

NOTICE

SHILPANGAN, SALT LAKE

WBIDC intends to hold an open auction for transfer of lease of module/ car parking space at, Shilpangan, the Light Engineering Park, Salt Lake. The modules of SDF Buildings are for setting up of manufacturing units and CFB is for office space. The area and reserve prices of each of the modules are mentioned herein under. Intending bidders may visit Shilpangan on 30/05/2014 between 12.00 noon and 03.00 p.m. with prior intimation to WBIDC by 28/05/2014. Application in the letter head of the bidder along with dully filled **Declaration of Intent Form with its annexure** (enclosed) and EMD may be sent to WBIDC office in sealed envelope by 30/06/2014. The **module no. / Parking space** must be clearly indicated on the envelope for which application is made and to be addressed to:

**The Managing Director
West Bengal Industrial Development
Corporation Limited
"PROTITI"
23 Abanindranath Tagore Sarani
(Camac Street)
Kolkata - 700 017
West Bengal.**

Application would be scrutinized on the basis of the details furnished in the **Declaration of Intent Form with its Annexure**. Short listed companies will become eligible to participate in the Open **Auction Process** to be held on 07/07/2014 at 12.00 noon at the office of the Corporation at 23, Abanindranath Tagore Sarani (Camac Street), Kolkata - 700 017. EMDs will be returned to the parties not found suitable to participate in the Auction. The details of modules as follows:

1. Module/ spaces at Standard Design Factory (SDF-II) and CFB, Shilpangan, The Light Engineering Park, Salt Lake.

Sl. No.	Module No.	Super built up area (Sq.ft)	Base Rate/Sq.ft	Utilization
1.	Part of S-01(CFB)*	1080.63	Rs 5989/- per sqft	Office Space
2.	2601(SDF-II)	3497	Rs 4699/- per sq ft	Manufacturing units
3.	CC-8(Covered car parking)	1 no	Rs 2,52,826/-(1 no)	Car Parking

***Note:-**

Size of S01 module:- 2044.4 sqft

Part already allotted to IWIN Advisory Service Ltd on 22/06/2006:- 963.77 sqft

Balance part:- 1080.63 sqft.

TERMS AND CONDITIONS:

1. For participation in the said auction, the intending bidder has to deposit 25% of the reserve price for the respective Module / Parking space as earnest money (refundable) by way of Bank Draft drawn in favour of **West Bengal Industrial Development Corporation Ltd.** payable at Kolkata. EMDs will be returned to the unsuccessful bidder on the same day.
2. The intending bidders have to register their names at least 1 (one) hour before the scheduled time of starting the auction process. Any bidder intending to participate in the bidding process for more than one module has to deposit separate bank drafts for each of the modules in terms of the 1 above.
3. The successful bidder will be allotted the respective modules on lease hold basis for 99 years.
4. The bid amount for the respective module shall have to be deposited in one time within 60 (Sixty) days from the date of confirmation. The earnest money deposited by the successful bidder shall be adjusted at the time of the said

final payment made for the module. In case the bidder fails to deposit the entire remaining price within 60 (Sixty) days from the date of confirmation, WBIDC shall have the right to cancel the offer and to forfeit the earnest money without any further reference. In case highest bidder fails to deposit the balance amount within stipulated period, chance will be given to the 2nd highest bidder.

5. 5% discount will be provided if the payment is made with 30 days (thirty) days of allotment.
6. The possession of the module shall be handed over to the allottee after payment of the total price of the module.
7. The Allottee shall have to pay lease rent per year to WBIDC from the date of possession, at such rate as decided by WBIDC.
8. The Allottee shall have to pay the revenue and other taxes, and charges payable for use of the said module as per law. Grant of lease will not confer on them any exoneration or exemption from such statutory requirements.
9. The Allottee at its own cost shall maintain the area within the module.
10. The allottee shall not be permitted to use the common area in the Park for conducting any form of business or for storage purposes. Common area shall not be blocked or encroached upon in any way whatsoever.
11. The Allottee will have to commence commercial operation within 18 (eighteen) months from the date of possession of the module. In case of failure, WBIDC will have the right to cancel the allotment and to take back the possession of the module by refunding back the original price of the module deducting 10% and without payment of any interest on the amount thereof.
12. The allottee shall not assign/transfer the Demised Premises or any part thereof without obtaining any prior approval and/or consent in writing from the Sub Lessor. Such permission **may** be granted by the Sub Lessor after payment of 10% of the prevailing market price/value of the scheduled property as shall be assessed by the Registering Authority of the Government of West Bengal as transfer fees by the Sub Lessee to the Sub Lessor. After payment of transfer fees of the Sub Lessor the Sub Lessee may be permitted to assign the unexpired residual period of sub lease to the third party. But the allottee and/or sub-lease shall not be **allowed** to transfer the allotted portion to any third party **within 5 years** from the date of possession. In case such assignment/transfer is found to have been made, without obtaining the

