



## Asansol Durgapur Development Authority

(A Statutory Body of Government of West Bengal)

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Memo No: ADDA/DGP/PC-17/17-18/424

Date: 27.12.2018

### **NOTICE**

#### **E-auction for Allotment of Land for Commercial or Commercial Housing purpose in ADDA area on long term lease basis (for 99 years)[2<sup>nd</sup> CALL].**

ASANSOL DURGAPUR DEVELOPMENT AUTHORITY (ADDA), a statutory authority of the Government of West Bengal under the Department of Urban Development (T&CP), hereby invites e-auction from eligible bidders for allotment of vacant plots on 'Lease- Hold' basis for a period of 99 years with provision of renewal of lease for setting up of Commercial or Commercial Housing Project under principal use of 'COMMERCIAL'. [as defined in The West Bengal Town and Country (Planning and Development) Act, 1979, Section 2: Definition, Clause 5 and 6]

Against each plot, separate e-auction will be held and the allotment will be made to the highest bidder through online e-Auction to be conducted by the Asansol Durgapur Development Authority provided that the highest bid obtained is higher than or equal to the Reserve Price fixed for the Plot.

Intending bidders should read carefully eligibility criteria, terms & conditions, methodology of e-auction etc. as detailed below & should act accordingly.

**It is notified for the information of the Applicant-Bidders that the offer is subject to Approval of the appropriate Authority as per Order of Government of West Bengal Land and Land Reforms Department, Land Policy Branch, Writers' Buildings, Kolkata – 700001 vide No. 6686-LP/1A-18/2012, Dated: 26.12.2012 and as per Memorandum issued by Finance Department, Government of West Bengal vide its no. 4068-F(Y) Dated 25<sup>th</sup> May, 2015.**

#### **1. INTRODUCTION:**

The Government of West Bengal has set up ASANSOL DURGAPUR DEVELOPMENT AUTHORITY (ADDA) in Asansol-Durgapur region for planned and scientific management of growth & sustainable development. ADDA was established under the West Bengal Town & Country (Planning & Development) Act 1979, (West Bengal Act XIII of 1979) merging the Asansol Planning

Organisation, Asansol (Estd. 1964) and the Durgapur Development Authority, Durgapur (Estd. 1958) with effect from 1<sup>st</sup> April, 1980. ASANSOL DURGAPUR DEVELOPMENT AUTHORITY has been spearheading the cause of industrial, infrastructural and other development activities under its jurisdiction, which extends from Panagarh to Barakar with a total area of 1615.90 sq. km. covering about 30 lakhs of both rural and urban population.

Acting as a change agent for infrastructural growth and technological advancement, ADDA is duly giving shape to a host of industrial estates, growth centres and industrial and residential townships. Some major achievements are visible in developing quality urban infrastructure in this region. ADDA has given special emphasis on development of infrastructure in its planning area with a view towards overall urban growth.

It presently witnesses a boom in the educational, retail, hospitality, housing, entertainment and knowledge industry sectors, offering entrepreneurs in these fields the requisite infrastructure. Durgapur and Asansol is one of the prime movers in the changing face of West Bengal, and is the best alternative to any crowded metro in the country.

It was established as an industrial city much before any other in this region. Till date it remains a major attraction to heavy industry due to its location and access to raw material like coal, iron-ore etc. The location advantage of Asansol Durgapur region has increased with the 4 lanning of NH2 and now construction work of another two lanes has been commenced. With its base of raw material, skilled labour, location and basic infrastructure, Asansol-Durgapur certainly forms one of the most attractive destinations for industries from Steel to IT/ITES and retail outlets. The region has seen a phenomenal growth in the past decades and ADDA has collaborated with all growth oriented organisations in the area to ensure that it is planned scientifically.

City Centre at Durgapur, with the administrative offices, shopping mall, multiplex, auditorium, amusement park and other amenities of modern life has grown as a Centre of Commercial and Cultural Activities of the industrial city. KSTP, Asansol has also become the growth centre of Asansol with development of Shristinagar, Sugam park, Chitra More, Srijan commercial hub (Galaxy Mall), institutional and industrial development due to its proximity to existing Asansol main business centre and NH2.

