

DLPC DEVELOPER PRIVATE LIMITED
 Director

BEFORE THE NATIONAL GREEN TRIBUNAL
 EASTERN ZONAL BENCH AT KOLKATA

I.A. NO. 31 OF 2024

IN

O.A. No.151 of 2022/EZB

In the matter of:

An application for addition of Party in OA
 No.151 of 2022, (Subhas Dutta –Versus-
 State of West Bengal &Ors).

In the matter of:-

Subhas Datta, son of Late
 BaneswarDatta, 25/1, Guitendal Lane,
 P.O + P.S + District – Howrah, Pin Code
 – 711101, West Bengal.

.... Applicant

-Versus-

1. State of West Bengal,

(Notice through the Chief Secretary).

Nabanna, 325, Sarat Chatterjee Road,
 Shibpur, Howrah – 711102.



DLPC DEVELOPER PRIVATE LIMITED

P. M. Prasad

Director

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Tel - 033-2253-5130.

Email id - cs-westbengal@nic.in**2. Urban Development and Municipal Affairs Department.**

(Notice through the Principal Secretary),
Govt. of West Bengal, Nagarayan, DF-8,
Sector - I, Salt Lake City, Kolkata -
700064. Tel - 033-2334-9356.

Email id - eserviceudmawb@gmail.com**3. Department of Environment,**

Government of West Bengal,

(Notice through the Addl. Chief
Secretary), Environment Department,
5th Floor, Pranisampad Bhawan, Block
LB - II, Salt Lake, Sec- III,
Bidhannagar, Kolkata - 700106.

Tel - 033 - 2335-2742.

Email id - acsenvwb@gmail.com.**4. West Bengal Pollution Control Board**

(Notice through the Member Secretary)



DLPC DEVELOPER PRIVATE LIMITED

[Signature]

Director

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West Bengal Pollution Control Board,
ParibeshBhawan, 10A, Block L.A, Sec-
III, Salt Lake, Bidhannagar, Kolkata -
700106.

Tel - (033) 2335 8213.

Email id - ms.wbpcb-wb@bangla.gov.in.

5. Digha Sankarpur Development Authority

(Notice through the Executive Officer)

P.O + P.S - Digha, Purba Medinipur, Pin
- 721463.

Tel - +91-3220-2999901.

Email id - eodsda@gmail.com.

6. State Water Investigation Directorate.

(notice through the Director),

Govt. of West Bengal,

Nirman Bhaban, 3rd Floor, Salt Lake
City, Kolkata - 700091.

Tel - 033-2359-237.



DLPC DEVELOPER PRIVATE LIMITED

Director

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Email id - directorswid@gmail.com**7. District Magistrate.**

PurbaMedinipur,
New Administrative Building,
(2nd Floor), Nimtouri,
Purba Medinipur- 721 648;

8. Sub- Divisional Officer,

PurbaMedinipur;

9. State Level Ground Water Authority,

(Through its Member Secretary);

10. HIDCO (West Bengal Housing**Infrastructure Development****Corporation Ltd.** (Through its
Managing Director),

HIDCO Bhaban, Premises No.35-1111,
Biswa Bangla Sarani, 3rd Rotery, New
Town, Kolkata- 700156.



DLPC DEVELOPER PRIVATE LIMITED

Director

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11. State Coastal Zone Management

Authority (Through its member Secretary), Prani Sampad Bhawan, 5th Floor, Block - LB2, Sector - III, Salt Lake, Kolkata - 700 106.

12. Central Pollution Control Board (CPCB). (Through its Chairman).**13. National Centre for Sustainable Coastal Management (NCSCM),** (Through its Director)**.... Respondents**

-And-

In the matter of:

DLPC Developer Private Limited

represented by its director Sri Pradip Kumar Das at 247, Rajdanga Main Road, Kolkata - 700 107;

Email [id-dlpcdeveloperpvt.ltd@gmail.com](mailto:dlpcdeveloperpvt.ltd@gmail.com)

Mob.;8640000301

.....Proposed Applicant

DLPC DEVELOPER PRIVATE LIMITED
[Signature]
 Director

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- Versus-

1. Subhas Datta, son of Late Baneswar Datta, 25/1, Guitendal Lane, P.O + P.S + District – Howrah, Pin Code – 711101, West Bengal.

...Applicant/Respondent No.1

2. State of West Bengal,

(Notice through the Chief Secretary).

Nabanna, 325, Sarat Chatterjee Road, Shibpur, Howrah – 711102.

Tel – 033-2253-5130.

Email id – cs-westbengal@nic.in

3. Urban Development and Municipal Affairs Department.

(Notice through the Principal Secretary),

Govt. of West Bengal, Nagarayan, DF-8, Sector – I, Salt Lake City, Kolkata – 700064.

Tel – 033-2334-9356.



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DLPC DEVELOPER PRIVATE LIMITED

M. V. B. D., Mumbai

Director

Email id - eserviceudmawb@gmail.com

4. Department of Environment,

Government of West Bengal,

(Notice through the Addl. Chief Secretary), Environment Department, 5th Floor, Pranisampad Bhawan, Block LB - II, Salt Lake, Sec- III, Bidhannagar, Kolkata - 700106.

Tel - 033 - 2335-2742.

Email id - acsenvwb@gmail.com.

5. West Bengal Pollution Control Board

(Notice through the Member Secretary)

West Bengal Pollution Control Board, Paribesh Bhawan, 10A, Block L.A, Sec- III, Salt Lake, Bidhannagar, Kolkata - 700106.

Tel - (033) 2335 8213.

Email id - ms.wbpcb-wb@bangla.gov.in.



DLPC DEVELOPER PRIVATE LIMITED
Director

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6. Digha Sankarpur Development Authority

(Notice through the Executive Officer)

P.O + P.S – Digha, Purba Medinipur, Pin
– 721463.

Tel - +91-3220-2999901.

Email id – eodsda@gmail.com.

7. State Water Investigation Directorate.

(Notice through the Director),

Govt. of West Bengal,

Nirman Bhaban, 3rd Floor, Salt Lake
City, Kolkata – 700091.

Tel – 033-2359-237.

Email id – directorswid@gmail.com

8. District Magistrate.

Purba Medinipur,

New Administrative Building,

(2nd Floor), Nimtouri, Purba Medinipur-

721 648



DLPC DEVELOPER, PRIVATE LIMITED

PV MD Purba

Director

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6. Digha Sankarpur Development**Authority**

(Notice through the Executive Officer)

P.O + P.S - Digha, Purba Medinipur, Pin
- 721463.

Tel - +91-3220-2999901.

Email id - eodsda@gmail.com.**7. State Water Investigation****Directorate.**

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Nirman Bhaban, 3rd Floor, Salt Lake
City, Kolkata - 700091.

Tel - 033-2359-237.

