.

42. PAYMENT SCHEDULE

As mentioned in Terms & Conditions.

43. DEFAULT IN PAYMENT BY THE SUCCESSFUL BIDDER

As mentioned in Terms & conditions.

44. OTHER CONDITIONS

44.1. The transfer of lease hold right of plot would be made in favour of a single successful bidder who has quoted highest rate above starting bid price and who has been found to have fulfilled all conditions of transfer as stated in these documents, after the approval of the appropriate authority is obtained.

44.2 The transfer would be made on leasehold basis.

44.3. The plot of land so offered is for the purpose of development of "**Integrated Township for different groups of people**" and cannot be used for any other purpose. If at any point of time it is detected that such condition has been violated, SJDA shall have the right to take necessary legal actions as it deems fit and proper.

44.4. Construction on this plot of land would have to be done as per plan approved by the concerned Authority.

44.5. The Successful Bidder has to execute the Deed of lease with SJDA for the said plot of land and the plot would only be used for the purpose as stated. In case of detection of any violation, concerned Authority would take action as per relevant and extant rules.

44.6. All statutory clearances/licenses/permissions shall be obtained by the allottee within the time frame as stated herein. All bids shall remain valid for 180 (one hundred eighty) days from the date of closing of physical Auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed for SJDA, such bids will be deemed to be automatically extended to be valid up to the next working day of SJDA.

44.7. It would be deemed that by participating in the bidding process through this physical Auction method, the bidder has made a complete and careful examination of the terms and conditions for the instant bid, received all relevant information required for submission of the bid either from SJDA or by its own diligence and understood that it would have no recourse to SJDA, post transfer of leasehold rights of the concerned property.

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44.8. By bidding in this physical Auction, the bidders confirm that they have thoroughly satisfied themselves of the nature, conditions and quality of the asset and its physical condition and that they have no complaints about the same.

44.9. By bidding in this physical Auction, the bidders undertake to abide by these terms and conditions of e-Auction and further undertake that on being declared as Successful Bidder, they will make full payment towards bid amount and if they fail to do so they will have no objection to their EMD being fully forfeited.

44.10. It is notified for information of the Bidders that the instant offer as well as selection of successful bidder is subject to the scrutiny and approval.

44.11. Other documents to be provided: Names of the Members in the Board of Directors as per the record with Registrar of Companies (ROC) /Trustee/Member of the society of the proposed bidder.

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45. Force Majeure

Either party shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, earthquake, war, riots, epidemics, pandemic, political upheavals, Governments actions, civil commotion, or otherwise or any other cause or conditions beyond the control of both the parties. It will be at the sole discretion of SJDA to extend the time of performance by such period as may be necessary to enable SJDA to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

46. Dispute Resolution

The entire bidding process shall be governed by, and construed in accordance with, the laws of India and Hon'ble Supreme Court of India and Calcutta High Court, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process, the subsequent lease and the entire transaction, to the exclusion of all other Courts in the world.

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47. Salient features:

Block A:

1	Schedule of land	Mouza-Dabgram, J.L.No.2, Sheet nos.16&17, P.S. New Jalpaiguri, Block-Rajganj, Dist. Jalpaiguri (as per draft lease deed in annexure E)
2	Area	46.48 Acre
3	Principal Use	Township use i.e., for development of an integrated township for different groups of people
4	EMD	Rs.20.00 Crore (Rupees twenty crore)
5	Starting Bid Price	Rs.200.00 Crore (Rupees two hundred crore)
6	Bid Incremental Value	Rs.5.00 Lakh (Rupees five lakh)
7	Construction Period	08 years (Eight Years)

Block B

1	Schedule of land	Mouza-Dabgram, J.L.No.2, Sheet nos.16&17, P.S. New Jalpaiguri, Block-Rajganj, Dist. Jalpaiguri (as per draft lease deed in annexure E)
2	Area	46.48 Acre
3	Principal Use	Township use i.e., for development of an integrated township for different groups of people
4	EMD	Rs.20.00 Crore (Rupees twenty crore)
5	Starting Bid Price	Rs.200.00 Crore (Rupees two hundred crore)
6	Bid Incremental Value	Rs.5.00 Lakh (Rupees five lakh)
7	Construction Period	08 years (Eight Years)

48. Schedule of Dates:

No	Activity	Date & Time
1	Date of publication of Auction notice in the newspapers	14.9.2026
2	Auction document Publication Date & Time in SJDA website i.e., https://sjda.org .	14.9.2026
3	Pre-bid meeting in Conference room, SJDA at Himanchal Vihar.	23.09.2026 at 12:00 hours
4	Physical verification of site & inspection of documents	22.09.2026 to 25.09.2026, both days included from 11.00 hrs to 16.30 hrs.
5	Bid documents submission Start Date & Time	14.09.2026 from 11:00 hours
6	Bid documents submission End Date & Time	08.10.2026 upto 11:00 hours
7	Document/Payment Approval by SJDA Date & Time	08.10.2026 at 13:00 hours
8	Auction Start Date & Time	08.10.2026 at 14:00 hours
9	Auction End Date & Time	08.10.2026 upto 16:00 hours

Closing of e-Auction: The e-Auction will be closed at given time. However, if there is any bid within 10 minutes of closing time the closing time shall automatically be extended by 10 minutes and continued to be extended in the same way by 10 minutes unless there is no bid within such extended time.