## 2. DETAILS OF LAND PLACED IN AUCTION:

Sl. No.	Auction Number	Layout Plot. No.	Plot Location (Mouza /Ward, Street, Action P.S., Dist. etc.)	Total Quantum of land Area (More or less)	Purpose of use (Specific/ Principal)	Starting Price of auction	Location Map with Geo Referencing & Layout map
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01	2018_WB_1302	B1-01	Mouza-Phuljhore, J.L. No. – 82, North of J.L. Avenue, PS-New Township, Dist- PaschimBurdwan	0.51 acres / 31 cottahs	Institutional / Commercial	Rs. 11,21,33,126/-	<b>Annexure - A</b>
02	2018_WB_1303	CJ/44 & 45	Mouza- DakshinDhadka, J.L. No. – 27, K.S.T.P. Sector-H, PS-Asansol, Dist- PaschimBardhaman	0.107 acres / 6.49 cottahs	Institutional / Commercial	Rs. 60,70,906/-	<b>Annexure - B</b>
03	2018_WB_1304	INS/25	Mouza-Gobindapur, J.L. No. – 18, K.S.T.P. Commercial Area, Opp. R.K. Mission, PS- Asansol(N), Dist- PaschimBardhaman	0.165 acres / 10 cottahs	Institutional / Commercial	Rs. 1,60,02,431/-	<b>Annexure - C</b>
04	2018_WB_1305	JL-04	Mouza-Phuljhore, J.L. No. – 82, North of J.L. Avenue, PS-New Township, Dist- PaschimBurdwan	0.55 acres / 33.5 cottahs	Institutional / Commercial	Rs. 11,72,36,377/-	<b>Annexure - D</b>
05	2018_WB_1306	C1/10/ AUC	Mouza-Faridpur, J.L. No. – 74, PS- Durgapur, Dist- PaschimBurdwan	0.94 Acres / 56.81 cottahs	Institutional / Commercial	Rs. 18,64,27,279/-	<b>Annexure - E</b>
06	2018_WB_1307	INS/25 C/4	Mouza- Phuljhore, J.L. No. – 82, PS-New Township, Dist- PaschimBurdwan  Mouza-Haribazar, J.L. No. – 81, PS- New Township, Dist- PaschimBurdwan  Mouza-Pardai, J.L. No. – 76, PS- New Township, Dist- PaschimBurdwan	1.59 Acres / 96 cottahs	Institutional	Rs. 13,18,82,197/-	<b>Annexure - F</b>
07	2018_WB_1308	CJ/35/A	Mouza- DakshinDhadka, J.L. No. – 27, K.S.T.P. Sector-H, PS-Asansol, Dist- PaschimBardhaman	0.083 acres / 5 cottahs	Commercial	Rs. 46,96,361/-	<b>Annexure - G</b>

<b>08</b>	2018_WB_1309	<b>SAN/01</b>	Mouza-Kaliganj, J.L. No. – 83, PS-Durgapur, Dist- PaschimBurdwan	6.75 acres / 408.37 cottahs	Commercial	Rs. 45,02,84,800/-	<b>Annexure - H</b>
<b>09</b>	2018_WB_1310	<b>SG/CH-01</b>	Mouza-Gopinathpur, J.L. No. – 85, PS-Durgapur, Dist- PaschimBurdwan  Mouza- Nadiha, J.L. No. – 92, PS-Durgapur, Dist- PaschimBurdwan	4.46 acres / 270 cottahs	Commercial Housing	Rs. 22,15,27,418/-	<b>Annexure - I</b>

*Note: (1) Separate –e-auction shall be held for each plot against each Serial number.*

### **3. PERMISSIBLE ACTIVITY:**

Permissible activities under commercial categories of plot will be guided by broad purview of “Commercial use” or “Commerce” as defined in the West Bengal Town and Country (Planning and Development) Act, 1979, Section 2: Definition, Clause 5 and 6.

Commercial housing project over commercial housing plot will be a housing enclave where housing and associated activities will be permissible.