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Purba Medinipur,

New Administrative Building,

(2nd Floor), Nimtouri, Purba Medinipur-

721 648



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DLPC DEVELOPER PRIVATE LIMITED

 Director

9. Sub- Divisional Officer,

Purba Medinipur

10. State Level Ground Water Authority,

(Through its Member Secretary)

**11. HIDCO (West Bengal Housing
Infrastructure Development
Corporation) Ltd. (Through its**

Managing Director),

HIDCO Bhaban, Premises No.35-1111,

Biswa Bangla Sarani, 3rdRotery, New

Town, Kolkata- 700156

12. State Coastal Zone Management

Authority (Through its member
Secretary), Prani Sampad Bhawan, 5th

floor, Block - LB2, Sector - III, Salt Lake,

Kolkata - 700 106



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Director

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**13. Central Pollution Control Board.
(CPCB).** (Through its Chairman)

**14. National Centre for Sustainable
Coastal Management (NCSCM),**
(Through its Director).

..... Respondent Nos.1
to 13/ Respondent Nos.2 to 14

S H E W E T H:

1. Your applicant states that an application has been moved before the National Green Tribunal, Eastern Zone Bench, Kolkata being no. 151/2022 (Subhas Dutta Versus State of West Bengal and Ors), whereby and whereunder it has been alleged that constructions are being made by various entities in violation of CRZ norms on the seashore/sea-beach of Digha.

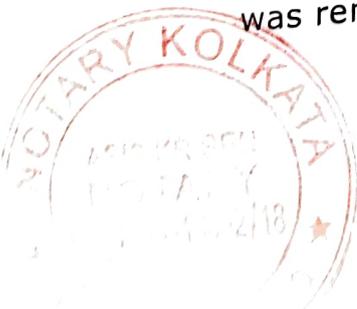
2. Your applicant states that on 04.09.2020, the Digha Sankarpur Development Authority issued an online Expression of Interest



(E.O.I) for grant of licenseeship of Amenity Centre, Toilet, Complex, Parking facilities, Organising Cultural Programmes & some amusement activities at "DheuSagar", under the said authority. The proposed applicant having expertise in the said arena, duly participated in the said process and subsequently emerged as the successful candidate.

Copy of the Expression of Interest dated 04.09.2020, is annexed hereto and marked as **Annexure - "A"**.

3. Your applicant states that after being declared as the successful candidate by the tender inviting authority, an agreement was duly executed between the parties thereto on 02nd December, 2020. It is stated that in terms of the said agreement, the licensee, i.e. the applicant herein is to pay Rs 10,16,000/ per year to the Licensor. It is stated that the agreement clearly postulates that the license period will be of 01 (one) year which may be renewed every year upto 12 (Twelve) years in normal course by paying the license fees in advance in every year. It is stated that the said agreement was renewed in the year 2021, on identical terms and conditions.



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 Director

Copy of the Deed of Agreement dated 02.12.2020 and 02.12.2021 is annexed hereto collectively and marked as **Annexure - "B"**.

4. Your applicant states that very recently it has come to the notice of the applicant herein that an application has been filed before the National Green Tribunal, Eastern Zone Bench, Kolkata, being Original Application No.151/2022/EZ, wherein it has been contended that the in and around the Digha Beach Dheusagar, a 'Beach Front Beautification Amusement Park' is being developed as a "Tourist Center" on the sea-beach of Digha. It is stated that being the Licensee, the applicant ought to have been impleaded in the array of respondents for proper adjudication of the matter.
5. Your applicant submits that any order that may be passed against the said project would have adversarial consequence for the applicant herein and thus the applicant who has already invested substantive amount of money in the said project is a proper and necessary party for proper adjudication of the matter.
6. Your Applicant states that the applicant is a proper and necessary party as after the issuance of the license, the applicant herein has



acquired a tangible and vested right and that the present adjudication of the original application by the applicant/petitioner be a futile exercise in absence of the applicant herein. It is stated that as on date the applicant is an "aggrieved party" in terms of the mandate of the decision as passed by the Hon'ble Supreme Court in 2013 (4) SCC 465 and thus no order can be passed in the present original application in absence of the applicant herein.

7. Your applicant submits that order if any, passed in the Original application has the effect of infringing and violating the constitutional rights of the applicants to carry out his business in lawful manner. Therefore, the applicant should be given an opportunity of hearing upon impleadment in the array of respondents in the instant original application.
8. Your applicants state that unless he is impleaded in the array of respondents in the original application, the same would violate the principle of natural justice in as much as the applicants herein will be debarred from advancing their version with regard to the issues/ allegations raised in the Original Application with regard to



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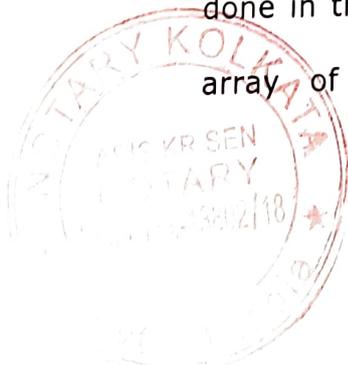
Director

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the alleged construction in violation of CRZ regulations. In this context, it is apposite to mention that from a judgement as delivered by the Hon'ble Special Bench of the Hon'ble Green Tribunal in OA No. 134/2015/EZ (Bishnu Pada Pakhira Versus Union of India & Ors), on 02.05.2022, it transpires that while passing the said judgement, the competent authority i.e. West Bengal Coastal Zone Management Authority did not produce the CZMP (Coastal Zone Management Plan), despite the fact that the said document is in public domain and can be accessed on the relevant website of MOEF&CC, NCSCM/NCZMA.

I crave leave of this Hon'ble Tribunal to refer to the said judgement at the time of hearing of this application.

9. In view of the statements made in foregoing paragraphs, your applicant state and submit that considering the nature of the allegations appearing from the edifice of the instant original application relating to construction work as has been alleged to be done in the ' Dheusagar', the impleadment of the applicant in the array of respondents in the instant Original Application is



D LPC DEVELOPER PRIVATE LIMITED
[Signature]
Director

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necessary and expedient for the purpose of complete and effective adjudication of the dispute involved in this original application.

10. It is further stated that after the granting the tender in its favour, petitioner have not made any new RCC construction. Your petitioner craves leave to make appropriate submission at the time of hearing by producing the relevant documents.
11. In the backdrop of the statement made in the aforesaid paragraphs it is ex facie evident that the applicant is a necessary and proper party.
12. It is humbly submits that unless the orders as stated herein below are passed, the applicants would suffer irreparable loss and injury and the same would violate the principles of natural justice.
13. This application is made bona fide and for the ends of justice.

In the premises as aforesaid Your applicants humbly pray that Your Lordships may graciously be pleased to:



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[Signature]
Director

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- a. Allow this application impleading the applicant in the array of respondents in the original application being O.A. No. 151/2022/EZ;
- b. An order do issue to supply all the pleadings filed by the petitioner along with the reports/affidavits filed by the respondents in the proceedings, and grant an opportunity to the applicants to file a reply to the same;
- c. Such other and/or further orders be made and/or direction or directions be given as this Hon'ble Tribunal may deem fit and proper.

And for this act of kindness, the applicant as in duty bound shall ever pray.