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Annexure — A

Letter of Bid and Intent

(Letter head of the Bidder including full Postal Address, Telephone No., Fax No, and Email ID) (as applicable)

Date:

To

The Chief Executive Officer,

Siliguri Jalpaiguri Development Authority,

Himanchal Vihar,

Near Passport Seva Laghu Kendra, Matigara

District- Darjeeling, PIN-734010

Subject: AUCTION FOR TRANSFER OF LAND MEASURING MORE OR LESS 46.48 ACRES BLOCK-A (WESTERN SIDE) / BLOCK-B (EASTERN SIDE) (STRIKE OUT WHICHEVER IS NOT APPLICABLE) OUT OF 92.96 ACRES ON LEASE HOLD BASIS FOR THE PERIOD OF 99 YEARS SITUATED AT MOUZA DABGRAM J.L NO 2 SHEET NO 16 & 17 WITHIN P.S NEW JALPAIGURI, BLOCK RAJGANJ DISTRICT JALPAIGURI, WEST BENGAL FOR AN INTEGRATED TOWNSHIP FOR DIFFERENT GROUPS OF PEOPLE

Ref: Your notice for e-Auction issued under No. Dated2025.

Madam,

1. Being duly authorized to represent and act for and on behalf of (herein the Bidder), having studied and understanding fully all the information provided in the instant e-bid Document, I,, the undersigned hereby intends to participate in the e-bidding process for transfer of lease hold right of SJDA Plot of Land having area 46.48 Acres on leasehold basis in Mouza-Dabgram, J.L.No-2 according to the terms and conditions of the offer made by SJDA, as detailed in the bid document.

2. Bids will be quoted in the Physical auction and will be duly confirmed by the authorized representative.

I do hereby enclose the documents as stated below.

3. That the Bidder organization is a Corporate Body registered under the Companies Act or Registered Trust / Registered Society. SJDA is hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the Bid.

4. SJDA and its authorized representatives may contact the following persons for such enquiry as may be required:

Name of the person/s: Address:

Phone No. :

Mobile no:

Email address:

5. This participation in the bidding process is made with full understanding that:

a. SJDA reserves the right to reject or accept any Bid, modify/ cancel the bidding process, and/or reject all or any of the Bids.

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Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

- b. SJDA shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. I, the undersigned do hereby declare that the statements made, and the information provided herein are complete, true and correct in every aspect.
7. We have read the terms and conditions of the offer detailed in the Auction Notice and are willing to abide by them unconditionally.
8. The offer made by us is valid for 180 days from the Bid Submission Date. We understand that SJDA may require us to extend the validity of the bid for such period as may be determined by SJDA at its discretion.
9. In case our offer is accepted and if we fail to pay the amount in the manner specified by SJDA, the amount of Earnest Money and any further instalments paid by us under this offer shall stand absolutely forfeited.
10. The decision of SJDA concerning this transaction shall be final and binding on us.
11. I/We are ready to abide by the Terms & conditions including modifications if any made by the Hon'ble Supreme Court of India in this regard.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for SJDA to reject our Bid and/or to cancel the award of lease, at any point of time.

Yours faithfully,

For and on behalf of

(Name of Bidder)

Name of the Signatory

Enclosures: - Copy of the following documents.

- 1) Identity & particulars of the Applicant as in the Proforma attached herein.
- 2) Valid Incorporation / Registration Certificate
- 3) Memorandum of Association/LLPA/Copy of Trust Deed.
- 4) Audited Balance Sheet for last three financial years upto 31.03.2024.
- 5) An Auditor's certificate regarding turnover during the last 3 financial years i.e., upto 31.03.2024 should be submitted separately.
- 6) Power of Attorney in the Proforma as per annexure C of this document (in original).
- 7) PAN Card of the Applicant-Organization.
- 8) Document showing payment of Earnest Money

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Annexure- B

ORGANISATION DETAILS OF THE BIDDER

AUCTION FOR TRANSFER OF LAND MEASURING MORE OR LESS 46.48 ACRES BLOCK-A (WESTERN SIDE) / BLOCK-B (EASTERN SIDE) (STRIKE OUT WHICHEVER IS NOT APPLICABLE) OUT OF 92.96 ACRES ON LEASE HOLD BASIS FOR THE PERIOD OF 99 YEARS SITUATED AT MOUZA DABGRAM J.L NO 2 SHEET NO 16 & 17 WITHIN P.S NEW JALPAIGURI, BLOCK RAJGANJ DISTRICT JALPAIGURI, WEST BENGAL FOR AN INTEGRATED TOWNSHIP FOR DIFFERENT GROUPS OF PEOPLE

Particulars of the Bidder:

- Name:
- Address of the corporate headquarters and its branch office(s), if any, in India (as applicable):
- Date of incorporation and/or commencement of business with CIN No (as applicable):
- Status of the organization: Corporate Body registered under the Companies Act or Registered Trust/Registered Society (Please strike out whichever is not applicable)
- Copies of the following documents are to be provided:

Particulars		Details
i.	Latest audited Balance sheet	
ii.	Permanent Account Number Certificate	

Details of Authorised Signatory of the Bidder:

- Name:
- Designation (as applicable):
- Address:
- Telephone No. / Fax no:
- Mobile No:
- Email Address:

We further acknowledge and agree that:-

- In case our offer is accepted and if we fail to pay the bid amount in the manners specified by SJDA, the amount of Earnest Money and any further instalments paid by us under this offer shall stand absolutely forfeited by SJDA.
- I/We have read and understood the terms and conditions of the Auction notice and documents and hereby unequivocally and unconditionally accept the same.
- The decision of the Hon'ble Supreme Court of India concerning this transaction shall be final and binding on us.