Further, the following development control guideline shall be followed:-

- *Permissible usages under commercial use over the commercial plots will be strictly restricted to varied domain of commercial usages as well as commercialized institutional activities under the broad preview of “commercial use” or” commerce” defined in the West Bengal Town and Country (Planning and Development) Act, 1979, Section 2: Definition, Clause 5 and 6 except the commercial housing or any kind of residential apartments and dwelling units, which is not permissible under this category.*
- *Permissible usages over the plot under Commercial Housing category will be strictly restricted to Residential Housing apartments along with associated essential requirements needed for state of art housing complex.*
- *The FAR & Height of the proposed Commercial / Commercial Housing enclave shall be as permissible under DMC / AMC Building Byelaws. Higher FAR & height will be applicable as per byelaws for all the above mentioned plots as these plots are with wide accessibility of major roads. (Refer the Annexed location map & layout map)*
- *It is mandatory from the part of the successful bidder of Commercial housing that 10% of the total dwelling units shall be specifically designed for the LIG section of the society.*
- *These Dwelling Units may be proposed in addition to the proposed Dwelling Units of the project.*
- *The disposal of the above mentioned LIG units will be through a lottery process to be conducted under the supervision of ADDA or it will be disposed by ADDA through lottery.*
- *The Built up Area for the LIG units shall be exempted from FAR.*

- *The successful bidder shall be entitled to raise construction over the land to be allotted through e-auction and shall be at liberty to select the intending purchaser of the commercial units/apartment/building/flats to be raised thereon and shall be allowed to enjoy the premium consideration to be received out of such commercial units/apartment/building/flats.*
- *But, the successful bidder shall have the duty to execute a tripartite Lease deed with the Lessor wherein the Lessor shall be the confirming party and all other terms and conditions for executing the deed of Lease will be made available before the registration of the deed of Lease.*

#### **4. E-AUCTION WEBSITE:**

*E-Auction portal of NIC i.e. [www.eauction.gov.in](http://www.eauction.gov.in)*

#### **5. SCHEDULED DATES& TIME:**

<b>CALENDAR</b>	<b>DATES</b>	<b>TIME</b>
Publication of e-Auction	31.12.2018	At 10.AM
Last Date of <b>ON LINE SUBMISSION</b> of Application	15.01.2019	Upto 05.00 PM.
Last date for <b>SUBMISSION OF HARD COPIES</b> of application along with Security Deposit & Auction Processing Fee	16.01.2019	Upto 02.00 PM.
Date of Approval for Participation in e-Auction	17.01.2019	By 05.00PM
<b>DATE OF e-AUCTION</b>	<b>18.01.2019</b>	<b>From 11-00 am to 3-00 pm</b>

**Note: Date & Time for dealing with the entire e-auction shall be treated as (IST) Indian Standard Time only. The Online time applicable for e-Auction shall be as per the server clock.**

#### **6. ELIGIBILITY TO PARTICIPATE IN E-AUCTION:**

The offer is open for eligible **individual Entrepreneur, public religious or charitable trust registered under the Trust Act, 1882 or the WAKF Act, 1954, Societies registered under relevant Societies Act and Companies registered under Company Act.** Bidders desiring to participate in this e-Auction shall have to furnish copy of relevant Registration Certificate, as applicable.

#### **7. TERMS & CONDITIONS:**

7.1 E-auction bids are invited for getting allotment of above-mentioned plots of land on leasehold basis for 99 years with renewable clause on 'As Is Where Is', 'Caveat Emptor' and 'No Complaint' basis only.

7.2 There should be at least three (3) eligible Bidders to start the e-Auction process. If the number of such bidders is less than three then the e-auction process would be cancelled and the security money will be refunded.

7.3 The allotment of plot would be made in favour of a single successful bidder who has quoted the highest rate above or equal to the reserve price and who has been found to have fulfilled all the conditions of allotment as stated in these documents (as desired by the Authority).

7.4 The Word SUCCESSFUL BIDDER/ BUYER /LESSEE means, successful bidder whose rate has been accepted by ADDA.

7.5 No prayer of change of site / location or plea of alternative plot shall be entertained under any circumstances.

7.6 No change of land use other than the purpose defined in this notice shall be allowed.

7.7 The successful bidder has to execute the Deed of Lease with Spl. Officer, Urban Development Department & Chief Executive Officer, ADDA for that particular plot of land subject to Approval of the appropriate Authority as per Order of Government of West Bengal Land and Land Reforms Department, Land Policy Branch, Writers' Buildings, Kolkata – 700001 vide No. 6686-LP/1A-18/2012, Dated: 26.12.2012 and as per Memorandum issued by Finance Department, Government of West Bengal vide its no. 4068-F(Y) Dated 25<sup>th</sup> May, 2015.

