

KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY (HOUSING SECTOR)

( ERSTWHILE KOLKATA IMPROVEMENT TRUST)

Unnayan Bhawan, DJ-11, Sector-II, 1<sup>st</sup> Floor, Block-A, Salt Lake, Kolkata- 700 091

MEMO NO. 156/KIT/CE/HOUSING SECTOR/KMDA/T-1 (13-14)

Dt: 01.11.2017

Detailed e-Auction Notice No. KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01 (1-6)/2017-2018

1. Invitation:- The Executive Engineer, Division IV, Circle II, Housing Sector, KMDA (Erstwhile KIT ) invites online e-auction from Resident Indian as well as NRI Individual(s)/Firm/Limited Company/Corporate/Registered Society for the items mentioned below :-

Auction Reference No.	Name of Item	Area in sq. ft. of shop	Last date of online submission	Earnest Money (Rs.)	Time of Auction
KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01/Auction 1/2017-2018	Auction for long term lease of Shop No. B-34	225.00	22.11.2017	1,10,000.00	From 10:30 a.m. to 04:30 p.m. on 24.11.2017
KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01/Auction 2/2017-2018	Auction for long term lease of Shop No. E-23	236.00	22.11.2017	1,14,000.00	From 10:30 a.m. to 04:30 p.m. on 24.11.2017
KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01/Auction 3/2017-2018	Auction for long term lease of Shop No. E-24	188.00	22.11.2017	91,000.00	From 10:30 a.m. to 04:30 p.m. on 24.11.2017
KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01/Auction 4/2017-2018	Auction for long term lease of Shop No. E-27A	57.00	22.11.2017	27,500.00	From 10:30 a.m. to 04:30 p.m. on 24.11.2017
KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01/Auction 5/2017-2018	Auction for long term lease of Shop Nos. from E-37 to 40	416.00	22.11.2017	2,02,000.00	From 10:30 a.m. to 04:30 p.m. on 24.11.2017
KMDA/HOUSING /EE /DIV IV/Circle II/NIA-01/Auction 6/2017-2018	Auction for long term lease of Shop Nos. from E-43	154.00	22.11.2017	75,000.00	From 10:30 a.m. to 04:30 p.m. on 24.11.2017

Online Submission Last Date & Time :: 22-11-2017 upto 17.00 hrs.

The auction inviting authority reserves the right to accept or reject any or all the bidders without assigning any reason what so ever.

For detail information please visit [https:// eauction.gov.in](https://eauction.gov.in) & [www.kmdaonline.org](http://www.kmdaonline.org).

*Bernish*  
24.10.2017  
Executive Engineer, Division IV, Circle II,  
HOUSING SECTOR,  
K . M . D . A.

MEMO NO. 156/KIT/CE/HOUSING SECTOR/KMDA/T-1

Dt: 01.11.2017

Copy forwarded for information and necessary action to :-

1. The Deputy Secretary, P.R.O., KMDA with request to publish the Notice in the leading News Papers and display in KMDA Web Site.

*Bernish*  
24.10.2017  
Executive Engineer, Division IV, Circle II,  
HOUSING SECTOR,  
K . M . D . A.

**KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY (HOUSING SECTOR)**  
**( ERSTWHILE KOLKATA IMPROVEMENT TRUST )**  
 Unnayan Bhawan, DJ-11, Sector-II, 1<sup>st</sup> Floor, Block-A, Salt Lake, Kolkata- 700 091

**MEMO NO. 157/KIT/CE/HOUSING SECTOR/KMDA/T-1 (13-14)**

**Dt: 01.11.2017**

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2. Intending bidder may download the Auction documents from the website <https://eauction.gov.in> directly with the help of Digital Signature Certificate and directly with the help of Digital Signature Certificate and scan copy of Earnest Money deposit should be deposited online in the form of DD/ Bank Draft/ Pay Order issued from any Nationalised / Scheduled Bank in favour of "Kolkata Metropolitan Development Authority" payable at Kolkata .
3. The original document of EMD (Earnest Money Deposit) should be furnished before the Auction Inviting Authority, when asked to do so during evaluation of the Auctions and the qualified Highest Bidder Shall submit the hard copy of original EMD and also have to furnish all the relevant documents in original to the Auction Inviting Authority before issuance the Letter.