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Phone: Siliguri – 0353-2512922/2515647 **Jalpaiguri** – 03561-230874 **E-mail:** sjdawb@gmail.com

We hereby declare that the information stated herein above is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for SJDA to reject our Bid and/or to cancel the award of lease.

Dated Signature, Full Name & Designation of the Bidder and the Organization.

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Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

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Annexure-C

FORMAT OF POWER OF ATTORNEY FOR PARTICIPATION IN THE E- AUCTION

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, that we.....

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr / Mrs.....

..... (Name and address of residence) who is presently employed with us and holding the position of..... as

our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid which may be given physically through Auction process for transfer of leasehold right of SJDA's plot of land having area more or less 46.48 acres Block-A (western side) / Block-B (eastern side) (strike out whichever is not applicable) out of 92.96 acres on lease hold basis for the period of 99 years situated at Mouza Dabgram J.L No 2 Sheet No 16 & 17 Within P.S New Jalpaiguri, Block Rajganj District Jalpaiguri, West Bengal for an integrated township for different groups of people including signing and submission of all documents and providing information/responses to SJDA, representing us in all matters before SJDA, and generally dealing with SJDA in all matters in connection with our said Bid in reference to SJDA's notice for Auction issue under No..... dated.....2026.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature of the Executants)

I Accept

.....:.....(Signature)

(Name Title and Address of the Attorney)

- To be executed by the Sole Bidder.

Mode of execution of this Power of Attorney shall be the standard one as per applicable laws on affixation of the Common Seal of the Company.

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Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

Annexure-D:

Location map of 92.96 acres of land in Mouza-Dabgram, J.L.No.2, Sheet nos.16&17, P.S. New Jalpaiguri,

Block-Rajganj, Dist. Jalpaiguri

New Township near N.B.M.C&H

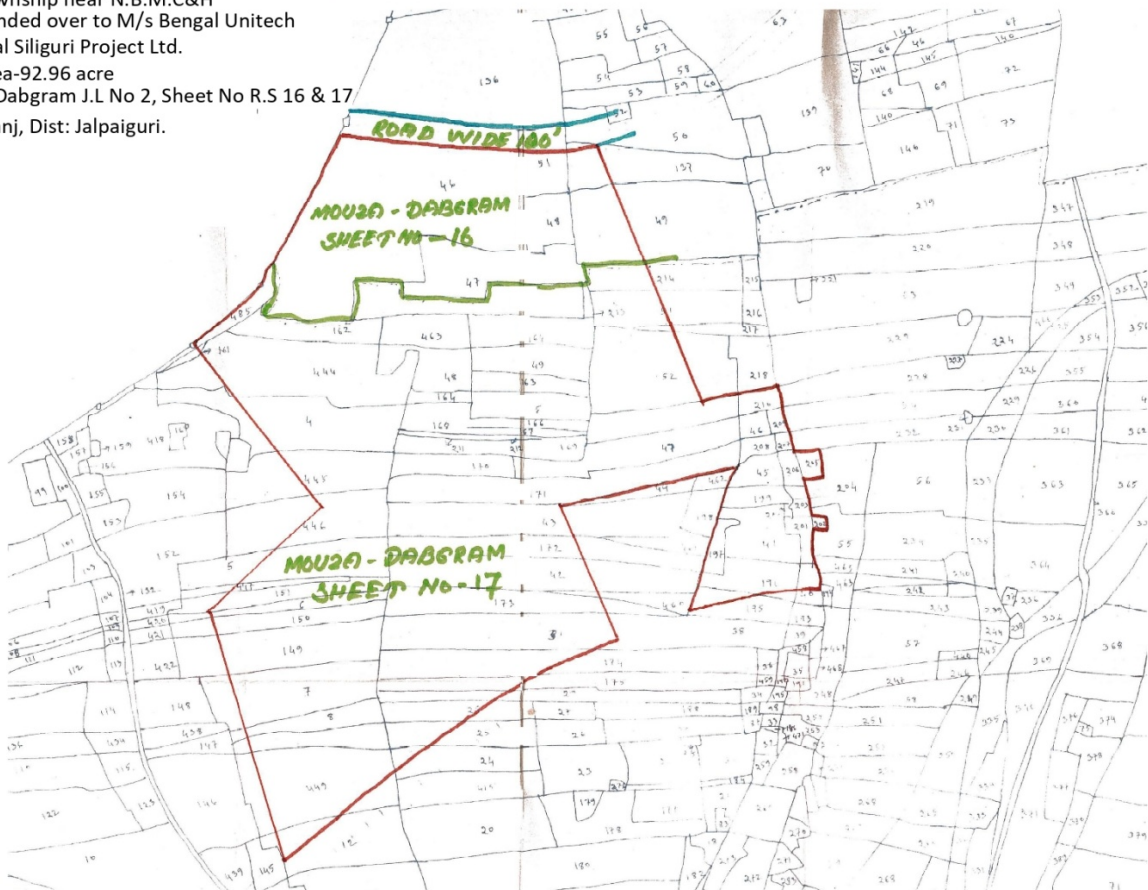
Land handed over to M/s Bengal Unitech

Universal Siliguri Project Ltd.