7.8 The successful bidder should have to pay an Annual Rent as per the norms set by the Authority.

7.9 The allotted plot cannot be sub-divided by the lessee or his heirs. The lessee shall be liable to pay all municipal taxes and rates as may be due on account of holding and enjoying the lease-hold property.

7.10 The land under auction is only for usage as specified in Table in Pt. 2 above. All necessary statutory permissions (as applicable) from relevant authorities need to be obtained by the Lessee to which the land will be put to use. It is the responsibility of the Lessee to obtain all such statutory permission from relevant concerns and to complete all constructional work within the stipulated time period of 5 (FIVE) years after handing over of Possession of respective plot. In case of non-compliance, the Authority reserves the right to determined and the land may be resumed as is where is whatever there is basis.

7.11 The leasehold land is to be used for mentioned purpose only. If the lessee fails to do so, the Lessor shall reserve the right to determine the lease and to resume the land along with structure thereon, if any, on as is where is whatever there is.

7.12 The leasehold land shall not be kept fallow; the project construction works should be completed within five years from the date of handing over possession of the land.

7.13 In case of delay in completion of the project construction works, the Authority reserves the right to resume the land as is where is basis or impose a penalty @ 1,00,000.00 per month and the lessee shall be bound to pay such penalty .

7.14 In case of resumption of land, the lease premium will be refunded after deduction of 5% of the amount as administrative cost. No interest shall be allowed and if there is any structure / part structure on the land, no claim as cost of the structure shall be entertained under any circumstances.

7.15 Sublease of leasehold interest may be done maximum for a period of unexpired lease only after having prior approval from ADDA and on payment of such fees and on such terms & conditions as will be imposed by ADDA. Sub-lease permission cannot be claimed as a right. ADDA will take decision as per existing policy & norms of the authority.

7.16 Lessee will have the right to transfer the leasehold interest for the remaining period subject to prior permission of the authority and on payment of such fees / charges as will be decided by the authority as per the existing policy of authority.

7.17 The Lessee may be allowed to mortgage the leasehold interest only (and not the demised plot of land itself) on the instant leasehold plot, only with the prior written permission of the Lessor (Special Officer Urban Development Department, Government of West Bengal & CEO, ADDA).

7.18 If the successful bidder fails to honour the bid then the security deposit and part lease premium (if deposited) shall be forfeited and he shall be barred from participation in all other auctions and tenders of ADDA.

7.19 ADDA reserves the right to cancel the e-auction at any stage prior to the signing of the Lease Deed. ADDA shall not be liable to pay any compensation to any bidder for any loss that they may incur due to such cancellation.

7.20 Only courts in West Bengal shall have jurisdiction for resolving any dispute arising out of this e-auction between the Successful Bidder/other bidders and ADDA.

7.21 Submission of applications for any of the plots shall be treated as acceptance of all terms & conditions as mentioned in clause (7) as well as in other clauses of this notice as well as acceptance of all modalities as mentioned in this notice.

7.22 Bidders will have to submit different applications for different plots of the schedule.

7.23 ADDA shall not be responsible for any malfunctioning or non-functioning of any bidder's computer either on account of DSC (Digital signature Certificate) 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.

7.24 For participation in the e-auction process the website Bidders have to apply for the individual auction and their login credentials.

7.25 It is advised that bidders should submit the auction documents online, well in advance before the prescribed time to avoid any delay or problem during the submission process.

7.26 Any change in Auction terms and conditions will be available online e-auction portal at [www.eauction.gov.in](http://www.eauction.gov.in) or at Authority's website at [www.addaonline.in](http://www.addaonline.in)

7.27 ADDA shall not be responsible for any kind of failure of network, internet, and computer from bidder side etc.

7.28 Bidder should log into the site well in advance for bid submission so that he submits the bid in time.

7.29 The documents uploaded in the website by intending bidders should match with the documents submitted offline failing which the candidature for participation may be cancelled. The Authority reserves the right to cancel any bidder at any point of time without assigning any reason thereof.

7.30 During submission of Bid, Bidders are requested to follow the procedures according to the guidelines available in the e-auction portal / website.

7.31 Terms & conditions as mentioned in this notice shall be part of terms & conditions of the Lease Deed.



## **8. SECURITY DEPOSIT:**

Rs. 20 Lakhs shall be the security deposit amount for each plot /piece of land i.e for each auction. The amount needs to be deposited through Demand Draft in favour of Beneficiary Fund A/C Asansol Durgapur Development Authority payable at Durgapur during the submission of hard copy. However the bidder will have to scan and upload a copy the same during Online Application. Mismatch of scanned and uploaded copy of the Demand Draft with the submitted original in the Authority will lead to rejection of bidder for participating in the e-Auction.