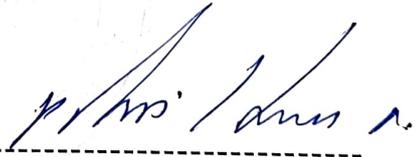


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VERIFICATION

I, Pradip Kumar Das, son of Sri Shambhu Charan Das, aged about – 42 years, working for gain at City Center, Haldia, Vill. Debhog, P.S. – Bhabanipur, Dist. Purba Medinipur, Pin. 721 656, do hereby solemnly state and say as follows:-

1. That I am the Director of the proposed Applicant in the instant proceeding and authorized signatory thereof and am well acquainted with the facts and circumstances of the case. I am competent to verify this application on behalf of the proposed Applicant.
2. That, the statements made in the paragraph Nos.1 to 4, 6, 8 to 11 are true to my knowledge and the statements those made in paragraph Nos.5, 7 and 12 are my most respectful submissions before this Learned Tribunal.
3. I sign this verification on this 12th day of April, 2024 at Kolkata.



Deponent



DLPC DEVELOPER PRIVATE LIMITED
[Signature]
Director

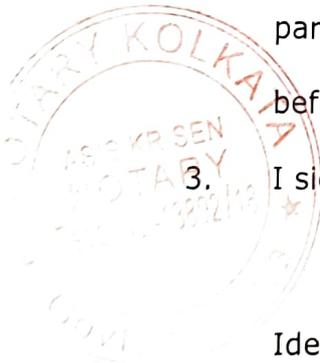
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AFFIDAVIT

I, Pradip Kumar Das, son of Sri Shambhu Charan Das, aged about – 42 years, working for gain at City Center, Haldia, Vill. Debhog, P.S. – Bhabanipur, Dist. Purba Medinipur, Pin. 721 656, do hereby solemnly state and say as follows:-

1. That I am the Director of the proposed Applicant in the instant proceeding and authorized signatory thereof and am well acquainted with the facts and circumstances of the case. I am competent to affirm this application on behalf of the proposed Applicant.
2. That, the statements made in the paragraph Nos.1 to 4, 6, 8 to 11 are true to my knowledge and the statements those made in paragraph Nos.5, 7 and 12 are my most respectful submissions before this Learned Tribunal.

3. I sign this affidavit on this 12th day of April, 2024 at Kolkata.



Identified by me

Debasish Raymahar
Advocate

[Signature]

Deponent

Solemnly affirmed and declared before me on identification

ASIS KUMAR SEN

ASIS KUMAR SEN
City Civil Court, Kolkata
Notary

Reg. No. -13802/18

12 APR 2024

DIGHA SANKARPUR DEVELOPMENT AUTHORITY
(A Statutory Authority of Govt. of West Bengal under
Urban Development & Municipal Affairs Department)

Online E.O.I. invited for the Licenseeship of Amenity Centre, Toilet Complex,
Parking facilities, organizing Cultural Programmes & some amusement activities
at "Dheu Sagar", under DSDA

Administrative Building
Digha Sankarpur Development Authority
Digha New Township :: Purba Medinipur
Pin - 721463
Ph - 03220 266 001
Fax - 03220 266 273
web : www.dsda.org.in
Email : eodsda@gmail.com

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Office of the
Executive Officer
Digha Sankarpur Development Authority
Digha New Township :: Purba Medinipur

EOI No. 001/DSDA/2020-2021

Dated 04.09.2020

E.O.I. NOTICE

EOI FOR THE ONLINE E.O.I. INVITED FOR THE LICENSESHIP OF AMENITY CENTRE, TOILET COMPLEX, PARKING FACILITIES, ORGANISING CULTURAL PROGRAMMES & SOME AMUSEMENT ACTIVITIES AT DHEU SAGAR, UNDER DSDA.

Office of issue : Executive Officer, Digha Sankarpur Dev. Authority
EOI No. : 001/DSDA/2020-2021
EOI Document : Details are given below

Digha Sankarpur Development Authority, under the Department of Urban Development, Govt. of West Bengal, invites online EOI for the Licenseeship of Amenity Centre, Toilet Complex, Parking facilities, Organising Cultural Programmes & some amusement activities at "Dheu Sagar", under DSDA, as described in the Schedule below, from the intending persons/organizations for specific purposes as stated therein. Any change in establishment use pattern other than those so specified will not be allowed.

DSDA reserves the right to accept/reject any or all offers at its sole discretion without assigning any reason whatsoever and the same will be binding on the Applicant-Bidders.

Deadline for Submission :

The response to this EOI shall be submitted, not later than 18.09.2020 up to 3.00 P.M through online only namely www.wbtenders.gov.in.

Salient Features are as under :

1.	Scope of work	: Construction of Children Park, toy train, Boating facility as per specification & at place earmarked by the office of DSDA by the intending agency & to run Amenity Centre, 10 nos. of Stalls in line with Delhi hut, Toilet Complex, Parking facilities etc. & maintain & keep the beautified area neat & clean & also organize cultural programme at Dheu Sagar on every Saturday & Sunday and any other special day.
2.	Amount of Earnest Money	: Rs. 20,000/- (Rupees Twenty thousand) only
3.	Amount of Security Money	: Rs. 50,000/- (Rupees fifty thousand) only
4.	Minimum Eligibility Criteria	Any intending persons/organizations may participate to this EOI. The applicant is required to prove his/its identity. In case of companies, trusts, Societies, relevant documents of incorporation/registration are required to be submitted. All the mandatory documents shall have to be submitted online.

Schedule of Dates:

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Sl. No.	Activity	Date & Time
1	Date of Issue of EOI	: <u>04.09.2020</u>
2	Document download start date	: 04.09.2020 at 6.00 P.M.
3	Document download end date & time	: 18.09.2020 upto 3.00 P.M.
4	Pre-bid meeting in the Office Room of the Executive Officer, DSDA, Digha	: 09.09.2020 at 2.00 P.M.
5	Bid submission start date	: 09.09.2020 at 4.00 P.M.
6	Last date of online submission of Technical Bid and Financial Bid.	: 18.09.2020 upto 3.00 P.M.
7	Opening of Technical Bid at the office of the Executive Officer, DSDA	: <u>21.09.2020</u> at 3.00 P.M.
8	Opening of Financial Bid at the office of the Executive Officer, DSDA	: <u>Will be informed later.</u>
9	Validity of bid	: 120 days w.e.f the date of opening of EOI.
10	E-Tender/EOI registration and bidding	: ONLINE BIDS: The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below : <ul style="list-style-type: none"> • Agencies/Bidders who are interested in participating DSDA's e-tenders/EOI are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering. • Training on e-tender/EOI can also be availed from Office of the EO, DSDA if desired by the bidder during office hours. • Online EOI can be submitted by logging in www.wbtenders.gov.in or through the official website of DSDA i.e. www.dsda.org.in ONLINE BID SUBMISSION: The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect.
11	Training for submission of EOI online	: Training on submission of Bid in online EOI or etc. will be given to the bidders on request.
12	Important Instructions	: <ul style="list-style-type: none"> • Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal, this office notice board and official website. • The financial bid documents of the technically qualified bidders will only be opened. • List of Financial comparison chart of bidders will be published on the next day after opening. EO DSDA reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason's whatsoever • The intending bidders are requested to inspect the site before quoting their rates.



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Who can apply :

Any individual or company or private entity can apply for the EOI. But the applicant is required to prove his/its identity. In case of companies, trusts, Societies, relevant documents of incorporation/registration are required to be submitted.