Total Area-92.96 acre

Mouza- Dabgram J.L No 2, Sheet No R.S 16 & 17

P.S Rajganj, Dist: Jalpaiguri.



Siliguri Jalpaiguri Development Authority

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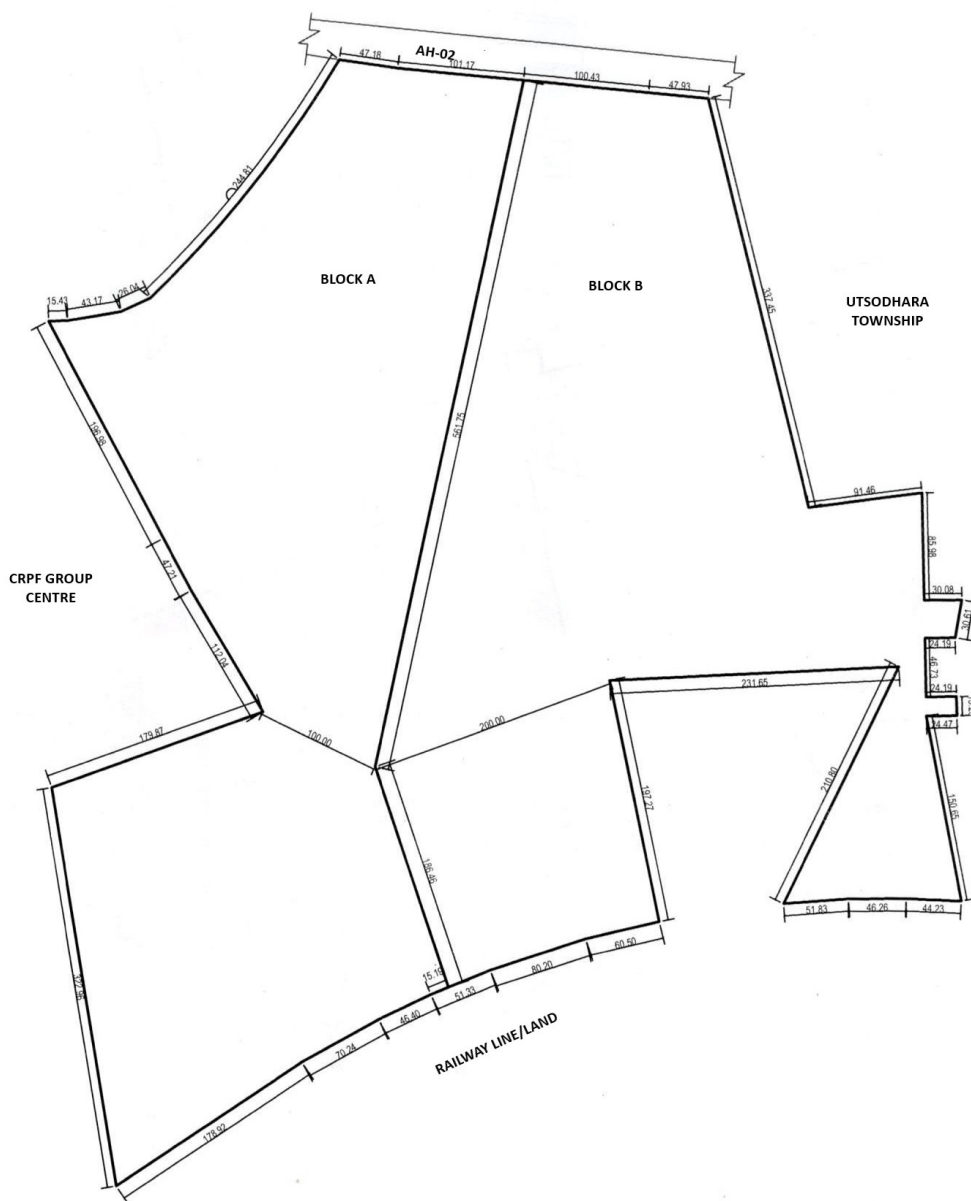
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Location map of two blocks (Block A and Block B):

BLOCK A (Western Side):	BLOCK B (Eastern Side):
Area: More or less 46.48 acres	Area: More or less 46.48 acres
Boundary:	Boundary:
North: Asian Highway 02	North: Asian Highway 02
South: Railway line/land	South: Railway line/land
East: Block B	East: Utsodhara Township
West: C.R.P.F. Group Centre	West: Block B



Dimension and area mentioned in the site plan are indicative and subject to minor modification during field verification

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Phone: Siliguri – 0353-2512922/2515647 **Jalpaiguri – 03561-230874** **E-mail:** sjdawb@gmail.com

ANNEXURE E

Note: Schedule of 92.96 acres mentioned in the lease deed will be divided in two blocks namely Block-A (western side) & Block-B (eastern side), each block having area more or less 46.48 acres and schedule of land and boundary will be modified accordingly.