Security deposit of unsuccessful bidders will be refunded as per A/c details provided in the Application Form. Security deposit of successful bidder will be adjusted against the lease premium subject to the decision of the Authority. **No interest shall be paid nor shall any claim of any interest of the Security Deposit thus submitted be made by the bidder.**

## **9. AUCTION PROCESSING FEE (NON-REFUNDABLE):**

There shall be a non-refundable Auction processing charge of Rs 5,000/- for each auction i.e. each plot that shall be paid separately by the applicants. The amount needs to be deposited through Demand Draft in favour of Beneficiary Fund A/C Asansol Durgapur Development Authority payable at Durgapur during the submission of hard copy. However the bidder will have to scan and upload a copy the same during Online Application. Mismatch of scanned and uploaded copy of the Demand Draft with the submitted original in the Authority will lead to rejection of bidder for participating in the e-Auction.

## **10. AUCTION PROCESS:**

- ONLINE REGISTRATION OF BIDDERS
- E-APPLICATION FOR INDIVIDUAL AUCTION & UPLOADING OF SCANNED COPIES OF DOCUMENTS.
- SUBMISSION OF HARD COPIES AT AUTHORITY'S OFFICE.
- APPROVAL BY AUTHORITY.
- LIVE e-AUCTION.
- EVALUATION OF AUCTION PROCESS.

10.1. **Online Registration of Bidders:** To participate in the e-bid submission, it is mandatory for the Bidders to make one time enrolment (register on the website) on the e-Auction portal at [www.eauction.gov.in](http://www.eauction.gov.in). Bidders shall require Class III Digital Signature Certificate (DSC) with Signing Certificates to participate in this e-auction. The bidder shall have to set the parameters of his computers so that the DSC is operational.

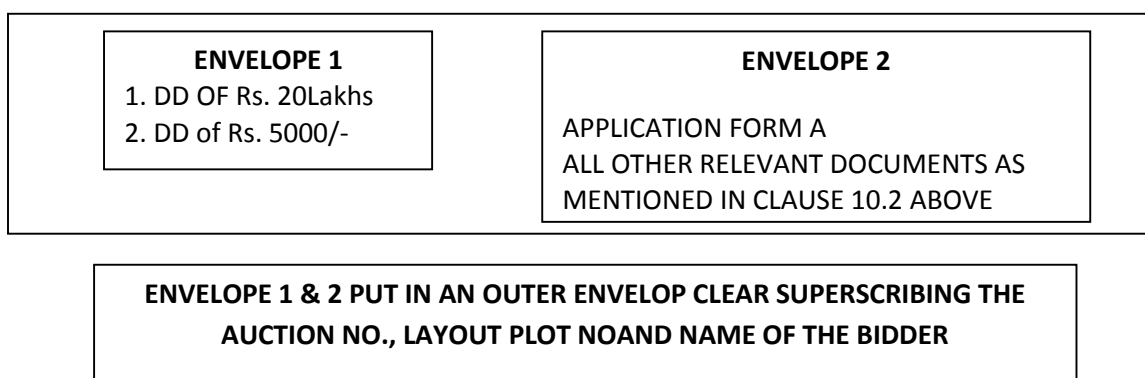
**10.2. E-Application for Individual Auction & uploading of scanned copies of documents:** Intending bidders who have registered at the e-auction portal as mentioned above have to apply online against respective serial number (i.e. respective plot) by filling up the form that will be available at the e-Auction Portal ([www.e-Auction.gov.in](http://www.e-Auction.gov.in)) and following scanned documents need to be uploaded. There is no bar in participation of more than one plot:-

- (i) Scanned copy in pdf format of duly filled up application format available with this Bid Document (Form-A).
- (ii) Scanned copy in pdf format of relevant Registration Certificate in support of eligibility as mentioned in para-6 herein above.
- (iii) Scanned copy in pdf format of Demand Drafts related to Security Deposit and auction processing fee.
- (iv) Scanned copy of PAN card issued by Income Department of India.