4. Bidders desiring to participate in this e-auction shall have to submit the scanned copies of relevant documents like EPIC Card, PAN Card, Affidavit in Prescribed Format affirming no criminal case pending, Article & Memorandum of Association/Partnership Deed, Trade Licence, Registration Certificate, Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017, Valid income tax Return (For Last 3 yrs ), as applicable, at desired location in the website <https://eauction.gov.in>.
5. It would be deemed that by participating in the bidding process through this e-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 KMDA (Erstwhile KIT ) or from his/her own due diligence and understood that he/she would have no recourse to KMDA (Erstwhile) post transfer of leasehold rights of the concerned properties.
6. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
7. By bidding in this e-auction the Bidders confirm that they have thoroughly satisfied themselves of the nature, conditions and quality of the assets and its physical condition and that they have no complaint about the same.
8. If any of the statements made, and the information provided by the Bidder is found to be incorrect and false and / or if any of the documents submitted by the Bidder is found to be fabricated, the offer is liable to be cancelled and deposit, if any, made by the Bidder shall stand forfeited.
9. All related correspondence and documents should be written in the English language.
10. Use and protection of USER ID and Password and Digital Signature Certificate
  - i) 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. KMDA (Erstwhile KIT) shall not be responsible for any misuse/ abuse/ unauthorized use of the password of any bidder. A bid recorded in this e-auction against any password will be deemed to have been submitted by the owner of the password only.
  - ii) 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. KMDA (Erstwhile KIT) 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.
11. In case there is any amendment / corrigendum in this document, the same will be uploaded in the website by NIA Authority. Bidders are advised to consult such corrigendum before submission of bid.
12. Earnest Money Deposit
  - i) The bidders shall have to upload scanned copy of requisite earnest money along with the Auction documents in prescribed manner failing which the participation shall be rejected.
  - ii) Only those registered buyers shall be activated/allowed to bid in this e-auction who has uploaded the valid UNCONDITIONAL Pre-Bid EMD document.
  - iii) **No interest will be payable on the EMD.**
  - iv) The EMD of the successful Bidder shall be automatically retained and shall be adjusted towards last instalment of lease premium payable to Kolkata Metropolitan Development Authority. 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 KMDA (Erstwhile KIT) to claim such further damages in this regard without further reference to the bidder.
  - v) BANK TRANSFER CHARGES EITHER WAY WOULD BE ON INTENDING BUYER'S A/C.

- vi) 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 KIT to claim such further damages in this regard without further reference to the Bidder.

### 13. Forfeiture of EMD

- i) The highest successful 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 MSTC.
- ii) In case the lease premium consideration is not paid as specified in the subsequent paragraphs by the Successful Bidder, the offer of allotment of the particular plot of SHOP 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 KIT in future.

### 14. Payment Schedule

- i) Highest Successful Bidder shall have to deposit 25% of the lease premium within 15(fifteen) days from the date of declaration regarding selection of the Bidder by KMDA (Erstwhile KIT) in the form of DD/ Bank Draft/ Pay Order issued from any Nationalised / Scheduled Bank in favour of "Kolkata Metropolitan Development Authority" payable at Kolkata.
- ii) The balance 75% amount of the lease premium will have to be paid within 45 days from the date of payment of the amount as stated at Para 13 (i) above in the form of DD/ Bank Draft/ Pay Order issued from any Nationalised / Scheduled Bank in favour of "Kolkata Metropolitan Development Authority" payable at Kolkata. Balance amount of premium will be determined as per actual area measured on joint demarcation of the shop concerned within stipulated date as to be fixed by KMDA (Erstwhile KIT) Authority. Agreement of lease will be executed only after the premium is paid in full. The EMD shall be automatically adjusted towards last instalment of lease premium.
- iii) In case the successful bidder fails to deposit full lease premium within the stipulated time as mentioned above, the offer shall stand cancelled and the EMD will be forfeited.
- iv) In case the payments are not made within the due dates or within such extended period as may be allowed by the CEO, KMDA on payment of interest @ 18% per annum or if the agreement/Deed of lease is not executed by the allottee within the stipulated period as to be mentioned in the offer letter, the CEO, KMDA shall be at liberty to cancel the allotment and to forfeit the 10% of the total offered premium together with the EMD Money and due interest for default of payment.
- v) All taxes/duties/levies, etc. and expenses as applicable and related to the lease of the plots of SHOP on offer, shall be entirely paid by the Successful Bidder/Lessee.
- vi) Final Cost will be decided on the basis of area of SHOP as obtained in joint demarcation.