**DEED OF LEASE
DRAFT**

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THIS INDENTURE OF LEASE made this day of 20..... BETWEEN SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY, a statutory body constituted in the year 1980 under - West Bengal Town and Country (Planning and Development) Act, 1979 (West Bengal Act XIII of 1979) of the Government of West Bengal. The Authority has its principal office at Tenzing Norgey Central Bus Terminus, Tenzing Norgey Road, (Hill Cart Road), in the town of Siliguri, under Post Office – Pradhan Nagar – 734003, in the District of Darjeeling, in the State of West Bengal hereinafter called the 'LESSOR' (which expression unless excluded by or repugnant to the context be deemed to include his successor-in-office and assigns) of the ONE PART.

a) AND being a citizen of India, son of residing at.....
... hereinafter called the 'LESSEE' (which terms unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

[Applicable in case of an Individual]

b) AND being a citizen of Indian son of residing at and being a citizen of India, son of residing at and carrying on business in partnership under name and style of at hereinafter called the 'LESSEE' (which term unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and permitted assigns and/or the partners for the time being of the said firm of and their respective heirs, executors, administrators, successors and permitted assigns) of the OTHER PART.

[Applicable in case of partnership firm]

Siliguri Jalpaiguri Development Authority

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Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647Jalpaiguri – 03561-230874E-mail: sjdawb@gmail.com

c) AND

.....
... a Company registered under the Companies Act, 1956 having its
registered office at
..... 'LESSEE'
(which term unless excluded by or repugnant to the context be
deemed to include its successors and assigns) of the OTHER PART.

[Applicable in case of a Company]

As per order of the Hon'ble Supreme Court of India dt. 04.02.2025 in Special Leave Petition (Civil) Diary no(s). 46595/2024, advertisement was published in the newspapers for auction of 92.96 acre of land in Mouza-Dabgram, JL no. 02, vide Lessor's office memo no.and auction was held on at Bagdogra as per direction of the Hon'ble Supreme Court of India and the Lessee became the successful bidder for implementation of the project by the Lessor vide letter bearing memo no....

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to the LESSOR by the LESSEE of the sum of Rs (Rupees) as lease premium on or before the execution of these presents and of the rent hereby reserved and fully mentioned in **Part-II** of the Schedule hereunder written and of the covenants and conditions contained in **Part-II** of the Schedule hereunder written on the part of the LESSEE all that piece and parcel of land more particularly delineated in the plan hereunto annexed and described in **Part-I** of the Schedule hereunder written TO HOLD the same unto the LESSEE for the period of 99 (ninety-nine) years from DD/MM/YYYY (the date of delivery of possession) yielding and paying therefore the rents at the time and in the manner specified in **Part-II** of the said Schedule hereunder written on the terms and conditions of the physical auction/bid held on vide notice no.duly executed in between the Lessor and the Lessee hereto forming part of this presents.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day, month and years first above written.

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Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

Signed, Sealed and delivered by:-

.....

(Name and Designation)

Signature (with

Seal if any)

For and on behalf of the Governor of the
State of West Bengal in the presence of:-

1.

(Signature & Address of witness)

2.

(Signature & Address of witness)

Signed, Sealed and Delivered to:-

.....

(Name and Designation)

Signature (with

Seal if any)

For and on behalf of the lessee in the presence of:

1.

(Signature & Address of witness)

2.

(Signature & Address of witness)

Part-I

SCHEDULE

(Particular of Vacant Land hereby transferred by this Deed of Lease)

ALL that piece or parcel of a leasehold non-agricultural land, total area measuring about **92.96 (Ninety Two Point Nine Six) Acers**, more or less, at an annual rent for the demised plot of landed property is payable to the Govt. of West Bengal, represented by the B.L. & L. R. O. – Rajganj, included in the below mentioned/tabled part/or full of L.R./R.S. Plot Nos., situated within Mouza – Dabgram, J.L.No-**02** (Two), Sheet No: **16 &**

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Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

17, under Police Station – New Jalpaiguri, Sub-Registration District – Bhaktinagar, within the limits of Gram Panchayet, situated in the District of Jalpaiguri, in the State of West Bengal.

The total area of landed property, area measuring about **92.96** (Ninety Two Point Nine Six) Acres, more or less, in different plot as given herein below is/are sold by these presents: ~

LAP Case No:07 / 2003-04.

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	46	Part	Dabgram	02	16	9.59
					Total ~	9.59

Total Acquired Area is 9.59 Acres.

LAP Case No:08 / 2003-04.

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	46	Part	Dabgram	02	16	2.29
2	47	Full	Dabgram	02	16	2.66
3	48	Full	Dabgram	02	16	0.91
4	51	Part	Dabgram	02	16	0.81
					Total ~	6.67

Total Acquired Area is 6.67 Acres.

LAP Case No:09 / 2003-04.

Siliguri Jalpaiguri Development Authority

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Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	49	Part	Dabgram	02	16	1.92
2	137	Part	Dabgram	02	16	0.64
					Total ~	2.56

Total Acquired Area is 2.56 Acres.

LAP Case No:19 / 2003-04.