In Case of Partnership firm, scanned authorization letter of the partner and scanned copy of certificate of registration of the Partnership firm need to be uploaded in addition to abovementioned documents.

Note: The Highest Successful Bidder will have to submit a Detailed Project Report (DPR) of the Project to be executed highlighting details of the proposed Project, Direct Employment Generated from the proposed Project, and Contribution to the Local Economy etc. within 120 days from the date of declaration regarding selection of the successful Bidder by ADDA.

**10.3. Submission of Hard copies at Authority's office:** Duly signed and stamped hard copies of documents as mentioned in Clause 10.2 above must reach the office of the ADDA, Durgapur within 16.01.2019 by 02.00pm. The date & time is not relaxable on plea of postal or courier delay or on any other excuse. All the documents along with the receipt copy of Submission of respective fees should be put in an envelope with the clear marking (super scribing) as Submission of Application for e-Auction of Plots mentioning the Sl. No. [as mentioned in the 1st column of the table at para-2 of this auction document] & auction number [as mentioned in the 2nd column of the table at para-2 of this auction document] on the envelope. Relevant Application has to be submitted at the e-Auction Cell of the Authority's Office at Durgapur.



**10.4. Approval by the authority:** On submission of the online application and after submission of hard copies of documents as mentioned above within specified date & time, authority will verify whether eligibility criteria has been fulfilled and all specified documents, security deposit and auction

processing fee are duly & properly submitted and thereafter approval to participate in the online auction will be issued.

**10.5. Live-e-auction-Bidding Methodology:** On the date of auction i.e. on 18.01.2019 at 11.00 AM, auction will start simultaneously against all plots accessible by separate web windows. Approved applicants will be eligible to participate simultaneously against all auctions against which they got approval. At the beginning of e-auction, a starting price shall appear. The increment value shall be more than Rs.1 lakh. Hence the next bid has to be more than Rs. 1 lakh of the previous bidding price, however, to a **maximum limit of double the previous bid price.**

Bid will be closed at 3.00 PM. However, if there is any bid within 10 minutes of the closing time then the closing time shall automatically be extended by the system by 10 minutes and shall continue to extend till there is no bid within last 10 minutes of the closing time.

**10.6. Evaluation of the auction:** After completion of bidding, if it is found that the highest bid is more than or equal to the reserve price, the plot will be allotted to the highest bidder subject to approval of Competent Authority.

## **11. USE AND PROTECTION OF USER ID, PASSWORD AND DIGITAL SIGNATURE CERTIFICATE:**

The bidders are advised to keep their User Id and Password secret and not to share these with anyone to prevent misuse or abuse of the same. The bidders are also advised to change their passwords regularly. ADDA 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 ADDA.

## **12. CAUTION FOR 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 ADDA in this regard. Hence Bidders must be careful to check (the Bid Amount/No. of Zeros /No. of Digits/Unit of Measurement etc.) and to rectify their bid (if required) before submitting their Bid into the live e-Auction floor.

## **13. PAYMENT SCHEDULE (RELATED TO SUCCESSFUL BIDDER):**

Highest Successful Bidder shall have to deposit the lease premium within 120days from the date of declaration regarding selection of the Bidder by ADDA in the form of Demand Draft drawn in favour of Asansol Durgapur Development Authority & payable at Durgapur.

In case the successful bidder fails to deposit full lease premium within the stipulated time as mentioned above, the Authority reserves the right to cancel the successful bidder and forfeit the Security deposit submitted by the Successful Bidder.

All taxes/duties/levies, etc. and expenses as applicable and related to the lease of the plots of land on offer, shall be entirely paid by the Successful Bidder/Lessee.

13.1 25% of the lease premium shall be deposited by the Highest Successful Bidder (i.e. Highest bidder whose quoted rate is greater than equal to the minimum Reserve Price and accepted by ADDA in concurrence with UD Department GoWB) within 30 days from the date of declaration regarding selection of the successful Bidder by ADDA.