written permission from the Sub Lessor then Sub-Lessor shall, after giving the Sub-lessee one month's notice in writing shall cancel the allotment and forfeit the sub lease premium paid by the Sub-Lessee against the Demised Premises. The Sub-Lessee shall also be debarred from future allotment in any other Industrial Park promoted and developed by the Sub-Lessor.

- 13.** The Allottee shall have right to mortgage or charge the lease hold interest in the demised premises in favour of LIC or Nationalized Bank, Government and the statutory bodies or Government sponsored financial institutions, Reserve Bank of India and their subsidiaries, schedule commercial banks for the purpose of getting loan for setting up or running of business only with prior consent of WBIDC.
- 14.** In the event the Allottee wishes to or is compelled to terminate or surrender the module due to its inability to run or continue the business, the Allottee shall have to apply to WBIDC communicating such desire, and shall also have to bring a suitable purchaser for the demised premises. WBIDC on receipt of such application and after deduction of 5% of the lease premium refund the balance premium to the Allottee or its lenders/charge holders and shall take the entire lease premium for the module from the new intending purchaser at market rate prevailing at that time and any other cost applicable, if any.
- 15.** The Allottee shall not take any action to merge, amalgamate or to be acquired by any entity without the prior permission in writing of the WBIDC. On application by the Allottee, WBIDC shall after considering the fact and after taking 10% of the market price of the module prevailing at that time grant such permission for merger or acquisition. The Allottee shall be entitled to pay such fees before grant of such permission, failing which, WBIDC shall refuse to grant such permission.
- 16.** In case of change in shareholding of the company affecting the ownership of the company, the Allottee shall inform WBIDC accordingly along with Articles of Association and other relevant documents. In all events the promoter – directors of the Allottee should hold minimum 51% shareholding in the company. In case it is found that the promoter-directors do not hold majority shareholding of 51% than such change in shareholding shall be considered as a deemed transfer and the Allottee shall be liable to pay 10% of the market price prevailing at that time failing which permission to such change in shareholding shall not be considered by WBIDC.

- 17.** The allottee shall regularly pay necessary monthly O&M charges from the date of possession of the module, for the common areas, will be carried by WBIDC or its assignee company or any SPV formed by unit holders of the Park.
- 18.** The Allottee shall submit annual reports to WBIDC every year.
- 19.** The Allottee shall be informed about the date of registration of lease/sublease deed and the allottee shall take all steps for getting the same registered on the fixed date.
- 20.** The Allottee shall be prohibited from using any space other than the space allotted to him for any other purpose.
- 21.** The Allottee shall maintain good labour practices in its unit and shall abide by all labour laws in force.
- 22.** WBIDC reserves the right to accept and / or reject any offer without assigning any reason thereof.
- 23.** Other condition of sale, if any, shall be announced at the time of holding the auction process.
- 24.** WBIDC reserves the right to alter, amend, modify, change any terms of lease as may be considered necessary by it.
- 25.** In case any dispute or difference arises out of this tender process, the same will be referred to Managing Director, WBIDC, whose decision shall be final and binding.
- 26.** Any entity which has been barred by WBIDC/GoWB/GoI or any Government bodies from participating in any bidding process in West Bengal and if the bar is subsisting as on the Application Due Date would not be eligible to submit an Application.

CONTACT DETAILS :

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DGM-IP

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Maitryee Dutta

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