### 15. Default in Payment by the Successful Bidder

- i) In case the lease premium/lease consideration is not paid as per Payment Schedule specified above by the Successful Bidder, the offer of allotment of the particular plot of SHOP 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 shall not be allowed to take part in any e-auction or any of the auctions which may be held by KMDA (Erstwhile KIT) in future. Decision in this regard shall be taken exclusively by the KMDA (Erstwhile KIT) and shall be final and binding on the Bidders.

- ii) For the sake of clarity 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.

16. Other Terms & Conditions:

- i) The allotment of the plot will be made in favour of a single Successful Bidder who has quoted highest rate above the minimum Reserve Price and who has been found to have fulfilled all conditions of allotment as stated in this document subject to non-response from any pre-emptor of the premises.
- ii) The allotment would be made on leasehold basis for 75 years. There shall, however, be an option of renewal of the lease period on such terms and conditions as may be imposed by the LESSOR and included in such renewal lease deed.
- iii) Allocation of SHOP shall be made in accordance with the Allotment Policy of L&LR Department, Government of West Bengal circulated vide Order No. 6686-LP/IA-18/2012 dated 26.12.2012.
- iv) The lessee can mortgage the leasehold interest only (and not the demised SHOP itself) on the demised SHOP, whether in full or in part, only with the prior written permission of the Lessor.
- v) The lessee is not entitled to assign his leasehold interest, whether in full or in part, without prior written approval of the Lessor with payment of transfer charges as to be decided by the Lessor and the assignee shall hold the same on the same terms and conditions as in the original lease and to such other terms and conditions as may be considered to be imposed by the Lessor while granting such approval. In case of such assignment of leasehold interest the assignee concerned shall have to obtain fresh lease after expiry of the unexpired period of lease on payment of such consideration money and annual rent based on the prevailing market value as may then be fixed by the lessor in granting such lease.
- vi) The Lessee shall not change the purpose for which the SHOP has actually been leased out and any deviation in this regard shall result in immediate cancellation of the lease and KIT shall have the right to take back possession of the said plot of SHOP alongwith structures thereon, if any, on as is where is basis.
- vii) Construction on this plot of SHOP by the Lessee would have to be done as per plan approved by KMC after taking necessary clearance from KMDA (erstwhile KIT).
- viii) The Deed of Lease shall be executed only after the joint measurement of the particular plot of SHOP is completed and the entire amount of lease premium on the basis of final measurement is credited in the account of "Kolkata Metropolitan Development Authority) and payment of all necessary fees are completed.
- ix) All statutory clearances/ licenses/ permissions shall be obtained by the allottee within the time frame as stated herein.
- x) By bidding in this e-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 lease premium and if they fail to do so they will have no objection to their EMD being fully forfeited by KIT.
- xi) KMDA (Erstwhile KIT) reserves the right to cancel the e-auction at any stage prior to the signing of the Lease Deed. KMDA (Erstwhile KIT) shall not be liable to pay any compensation to any bidder for any loss that they may incur due to such cancellation.

17. Validity of Bid

All bids shall remain valid for 180 days from the date of closing of e-auction, excluding the date of closing. In case the 180<sup>th</sup> day falls on a holiday, such bids will be deemed to be automatically extended to be valid upto the next working day.

18. Force Majeure

The KMDA (Erstwhile KIT ) 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 the The KMDA (Erstwhile KIT ) to extend the time of performance on the part of the KMDA (Erstwhile

KIT) by such period as may be necessary to enable the KMDA (Erstwhile KIT) 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.