Period of License :

The license period will be of 01(One) year which may be renewed for another 8(eight) years subject to satisfactory performance of the licensee alongwith regular payment of license fees in advance and also due approval of the DSDA.

Selection Procedure :

DSDA shall take up the technical evaluation on the above mentioned parameters in the respective eligibility criteria.

Evaluation of Bids:

The Bids would be opened in the manner as stated below:

- Bids would be opened in following manner :-
 - i) Technical Bid.
 - ii) Financial Bid.
- Technical Bid shall be opened first.
- The Financial Bid will be opened for those Bidders who are technically qualified.

The highest bid of the EOI shall only be considered. All other bids/offers for the above EOI shall be declared as unsuccessful and the earnest money would be refunded accordingly.

Fixation of Reserve Price :

There shall be a Reserve Price of Rs. 10,00,000.00(Rupees Ten Lakh) only.

Information to the Bidders(ITB) :**1. Request for EOI**

Request for EOI paper is to be placed online only through the Website www.wbtenders.gov.in

2. Submission of EOI

The EOI will be submitted in two bid system i.e. Technical bid & Financial bid.

3. Online Bid submission procedure :

- i) **Registration of Contractor:** Agencies/Bidders who are interested in participating DSDA's EOI will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://www.wbtenders.gov.in> They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification on e-tendering,
- ii) **Digital Signature certificate (DSC):** Each contractor is required to obtain a class-III or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
- iii) The contractor can search & download EOI Documents electronically from computer once he logs on to the website www.wbtenders.gov.in in using the Digital Signature Certificate. This is the only mode of collection of EOI Documents.

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- iv) **Submission of EOI** : General process of submission, EOI are to be submitted through online to the stipulated website in two folders at a time, one in Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate(DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted(transformed into non readable formats).

3.1 TECHNICAL BID

Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers(folders).

(a). **Technical Cover Containing the following documents**

- i) EOI (download properly and upload the same Digitally Signed)
- ii) Bidders file (Annexure)

(b). **My Document[OID Cover] Containing :**

All mandatory documents.

3.1.1 Receiving documents :

Relevant EOI documents must be uploaded online for participating in this EOI. If the mandatory documents are not submitted online within the stipulated date & time, then bid of the applicant shall summarily be rejected and the bid offer shall not be opened. The Details of Mandatory Documents are given below :

Mandatory Documents :

- i) Name and address, registration in detail of Concern / Agency/Individual with name of proprietor or partner, Trade License etc.
- ii) PAN Card.
- iii) Voter Identity Card.
- iv) Aadhaar Card.
- v) Audited balance sheet of last 03(three) financial years i.e. 2017-18, 2018-19 & 2019-20.
- vi) Income Tax Return of Last 03(three) financial years.
- vii) G.S.T. Registration Certificate.
- viii) Latest G.S.T. return.

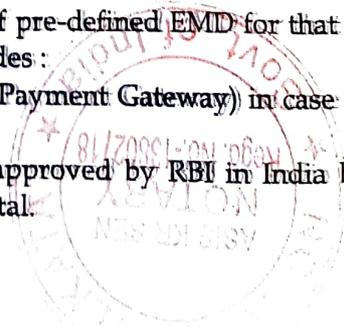
Note: The EOI will be summarily rejected if any of these documents are not submitted online. Original documents shall have to be shown if required by the authority.

3.1.2 Earnest Money Deposit (EMD) :

Intending bidders desiring to make payment of earnest money (EMD) on-line, should beforehand read the instructions carefully, particularly in the challan generated by the system of e-tender/e-procurement, if opted for EMD payment through RTGS/NEFT.

A) Login by bidder :

- a) A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.
- b) He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-tender by selecting from either of the following payments modes :
 - i) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) Off-line payment through bank accounts in any Bank approved by RBI in India by generating NEFT/RTGS challan from the e-tendering portal.



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B) EMD payment procedure :**a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :**

- i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.
- ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD against unique codes for identification of the tendering authority.
- v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT :

- i) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.
- iii) Once payment is made, the bank would provide an "UTR remittance number" for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv) If verification is successful, the funds get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD.
- v) Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-tender.
- vi) If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's account.

Note : EMD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission.

Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

C) Refund/Settlement Process for EMD :

- i) After opening of his/her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii) On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the on-line

- 25 -

- EMD transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- iii) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the H1 and H2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the H2 bidder should not be rejected till the LOI process is successful.
 - iv) If the H1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the H2 bidder will be refunded through an automated process, to his/her bank account from which he/she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the H1 bidder is uploaded to the e-Procurement portal by the Tender Inviting Authority.
 - v) As soon as the H1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer credit to Government Receipt under Public Accounts through GRIPS where under the security deposit to be collected would also be deposited in connection with the work.
 - vi) All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.
 - vii) If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority.

Payments Terms:

- 1) The Yearly License fees shall have to be deposited with DSDA within 07 days from the date of notification of the successful Bidder as stated. In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail.
- 2) The selected licensee shall have to make payment every year's license fees to the Authority in advance. The fees shall be payable to the Executive Officer, Digha Sankarpur Development Authority & Spl. Officer, Urban Development and Municipal Affairs Department, Digha, Purba Medinipur or to such officer as the Authority may in that behalf appoint.
- 3) All future taxes/ duties/ levies, etc. and expenses, if any as applicable shall be entirely paid by the Successful Bidder(s).

Default in Payment by the Successful Bidder:

In case the License fees is not paid as specified above by the Successful Bidder, he shall not be allowed to take part in any of the bids which may be held by DSDA in future. 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. However, in case of last day, being holiday it will be extended automatically to next working day.

Force Majeure:

DSDA 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, break down of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of DSDA to extend the time of performance on the part of DSDA by such period as may be necessary to enable DSDA 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.

Clarification of applications by DSDA :

To assist in the examination, evaluation and comparison of applications, DSDA may, at its own discretion ask the company / firm/ Individuals for the clarification of its application. The request for the clarification and the response shall be in writing. **However, no post application clarification at the initiative of the company / firm shall be entertained.**

Amendments in documents :

- At any time, prior to the date of submission of Applications, DSDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective companies / Agency/Concern(s), modify application documents by amendments.
- The amendments shall be notified in www.wbtenders.gov.in and in DSDA's website and these amendments will be binding on the Companies/Concern(s)/Individual(s).
- In order to afford prospective firms / companies etc. a reasonable time to take the amendment into account in preparing their applications, DSDA may, at its discretion, extend the deadline for the submission of applications suitably.
- EOI conditions may be modified after discussion and uploaded on www.wbtenders.gov.in or in DSDA's website. The modifications will be deemed to be part of the original conditions.