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	51	Part	Dabgram	02	17	0.96
2	52	Part	Dabgram	02	17	3.33
3	50/213	Full	Dabgram	02	17	0.14
4	214	Part	Dabgram	02	17	0.74
5	51/217	Part	Dabgram	02	17	0.04
					Total ~	5.21

Total Acquired Area is 5.21 Acres.

LAP Case No:20 / 2003-04.

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	48	Full	Dabgram	02	17	1.18
2	49	Full	Dabgram	02	17	1.33
3	50	Full	Dabgram	02	17	2.72

Siliguri Jalpaiguri Development Authority

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4	49/163	Full	Dabgram	02	17	0.78
5	48/164	Full	Dabgram	02	17	0.30
6	49/165	Full	Dabgram	02	17	1.22
7	48/463	Full	Dabgram	02	17	1.03
8	49/464	Full	Dabgram	02	17	1.48
					Total ~	10.04

Total Acquired Area is 10.04 Acres.

LAP Case No:21 / 2003-04.

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	4/162	Full	Dabgram	02	17	1.28
2	4	Part	Dabgram	02	17	2.95
3	4/161	Part	Dabgram	02	17	0.01
4	4/444	Part	Dabgram	02	17	4.22
5	4/485	Part	Dabgram	02	17	0.66
					Total ~	9.12

Total Acquired Area is 9.12 Acres.

LAP Case No:22 / 2003-04.

S.N .	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	6/149	Part	Dabgram	02	17	2.15
2	6/150	Part	Dabgram	02	17	1.01

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3	6	Full	Dabgram	02	17	0.70
4	6/151	Full	Dabgram	02	17	0.78
5	6/447	Full	Dabgram	02	17	0.06
6	5	Full	Dabgram	02	17	1.04
7	4/446	Full	Dabgram	02	17	1.24
8	4/445	Full	Dabgram	02	17	1.72
					Total ~	8.70

Total Acquired Area is 8.70 Acres.

LAP Case No:23 / 2003-04.

<u>Sl. No.</u>	<u>R.S. Plot No</u>	<u>Full or Part</u>	<u>Mouza:</u>	<u>J.L. No:</u>	<u>Sheet No:</u>	<u>Acquired Area (in acres)</u>
1	7	Part	Dabgram	02	17	2.47
2	8	Part	Dabgram	02	17	0.89
3	12/448	Full	Dabgram	02	17	0.93
4	12/449	Full	Dabgram	02	17	3.12
5	12	Full	Dabgram	02	17	0.33
					Total ~	7.74

Total Acquired Area is 7.74 Acres.

LAP Case No:24 / 2003-04.

S.N	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area
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.						(in acres)
1	48/168	Full	Dabgram	02	17	0.77
2	49/165	Full	Dabgram	02	17	0.43
3	49/167	Full	Dabgram	02	17	0.26
4	48/211	Full	Dabgram	02	17	0.14
5	49/212	Full	Dabgram	02	17	0.21
6	47/169	Full	Dabgram	02	17	2.86
7	47/170	Full	Dabgram	02	17	0.92
8	47	Full	Dabgram	02	17	2.16
					Total ~	7.75

Total Acquired Area is 7.75 Acres.

LAP Case No:25 / 2003-04.

S.N	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	47/171	Full	Dabgram	02	17	3.14
2	42	Part	Dabgram	02	17	2.45
3	42/172	Part	Dabgram	02	17	1.53
4	43	Part	Dabgram	02	17	2.35
					Total ~	9.47

Total Acquired Area is 9.47 Acres.

LAP Case No:26 / 2003-04.

S.N	R.S.	Full or Part	Mouza:	J.L. No:	Sheet	Acquired Area
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.	Plot No				No:	(in acres)
1	46/460	Part	Dabgram	02	17	0.11
2	37	Part	Dabgram	02	17	3.09
3	37/174	Part	Dabgram	02	17	1.85
4	37/175	Part	Dabgram	02	17	0.70
5	37/173	Part	Dabgram	02	17	2.16
6	24	Part	Dabgram	02	17	0.09
7	25	Part	Dabgram	02	17	0.40
8	28	Part	Dabgram	02	17	0.62
9	29	Part	Dabgram	02	17	0.52
					Total ~	9.54

Total Acquired Area is 9.54 Acres.

LAP Case No: 27 / 2003-04.

S.N	R.S. Plot No	Full or Part	Mouza:	J.L. No:	Sheet No:	Acquired Area (in acres)
1	41	Full	Dabgram	02	17	1.36
2	45	Full	Dabgram	02	17	0.54
3	197	Full	Dabgram	02	17	0.37
4	199	Full	Dabgram	02	17	0.49
5	41/200	Full	Dabgram	02	17	0.04
6	41/201	Full	Dabgram	02	17	0.30
7	41/202	Full	Dabgram	02	17	0.07
8	41/203	Full	Dabgram	02	17	0.21

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9	41/205	Full	Dabgram	02	17	0.25
10	45/	Full	Dabgram	02	17	0.25
11	46/207	Full	Dabgram	02	17	0.12
12	46/208	Full	Dabgram	02	17	0.26
13	46/209	Full	Dabgram	02	17	0.15
14	46/210	Full	Dabgram	02	17	0.39
15	46	Full	Dabgram	02	17	0.27
16	31/195	Part	Dabgram	02	17	0.30
17	31/196	Part	Dabgram	02	17	1.00
18	40	Part	Dabgram	02	17	0.20
					Total ~	6.57

Total Acquired Area is 6.57 Acres.