13.2 The balance amount of the lease premium, i.e.75% of the lease premium shall be deposited by the Highest Successful Bidder (i.e. Highest bidder whose quoted rate is greater than equal to the minimum Reserve Price and accepted by ADDA in concurrence with UD Department, GoWB within 90 days from the date of submission of payment as mentioned in Clause 13.1 above. i.e. 120 days from the date of declaration regarding selection of the successful Bidder by ADDA, the Highest Successful Bidder has to submit the entire land premium along with the Detailed Project Report (DPR) of the Project to be executed highlighting details of Proposed Project, Direct Employment Generated from the proposed Project,

#### **14. DEFAULT IN PAYMENT OF THE SUCCESSFUL BIDDER:**

In case the Lease Premium amount is not paid as per Payment Schedule given above by the Successful Bidder, the offer of allotment of the particular plot of land to the concerned Successful Bidder would stand cancelled and the Security Deposit and subsequent payment made, if any paid by the Successful Bidder will automatically stand forfeited. In addition to such forfeiture of SD, the defaulting Bidder would not be allowed to take part in any e-auctions or any of the auction which may be held in future on behalf of ADDA . Decision in this regard shall be taken exclusively by ADDA and shall be final and binding on the bidders.

#### **15. ALLOTMENT PROCEDURE**

15.1 The allotment of plot would be made in favour of the single successful bidder who has quoted highest rate above or equal to the reserve price and who has been found to have fulfilled all conditions of allotment as stated in these documents subject to Approval of the appropriate Authority as per Order of Government of West Bengal Land and Land Reforms Department, Land Policy Branch, Writers' Buildings, Kolkata – 700001 vide No. 6686-LP/1A-18/2012, Dated: 26.12.2012 and as per Memorandum issued by Finance Department, Government of West Bengal vide its no. 4068-F(Y) Dated 25th May, 2015.

15.2 The allotment would be made on lease hold basis for 99 years with a provision of renewal of lease.

15.3 Allotment letter will be issued by the Special Officer, Urban Development Department, Government of West Bengal & Chief Executive Officer, Asansol Durgapur Development Authority after completion of all formalities and completion of payment.

15.4 Consequently, a lease deed will have to be executed.

15.5 Expenses in connection with the registration of lease deed will have to be borne by the allottee.

15.6 Surrender of plots after allotment will be accepted however the entire land premium deposited will be forfeited.

15.7 In the event of any doubt or difference of opinion about interpretation of the rules, terms & conditions, the decision of the Authority shall be final.

15.8 If any other relevant terms and conditions for signing the lease deed has not been included in this paragraph, if the authority thinks fit, such terms and conditions shall be made available at the time of executing the lease deed with the successful bidder.

15.9 The quantum of land which is to be allotted to the successful bidder on physical measurement may either increase or decrease, in such circumstance, the decision of the authority regarding adjustment of land premium shall be final.

## **16. VALIDITY OF BID**

All bids shall remain valid for 180 days from the date of closing of e-auction, excluding the date of closing.

## **17. FORCE MAJEURE**

ADDA shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, War, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour, Acts, demand or otherwise or any other cause or condition beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of ADDA to extend the time of performance on the part of ADDA by such period as may be necessary to enable ADDA 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.

## 18. DISPUTE RESOLUTION

The entire bidding process shall be governed by, and construed in accordance with, the laws of India and Courts in West Bengal 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.

## 19. PERSONS MAY BE CONTACTED:

<b>Asansol</b>	<b>Durgapur</b>	<b>Modalities of e-Auction</b>
Mr Saurabh Khan, Town Planner , ADDA, Vivekananda Sarani (Senraleigh Road) Near Kalyanpur Housing More Asansol. <b>Ph No: +91 9735513121</b>	Mr Arpan Chattopadhyay, Town Planner, ADDA, 1 <sup>st</sup> Administrative Building , City Centre, Durgapur – 713216 <b>Ph No: +91 9474376753</b>	Mr Pradip Banerjee, System Manager , ADDA, 1 <sup>st</sup> Administrative Building , City Centre, Durgapur – 713216 <b>Ph No: +91 7478015000</b>

**Note: For any query e-mail may be sent to following mail ids:**

<b>adda.asl@gmail.com</b>	<b>adda.dgpr@gmail.com</b>
<b>smadda.dgp@gmail.com</b>	<b>tpadda.dgp@gmail.com</b>

Please take note that in case of violation of any terms & conditions as mentioned anywhere in this notice or in lease deed, irrespective of whether that is mentioned under the heading terms & conditions or elsewhere, the authority shall cancel the allotment, determine the lease and resume the land with simultaneous arrangement for back possession.

**Special Officer Urban Development Department  
Government of West Bengal  
&  
Chief Executive Officer  
Asansol Durgapur Development Authority**