Eligibility of Bidder & General Terms and Conditions :

- The licensee shall have to run the Amenity Centre, Toilet Complex, Toy Train, Children Park, Boating, Parking facilities, maintain & keep the beautified area neat & clean & organize cultural programme at Dheu Sagar on every Saturday & Sunday and any other special day.
- The cultural programme at "Dhue Sagar" shall have to be organized at his/her own expenses in every Saturday & Sunday and any special day from 7.00 P.M. to 10 P.M. by the successful bidder.
- A list of artists for stage performance at "Dheu Sagar" shall be submitted to the Executive Officer, DSDA for approval in advance.
- Govt./DSDA may organize programme as & when required at "Dheu Sagar" at least 10 days in a year.
- The agency must have experience to organize social cultural programme.
- An entry fee of Rs. 5.00 may be collected by the selected bidder from the visitors to enter into the beautified area.
- The licensee may collect an entry fee for visiting Toy Train, Children Park, Boating etc.
- The agency should maintain the entire beautified area at his/her own cost.
- The entire area shall be kept neat & clean all the time.

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- The officials of DSDA may visit the site any time to inspect the area whether it is in good condition or not. If the area is not neat and clean, the authority reserves the right to cancel the agreement and forfeit the License premium.
- A fee of Rs. 2.00 for using Toilet and Rs. 5.00 for Latrine and Rs. 5.00 for Bath-cum-changing may be collected by the selected licensee from the users per use.
- A fee of Rs. 10/- per hour for Small Car may be collected by the selected licensee from the users for using parking space.
- The bidder shall have to quote clearly the amount he likes to pay per year for the license in Financial Bid(BOQ).
- The licensee shall keep the entire area and its surrounding area in neat, clean, sanitary and good condition and also free from all kinds of nuisance at his own expenses.
- Use of plastics is completely banned in the said premises.
- Selling of alcohol, tobacco products is completely banned in the premises.
- The bidder shall follow the general guidelines as may be suggested by the Executive Officer, DSDA for the convenience of the tourists etc.
- The licensee shall not be allowed to alter or modify any building or any area.
- The license is purely temporary and will not create any right over the area.
- The licensee shall have to pay the electric consumption charges for Amenity Centre & Toilet Complex.
- The licensee shall have to bear, pay and discharge all existing and future rates, taxes, assessments duties impositions and outgoings whatsoever if any payable or assessed in respect of Licensed of the said premises.
- The licensee shall not have the right to assign, transfer charges or sublet the premises in respect of which this leave and license is granted.
- The successful bidder whose offer may be accepted will have to execute an agreement embodying the terms and conditions of the license in the form approved by the Authority within 15(Fifteen) days from the date of intimation of the selection.
- The licensee shall make his own arrangement for necessary furniture and others for running the said amenity centre.
- The Authority reserves the right to reject any or all of the offers received without assigning any reason whatsoever.
- The Authority shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving one month's notice to the licensee.
- The said amenity centre may be decorated by the selected agencies in his own cost if desired after obtaining written permission from the Executive Officer, DSDA.
- The licensee shall make his own arrangement for necessary furniture and others for running the said amenity Centre.
- After expiry of license period the selected agency/concern/individual may take away all the furniture only which he/she provided.
- The licensee shall make his own arrangement for cooking, crockeries, cooking apparatus etc. as also all furniture required for running said business.
- The licensee shall have to supply fresh, pure, clean and wholesome food free from all impurities and adulteration. The Executive Officer, Digha Sankarpur Development Authority will have the right to take sample of cooked food for examination on receipt of any complaint from the tourists/visitors.
- The licensee shall not allow any unlawful activities in the demised/ licensed premises.
- The licensee shall at his own costs do all such petty repairs of Civil, Electrical and plumbing etc. as may be necessary after obtaining written permission from the Executive Officer, Digha Sankarpur Development Authority in the demised premises.

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- A Complaint book shall be maintained by the licensee and presented to the Executive Officer, Digha Sankarpur Development Authority once in a month for checking the remarks of the tourists/visitors.
- The waste materials so generated for running of the said business will be handled by the Agency/Concerns as per guidance of the DSDA. No waste materials should be allowed to decompose or disposed off inside the building complex for maintaining ecological balance and no littering will be allowed under any circumstances.
- After expiry of the said license, the Agency/Concern shall be liable to handover the possession of the said premises to the Authority. Failing which necessary legal action will be taken against the Agency/Concern/Individuals.
- If the Agency/Concern committing any violation of the terms and conditions, the DSDA would be at liberty to terminate the agreement by giving one month's written notice to the Agency/Concern.
- Complete hygiene and Cleanliness has to be maintained in the licensed premises. Any litter thrown anywhere in the complex area due to the activities of the Agency//Concern has to be cleared/collected by the Agency/Concern only.
- The licensee will be liable to clean the area of licensed premises day to day, failing which the authority will have the right to cancel the license and forfeit the license fees at any time by giving 30 days notice.
- Inspection of the licensed premises shall be conducted by a team of experts/officials appointed by DSDA on first of every month. All damages/breakages etc. noticed by this team will be set right by Concern/Agency by tenth of that month failing which DSDA will carry out repairs/renovation works and debit the cost to Concern/Agency.
- The Agency will be solely responsible for all payments and observance and compliance of relevant provision of laws/rules/regulations etc. in respect of his employees and the business of running license of the said premises. DSDA will have no liabilities whatsoever with regard to such statutory compliances and payments.
- The EMD of the successful bidders may be converted to Security Deposit. The rest amount of the Security Deposit will have to deposit with the Authority in the form of Bank Draft in favour of the Executive Officer, DSDA and payable to SBI, Digha Branch before entering into the agreement.
- The appointed Agency / Concern shall abide by all relevant rules and regulations of the Authority as issued from time to time and must obtain all licenses, consents and permits, as may be required for running the business from time to time. The Agency / Concern shall be responsible for adhering to the norms of Environmental regulations. The Agency / Concern shall keep DSDA duly informed about any change in the status of the Agency / Concern.
- The Bid must be submitted online within stipulated date & time mentioned above.
- The possession of the unit shall be delivered after deposition of the license fee in full for the 1st year and execution of agreement.
- The name of the Successful Bidder(s) would be declared through Website. In the event of any change in aforesaid date, the same will be notified to the bidders through website. DSDA reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of DSDA would be final and binding on the Bidders.
- The DSDA reserves the right to cancel the EOJ for non receipt of reasonable rates from the Bidders.
- The Agency/Concern is required to visit the said Unit and discuss the matter with the authorized personnel to get acquainted about the said projects before submission of offer.
- The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the business.

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Right to accept any application and to reject any or all applications :

DSDA reserves the right to accept or reject any application at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Agencies/Concerns / companies on the grounds of DSDA's action.

The Change of dates and any other amendment in this regard shall be informed on website of DSDA i.e. www.dsda.org.in and www.wbtenders.gov.in



Executive Officer
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev.(T&CP)Deptt.

Dated : 04.09.2020

Memo No. : 4172/DSDA/2020-21

Copy forwarded for information to:

1. The Hon'ble Chairman, Digha Sankarpur Development Authority
2. The Hon'ble Vice-Chairman, DSDA & M.L.A. - Ramnagar L.A.C.
3. The District Magistrate, Purba Medinipur.
4. The Sub-Divisional Officer, Contai, Purba Medinipur.
5. The Block Development Officer, Ramnagar-I & II & Executive Officer, Ramnagar - I & II Panchayet Samity.
6. The District Informatics Officer, NIC, Purba Medinipur, Tamruk with a request to publish it in the official website of Purba Medinipur District.
7. Reception / Notice Board.