Details of total acquired area of land in LAP Case Basis is/are as follows:~

S.N.	LAP Case No:	Mouza	J.L. No:	Sheet No:	Acquired Area (in acres)
1	7/2003-04	Dabgram	02	16	9.59
2	8/2003-04	Dabgram	02	16	6.67
3	9/2003-04	Dabgram	02	16	2.56
4	19/2003-04	Dabgram	02	17	5.21
5	20/2003-04	Dabgram	02	17	10.04
6	21/2003-04	Dabgram	02	17	9.12
7	22/2003-04	Dabgram	02	17	8.70
8	23/2003-04	Dabgram	02	17	7.74
9	24/2003-04	Dabgram	02	17	7.75

Siliguri Jalpaiguri Development Authority

A Statutory Authority Under Department of UDMA

An IS/ISO 9001:2008 Certified Organisation

Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

10	25/2003-04	Dabgram	02	17	9.47
11	26/2003-04	Dabgram	02	17	9.54
12	27/2003-04	Dabgram	02	17	6.57
				Total ~	92.96

Total Area - 92.96 Acres.

Butted and bounded by,

In the North : Asian Highway-02.

In the East : Utsodhaara: Teesta Township.

In the South : Railway line/land and

In the West : C.R.P.F Group Centre

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Part-II

1. The LESSEE shall carry out the terms embodied in this lease and will continue to be bound thereby.
- 2.a) The LESSEE shall pay rent of Re. 1/- (Rupee One only) of the leasehold plot of land to the Lessor for the entire tenure of lease.
- 2.b) **The Lessee** shall ensure that the Demised Land be used for the development of an integrated Township for different groups of people.
- 2.c) **The Lessee** shall retain the sole marketing rights for the entire Project Land, which will be done according to the approved Master Plan.
- 2.d) **All construction** on the Project Land will vest in the Lessee.
- 2.e) **In case of** constructed areas, the Lessee will have the right to transfer or assign the constructed area and assign undivided proportionate area of the relevant land with formal intimation to the Lessor. Provided however the LESSEE shall not transfer or assign his leasehold interest on the demised land, whether in full or in part, without developing the same.
- 2.f) **The Lessee** shall indemnify and keep the **Lessor** saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) in relation to the construction of the said Project and resulting from breach of terms and conditions this lease by the Lessee, including any act or neglect or default of the Lessee's sub-consultants and employees resulting in successful claim of decree by any third party or violation of any permission, rules and regulations or bye-laws or arising out of any accident or otherwise.
3. All money payable by the LESSEE to the LESSOR under this deed shall, apart from other remedies, be realizable as a public demand under the Bengal Public Demands Recovery Act, 1913 or any statutory modification thereof for the time being in force.
4. The LESSEE shall utilize the plot of land for the purpose for which it is leased within 8 (eight) years from the date of issue of order sanctioning such lease failing which the LESSOR reserves the right to resume the plot of land after giving the LESSEE an opportunity of being heard.

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5.a) The LESSEE shall, for the purpose of future conversion, apply to the District Land and Land Reforms Officer for change of land use as required under section 4C of the West Bengal Land Reforms Act, 1955 on payment of conversion fee thereof.

5.b) **The Lessee** at the expiration of the term of the lease or on earlier determination thereof, shall peaceably surrender to the **Lessor** the Demised Land.

6.a)

The transfer or assignment or succession by inheritance of leasehold interest of demised land, whether in full or part, which have been effected by the respective LESSEE shall cover the unexpired period of the original lease and terminable by efflux of time i.e. on the expiry original period of lease.

6.b) The transferee or assignee or successor by inheritance of the leasehold interest on the demised land shall duly get their names registered in the District Land and Land Reforms Office and also with the Lessor for record within three calendar months after obtaining possession of the land and will possess and use the land and be bound by all terms, conditions and covenants herein contained.

6.c) The transferee or assignee, including successor by inheritance, shall be required to enter into fresh lease after expiry of the unexpired period of this lease on such terms and conditions and on payment of such salami and annual rent, as the State Government may then fix in granting such fresh lease.

7. The LESSEE shall not in any way diminish the value or injure or make any permanent alterations in the said demised land without the previous written consent of the Lessor and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land as stated in Clause 14 of these presents nor excavate the same except so far as may be necessary for the execution of the works for which the land has been leased out. In the event of making any ditch or excavation, which causes injury to the property without the consent of the Lessor shall cause a notice to be served upon the LESSEE asking him to fill the ditch or excavation. Within one month from the date of receipt of such notice the LESSEE shall comply with the instruction and report compliance to the Lessor.

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8. The LESSEE shall keep the land free from jungle and all sorts of nuisance. On his failure to do so, the Lessor shall cause a notice to be served upon the LESSEE asking him to remove the same. Within one month from the date of receipt of the notice the LESSEE shall comply with the instruction and report compliance to the Lessor.

9. The LESSEE shall pay and discharge all existing and future rates, taxes and assessment, duties, imposition, outgoings and burdens whatever assessed, charged or imposed upon the demised premises or upon the LESSEE or occupier thereof.