- 1) The lessee shall be liable to pay all the taxes inclusive of owner's share and other out-goings as may be imposed by various authorities at all time.
- 2) The lessee shall arrange on its own expense necessary service connection for supply for electricity to his/her allotted shop. The shop(s) will not be provided with internal Electrical wiring. They will be provided with power supply at one point for each shop. Internal distribution will be the responsibilities of the allottees.
- 3) The lessee must allow any officer/employee authorised by the CEO, KMDA to enter into and upon the demised shop for the purpose of inspection and enquiry etc. as and when necessary.
- 4) The lessee must not keep any obnoxious, highly inflammable, explosive, animal or any other article which may disturb the normal use of the adjoining shop in the Complex.
- 5) The Lessee must not use any portion of shop as a place of gambling or unlawful congregation/activities.
- 6) The Lessee must not cause any damage to the shop or its permanent fixture at any time.
- 7) The CEO, KMDA reserves the right to make further additional construction in the Shop in the manner as would be decided by the CEO,KMDA.
- 8) The lease is inheritable but the lessee will have no right to mortgage, sublease, sublet, transfer, assign or otherwise parting with the possession of the whole or any part of the shop without prior permission in writing of the CEO,KMDA. For such transfer the CEO, KMDA may charge transfer – cum – processing fees fixed by KMDA (Erstwhile KIT).
- 9) The Lessee is to pay the ground rent of Rs.100/- per shop per annum computed from the date of execution of lease.
- 10) If the lease of shop is obtained by misrepresentation, mis-statement or fraud, the lease will be terminated and the possession of the shop will be taken over by the CEO,KMDA and the lessee will not be entitled to any compensation.
- 11) In case of any dispute in interpretation of any of the clause of this agreement, the decision of the CEO,KMDA shall be final and binding,
- 12) In case of breach of any of the terms of the Lease the CEO, KMDA shall have the right to determine the lease forthwith, enter upon the premises and take possession of the same, with the right to allot or distribute the same in the manner it considers fit and proper.
- 13) The Lessee would be liable to obtain necessary license as would be required under the rules and regulation in force for carrying out the specific business.
- 14) The possession of the shop(s) to the respective lessee(s) shall be made over after execution of the lease deed. If it is not taken over by the lessee(s) within the stipulated date, the CEO, KMDA will not take any responsibility for the damage or loss in the shop(s).
- 15) The dimension of shop as now indicated are approximate and the final demarcation of area will be made before execution of lease deed.
- 16) There will be no arrangement for central air conditioning. The lessees who require air conditioning will have to make their own arrangement for installation of the same within permissible electric load in this demised shop on getting prior approval of the CEO, KMDA in writing.
- 17) The allottee shall execute a proper agreement in the form required by the CEO, KMDA within the period the allottee is called upon to do so.
- 18) The Lessee shall complete the whole transaction within the stipulated time or within such extended period as may be allowed by the CEO, KMDA.
- 19) All expenses to be incurred for execution and registration of lease deed and agreement etc. are to be borne by the lessee.
- 20) The Lessee shall not claim any damage for any delay in demarcation or completion of engineering services or for any other causes whatsoever.
- 21) The internal repairs and maintenance shall have to be done by the allottee (lessee).

## 19.

### Dispute resolution

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

The auction inviting authority reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.

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24.10.2017*  
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HOUSING SECTOR,  
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Copy forwarded for information and necessary action to :-

1. The C.E.O. / KMDA.
2. The Secretary / KMDA.
3. The Chief Engineer / Water & Sanitation Sector
4. The Chief Engineer / Road & Bridge Sector
5. The Chief Engineer / Estate & Asset Management Sector
6. The Chief Engineer / Electrical Sector
7. The Chief Engineer/ Housing Sector
8. The Director of Finance, KMDA
9. The Additional Chief Engineer, Housing Sector, KMDA – Sri Ashis Kumar Sen
10. The Superintending Engineer, Housing Sector, KMDA- Sri Ram Prasad Mukhopadhyay
11. The C.A.O. – Sri S. Kundu
12. The Head Estimator, Housing Sector, KMDA.
13. The Deputy Secretary, P.R.O., KMDA with request to publish the Notice in the leading News Papers and display in KMDA Web Site.
14. The Notice Boards, Unnayan Bhawan, DJ-11, Sector-II, 1<sup>st</sup> Floor, Block-A, Salt Lake, Kolkata- 700 091

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