Executive Officer
Digha Sankarpur Development Authority
& Spl. Officer, Urban Dev.(T&CP)Deptt.



ANNEXURE - I

APPLICATION FOR EOI

To
The Executive Officer,
Digha Sankarpur Development Authority,
Digha :: Purba Medinipur.

Ref: - EOI for _____

E.O.I.No. : _____ (Sl. No. _____)/DSDA/2020-2021

Dear Sir,

Having examined the Technical cover, OID cover & all other EOI documents, I/we hereby would like to state that I/we will fully accept all your conditions and offer to execute the works as per EOI no stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 202_____

Full name of Bidder / Contractor : _____

Signature : _____

In the capacity of : _____

Duly authorized to sign bids
for & on behalf of (Name of Firm) : _____

Office address with seal if any : _____

Telephone no(s) (office): _____

Mobile No : _____

Fax No: _____

E mail ID: _____



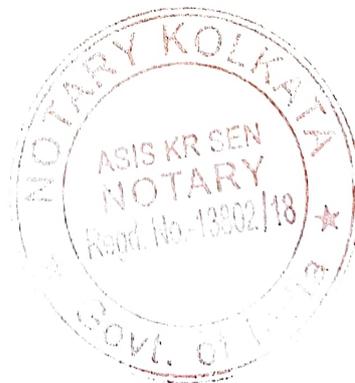
- 31 -

ANNEXURE - II
Format for Affidavit

(Affidavit should be executed on a Non Judicial stamp paper of Rs 10/- or such equivalent document duly attested by Notary Public)

- 1) I, _____ the undersigned, do hereby certify that all the statements made in the EOI document are true and correct.
- 2) The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and // abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of GoI or GoWB from participating in any projects.
- 3) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by DSDA to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DSDA Signed by an authorized officer of the firm Designation of officer with seal.

Date





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 844736

DEED OF AGREEMENT

THIS AGREEMENT is made this 2nd day of December... 2021... BETWEEN THE DIGHA SANKARPUR DEVELOPMENT AUTHORITY hereinafter called " LICENSOR" of the One Part and DLPC DEVELOPER PRIVATE LIMITED, 247, RAJDANGA MAIN ROAD, Kolkata - 700107 hereinafter called the "LICENSEE" of the Other Part.

Whereas an online E.O.I. for the Licenseeship of Amenity Centre, Toilet Complex, Parking facilities, Organising Cultural Programmes, dancing fountain & some amusement activities at "Dheu Sagar", under DSDA was invited;

And

Whereas the offer of the licensee which is being Rs. 10,16,000/- per year has been accepted by the Licensor

DLPC DEVELOPER PRIVATE LIMITED
Director

Executive Officer,
Digha Sankarpur Dev. Authority
Special Officer U.R. & M.A. Dept.



STAMP RECEIVED FROM
 CONTAI TREASURY
 22 JUL 2020
 M.M. BEGG (Stamp Vendor)
 Contai S.D.O's Office

कांथि महकुमा शांति अफिस

क्रमिक नं- २२०
 प्रेतार नाम- श्री. म. म. बेग
 पत्ता- २४९, राजमार्ग, कांथि, जिला- पूर्ब मेदिनी
 तार- १९/०७/२०२० (कलहाई) २०२०
 ट्याम्प डेपार- १९/०७/२०२०



- 34 -

And

Whereas the licensor has accepted the said rate and agreed to grant the license to the licensee;

And

Whereas the parties agreed on the terms and conditions of the License hereinafter mentioned;

And

Whereas this agreement will be made in two separate original sets and each copy will be kept in the custody of both the parties.

Now therefore it is agreed by the aforesaid parties as follows :-

- 1) The licensee shall have to run the Amenity Centre, Toilet Complex, Toy Train, Children Park, Boating, Parking facilities, maintain & keep the beautified area neat & clean & organize cultural programme at Dheu Sagar on every Saturday & Sunday and any other special day.
- 2) The license period will be of 01 (One) year which may be renewed every year upto 12 (Twelve) years in normal course by paying the license fees in advance in every year.
- 3) The license period will be extended for another 12 (Twelve) years subject to satisfactory past performance of the licensee with new terms and condition.
- 4) The cultural programme at "Dheu Sagar" shall have to be organized at his/her own expenses in every Saturday & Sunday and any special day from 7.00 P.M. to 10 P.M. by the successful bidder.
- 5) A list of artists for stage performance at "Dheu Sagar" shall be submitted to the Executive Officer, DSDA on behalf of licensor for approval in advance.
- 6) Govt./DSDA may organize programme as & when required at "Dheu Sagar" at least 10 days in a year.
- 7) An entry fee of Rs. 5.00 may be collected by the licensee from the visitors to enter into the beautified area.
- 8) The licensee may collect an entry fee for enjoying Toy Train, Children Park, Boating etc.
- 9) The licensee should maintain the entire beautified area at his/her own cost. The entire area shall be kept neat & clean all the time.
- 10) The officials on behalf of licensor may visit the site any time to inspect the area whether it is in good condition or not. If the area is not neat and dean, the licensor reserves the right to cancel the agreement and forfeit the Security deposit.
- 11) A fee of Rs. 2.00 for using Toilet and Rs. 5.00 for Latrine and Rs. 5.00 for Bath-cum-changing may be collected by the selected licensee from the users per use.
- 12) A fee of Rs. 10/- per hour for Small Car may be collected by the selected licensee from the users for using parking space.
- 13) The licensee shall keep the entire area and its surrounding area neat, clean, sanitary and good condition and also free from all kinds of nuisance at his own expenses.
- 14) Use of plastics is completely banned in the said area.
- 15) Selling of alcohol, tobacco products is completely banned in the area.

DLPC DEVELOPER PRIVATE LIMITED

[Signature]
Director

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**Executive Officer,
Digha Sankarpur Dev. Au
& Special Officer, U.D. & M.**