10. The LESSEE shall preserve intact the boundaries of the holding and keep them well demarcated according to the requisition of the Lessor. For the purpose of identification of boundary, boundary marks should be fixed as per specification to be prescribed by the Lessor. It will be the duty of the LESSEE to maintain all the boundary marks in good condition, should any boundary mark be missing the LESSEE shall report the fact to the Lessor. On receipt of the report the Lessor shall arrange relocation of the position of missing marks; marks shall be restored by the LESSEE immediately after relocation of the position at his own expenses.

11. The LESSEE shall not use or permit any other persons to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purpose of the lease.

12. The LESSEE shall not use nor permit any other person to use the demised land or any share or portion thereof for any immoral, illegal or unsocial purpose in any manner so as to become a source of grave danger to the public peace or public safety.

13.) It is specifically mentioned here that LESSOR will not be anyway answerable and responsible or liable for anything done by the LESSEE in course of development/ agreement.

14. The LESSOR reserves to himself the right to all minerals on the lands together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.

15. The LESSEE shall have to obtain necessary clearance from the appropriate authority such as West Bengal Pollution Control Board, Development Authority, Municipal Corporation, Municipality, Gram

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Panchayat etc. as may be required before executions of the work on the demised land for which it is leased and for failure to do so the LESSOR reserves the right to resume the plot of land after giving the LESSEE an opportunity of being heard..

16. The LESSEE shall permit the LESSOR and his agents on 24 hours' notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.

17. All fossils, coins, articles of ancient value or antiques and/or remains of geological and / or archaeological value of interest if found and / or retrieved from any part of the demised land the same shall be the absolute property of the LESSOR/State Government and the LESSEE shall ensure protection of the same until removal and /or retrieval by the LESSOR forthwith from detection.

18. The Lessor i.e. SJDA shall have right to termination/determination of Deed of Lease if the LESSEE if it is found that the LESSEE has suppressed any information or has done an acts of misrepresentation of fact etc. with due procedure and after giving opportunity of hearing to the lessee/successors.

19. On breach or non-observance of any of the foregoing covenants, terms or conditions rendering the demised land unfit for use for the purpose for which it is leased, the lease shall be determined/terminated by the LESSOR on giving the LESSEE an opportunity of being heard and the LESSEE shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the LESSOR.

20. Where the transfer of assignment of leasehold interest of demised land, whether in full or part, effected by the LESSEE without obtaining such formal permission of the LESSOR, for the implementation of any project or work for different purpose, not within the ambit of the foregoing covenants, terms or conditions of lease, but solely with the purpose of profiteering, shall be termed as "Major Violation" and such lease shall be determined/terminated by the LESSOR and the LESSEE shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the Lessor.

AND THIS INDENTURE FURTHER WITNESSETH

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i) THAT notwithstanding anything contained in this lease deed and subject to prior permission in writing of the LESSOR, the LESSEE may create a charge or mortgage with the approval of Lessor on the ***leasehold interest in the demised land and not the demised land itself***, in favour of Financial Institutions / Recognised Mutual Funds/Banks/Trustees for securing financial assistance which may be advanced to the LESSEE by the said of Financial Institutions / Recognised Mutual Funds/Banks/Trustees.

ii) That the LESSOR will not during the subsistence of the mortgage in favour of Financial Institutions / Recognised Mutual Funds / Banks / Trustees, forfeit or terminate the lease or exercise the power of entry thereunder without giving 90 (ninety) days' notice in writing. In case of any breach or default committed by the LESSEE of the terms, conditions and covenants of this LEASE, communications of the said breach or default will be made to the LESSEE and copies of the same shall be endorsed to all Financial Institutions / Recognised Mutual Funds/Banks/Trustees and reasonable opportunity may be given to the LESSEE or Financial Institutions / Recognised Mutual Funds/Banks/Trustees to rectify and remedy such breach or default. In the event of the Financial Institutions / Recognised Mutual Funds/Banks/Trustees enforcing their right as the Mortgagee the LESSOR will recognize the transferee or assignee subject to the same terms and conditions contained in this Indenture of Lease and if only the transferee or assignee shall agree to pay enhanced land premium/salami and annual rental dues against original LESSEE and other charges if due, at the prevailing time and finalise and execute amendment to this INDENTURE OF LEASE to that extent.

iii) That the LESSOR, unless there is anything repugnant to its interest in the land, will not terminate the lease upon winding up/bankruptcy/insolvency of the LESSEE company without reference to the Financial Institutions/Recognized Mutual Funds/Banks/Trustees so long as the Mortgage in favour of the Financial Institutions/Recognized Mutual Funds/Banks/Trustees are subsisting.

iv) That Financial Institutions / Recognised Mutual Funds/Banks/Trustees will be entitled to receive and appropriate the realization for the payment of their respective mortgage debts inclusive of principal, interest, incidental costs, expenses and all other moneys payable under the respective Mortgage securities in full and to appoint Receiver/Manager to take any other steps as provided in law

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subject to the rights and claims of the LESSOR and subject to the conditions that Financial Institutions / Recognised Mutual Funds/Banks/Trustees shall obtain prior permission in writing of LESSOR in the event of initiation of such proceeding.