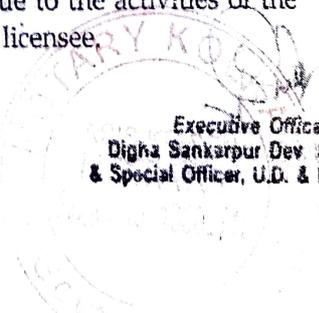
- 35 -

- 16) The licensee shall follow the general guidelines as may be suggested by the Executive Officer, DSDA on behalf of licensor for the convenience of the tourists etc.
- 17) The licensee shall not be allowed to alter or modify any building or any area.
- 18) The license is purely temporary and will not create any right over the area.
- 19) The licensee shall have to pay the electric consumption charges for the entire project.
- 20) The licensee shall have to bear, pay and discharge all existing and future rates, taxes, assessments duties impositions and outgoings whatsoever if any payable or assessed in respect of the entire area under his possession.
- 21) The licensee shall not have the right to assign, transfer charges or sublet any structure/land in respect of which this leave and license is granted.
- 22) / The licensee shall make his own arrangement for necessary furniture and others for running the said Project.
- 23) / The licensor shall be entitled to terminate license if the services of the licensee be found unsatisfactory on giving one month's notice to the licensee.
- 24) / After expiry of license period the licensee may take away all the fittings/furnitures which he/she provided.
- 25) The licensee shall make his own arrangement for cooking, crockeries, cooking apparatus etc.
- 26) The licensee shall have to supply fresh, pure, clean and wholesome food free from all impurities and adulteration. The Executive Officer, Digha Sankarpur Development Authority on behalf of licensor will have the right to take sample of cooked food for examination on receipt of any complaint from the tourists/visitors.
- 27) The licensee shall not allow any unlawful activities in the demised/ licensed area.
- 28) The licensee shall at his own costs do all such petty repairs of Civil, Electrical and plumbing etc. as may be necessary after obtaining written permission from the Executive Officer, Digha Sankarpur Development Authority on behalf of licensor in the demised area.
- 29) A Complaint book shall be maintained by the licensee and presented to the Executive Officer, Digha Sankarpur Development Authority on behalf of the licensor once in a month for checking the remarks of the tourists/visitors. ✓
- 30) The waste materials so generated for running the said business will be handled by the licensee as per guidance of the DSDA. No waste materials should be allowed to decompose or disposed off inside the licensed area for maintaining ecological balance and no littering will be allowed under any circumstances.
- 31) After expiry of the license, the licensee shall be liable to handover the possession of the said area to the licensor, failing which necessary legal action will be taken against the licensee.
- 32) If the licensee commits any violation of the terms and conditions, the licensor would be at liberty to terminate the agreement by giving one month's written notice to the licensee.
- 33) Complete hygiene and Cleanliness has to be maintained in the licensed area. Any litter thrown anywhere in the licensed area due to the activities of the licensee the same has to be cleared/collected by the licensee.

DLPC DEVELOPER PRIVATE LIMITED

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 Director


 Executive Officer,
 Digha Sankarpur Dev. Authority
 & Special Officer, U.D. & M.A. Dept.

- 34) The licensee will be liable to clean the area of licensed area day to day, failing which the licensor will have the right to cancel the license and forfeit the security money at any time by giving 30 days notice.
- 35) The licensee will be solely responsible for all payments and observance and compliance of relevant provision of laws/rules/regulations etc. in respect of his employees and running the business in the licensed premises. The licensor will have no liabilities whatsoever with regard to such statutory compliances and payments.
- 36) The licensee shall be responsible for any dispute whatsoever with his employees and keep the licensor indemnified in this regard.
- 37) The licensee shall abide by all relevant rules and regulations of the Govt. as issued from time to time and must obtain all licenses, consents and permits, as may be required for running the business from time to time from the licensor. The licensee shall be responsible for adhering to the norms of Environmental regulations. The licensee shall keep DSDA duly informed about any change in the status of the licensee.
- 38) The licensor shall give possession to the licensee after deposition of license fees for the 1st year and a security deposit of Rs. 50,000/-
- 39) The licensee shall be bound to do all his activities within the area given possession by the licensor and shall not encroach other area than shown in the attached sketch map. The licensor reserve the right to cancel this agreement without assigning any reason if the licensor encroach other area than shown in the map.
- 40) The licensee may introduce other activities within the licensed area with written permission from the licensor for which the licensee shall have to deposit a negotiated amount to the licensor.

In witness whereof the Parties to these presents have here unto set & subscribed their respective hands the day, month and year first above written.



Signed for and on behalf of the Licensor (DSDA)
 By the Executive Officer, Digha Sankarpur Development Authority.

In presence of

1.

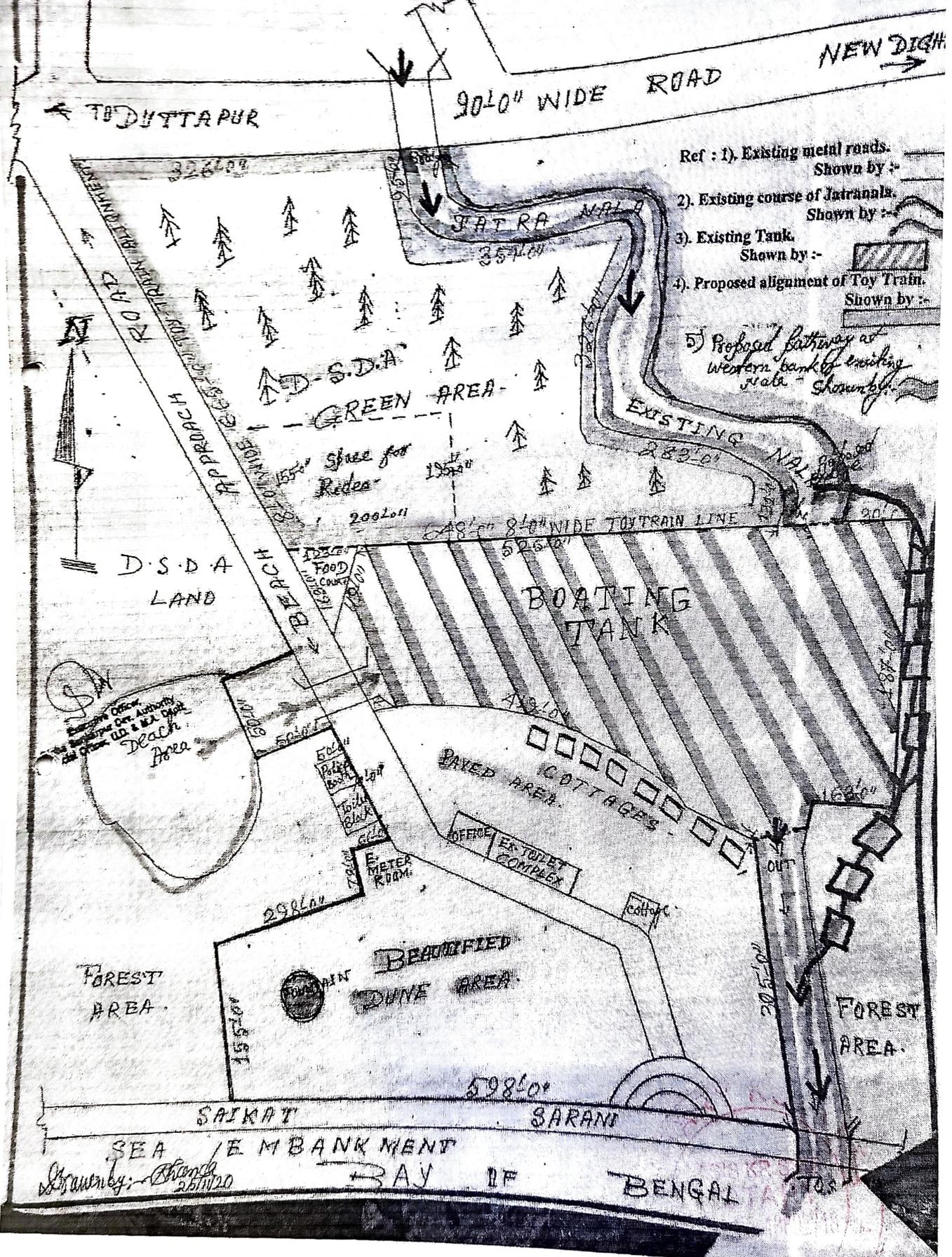
2. *Sibu .n.Sahoo*

SIGNED BY & on behalf of the
 DLPC DEVELOPER PRIVATE LIMITED (Licensee).

In the presence of *[Signature]* Director



A SKETCH MAP SHOWING THE EXISTING FEATCHERS SURROUNDING JATRANALA AREA FOR PROPOSED TOY TRAIN BOATING & BEAUTIFICATION ETC. UNDER D.S.D.A.



- Ref : 1). Existing metal roads. Shown by :-
- 2). Existing course of Jatranala. Shown by :-
- 3). Existing Tank. Shown by :-
- 4). Proposed alignment of Toy Train. Shown by :-
- 5). Proposed pathway at western bank of existing natal - Shown by :-

Sanitary Officer,
District Sanitary Development Authority,
Okhla, Purba Medinipur.

Drawn by: *Chanda*
25/1/20

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DIGHA SANKARPUR DEVELOPMENT AUTHORITY
P.O. NEW DIGHA, DIST-PURBA MEDINIPUR
PIN :: 721463

Phone No. 03220-266001,
Fax No. 03220-266273

E-mail ID: eodsda@gmail.com

Memo, No. 4320 /EOI-01/DSDA/2020

Dated, Digha, the 6th Oct, 2020

From : The Executive Officer,
Digha Sankarpur Development Authority
& Spl. Officer, UD&MA Deptt.
Digha :: Purba Medinipur.

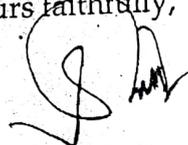
To : DLPC Development Pvt. Ltd.,
247, Rajdanga Main Road,
Flat No. 5, 3rd Floor, P.O.-EKTP,
Kolkata - 700107.

Sub : Award of Contract (AOC) for Licenseeship of Amenity Centre, Toilet Complex, Parking facilities, organizing cultural programmes, dancing fountain and some amusement activities at "Dheu Sagar".

Dear Sir,

With reference to above, this is to inform you that your quoted rate i.e. Rs. 10,16,000/- (Rupees Ten Lakh Sixteen thousand) only per month has been accepted for Licenseeship of Amenity Centre, Toilet Complex, Parking facilities, organizing cultural programmes, dancing fountain and some amusement activities at "Dheu Sagar" under DSDA. Accordingly you are requested to kindly deposit the license fees Rs. 10,16,000/- within 07 days and execute an agreement on Non Judicial Stamp Paper worth Rs. 100/- immediately before taking the possession.

Yours faithfully,



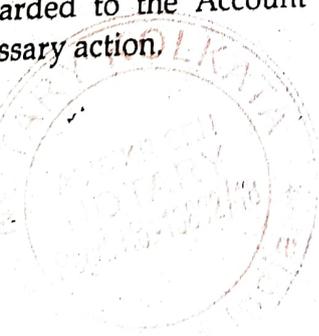
Executive Officer

Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.

Memo, No. 4320 /EOI-01/DSDA/2020

Copy forwarded to the Account Section, Digha Sankarpur Development Authority for taking necessary action.

Dated, Digha, the 6th Oct, 2020



Executive Officer

Digha Sankarpur Development Authority
& Spl. Officer, U.D.&M.A. Deptt.

ICI Bank

Bank of Montreal
100 King Street West
Toronto, Ontario M5X 1C5
Canada

Pay Year Self

Bank of Montreal Business Development Bank

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CLPC DEVELOPER FINANCE LIMITED



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**DLPC DEVELOPER
PVT. LTD.**

DLPC DEVELOPER PVT. LTD.
247, Rajdanga Main Road, Kolkata- 700101
C.I.N. - U70200WB2019PTC229852
GST No.- 19AAHCD0468MIZ8
PAN No.- AHCD0468M

Extracts of the minutes of the proceedings of Board of Directors' meeting of DLPC DEVELOPER PRIVATE LIMITED., Kolkata held on 20th Day of March, 2024 at the registered office of the company at 3 p.m.

The company that headed a meeting with a proper quorum and brought a subject to the knowledge of the board of all directors about a National Green Tribunal Act' 2010. A discussion was made about the subject and the following decisions were taken thereafter.

That the company all director decision sign all the Green Tribunal case retaliated and legal documents sign by Pradip Kumar Das. So many members participated in the meeting.

That whatever the decision is needed Pradip Kumar Das is authorized to take as he has been appointed Managing Director of the Company

Lastly with thanks to the chair meeting was over

DLPC DEVELOPER PRIVATE LIMITED

Barnali
Barnali Das
Director

DLPC DEVELOPER PRIVATE LIMITED

Pradip
Director

ICICI BANK - HALDIA TOWNSHIP,
EAST MEDINIPUR, PIN- 721607
A/C No.- 350705500070
IFSC Code- ICIC0003507
Ph. No.- 8640000301

BEFORE THE NATIONAL GREEN
TRIBUNAL
EASTERN ZONAL BENCH AT KOLKATA

I.A. No. of 2024
O.A. No.151 of 2022/EZB

In the matter of:

An application for addition of Party in OA
No.151 of 2022/EZB (Subhas Dutta –
Versus- State of West Bengal & Ors).

In the matter of:-

Subhas Datta,

.... Applicant

-Versus-

State of West Bengal & Ors.

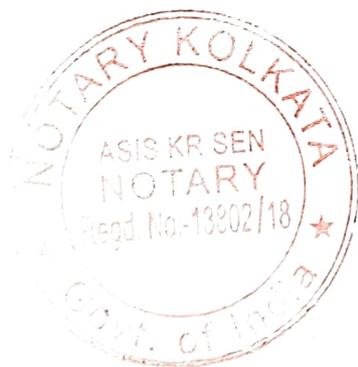
.... Respondents

-And-

In the matter of:

DLPC Developer Private Limited;

.....Proposed Applicant



APPLICATION FOR
ADDITION OF PARTY

DEBASHIS KARMAKAR

Advocate, WB/482/2001

12, Old Post Office Street,

Ground Floor, Kolkata – 700 001

debashiskarmakaradv@gmail.com

Mob.;9830157575

VAKALATNAMA

In the National Green Tribunal
Eastern ^{Zonal} Bench at Kolkata

Signature

O.A.
Suit Case No. 151 of 2022/EZB

Subhas Datta

-Versus -

State of West Bengal & Ors

In the matter of: - And -

DLPC Developer Private Limited

Plaintiff
Applicant
Appellant

Defendant
Opp. Party
Respondent

KNOW ALL MEN by these that I/We
Pradip Kumar Das being the director of DLPC Developer Private Limited
do hereby in my/our name and my/our behalf constitute and appoint Sri Debashis
Karmakar, Aarya Nandi, Ajanta Banerjee, Satyam Ojha and Pasukshit Ghoshia
true and lawfull pleader/Advocate & attorney to appear and act for me/us in the matter noted
above to file suit written statement conduct suit appeal from original suit order etc. and for
that purpose to do all acts and thinks, whatsoever in that connection including compromise of
the above matter depositing in or withdrawing money from filling or taking our of appear,
document and payment order from Court referring matter in dispute between the parties
here to arbitration released from attachment filling execution or miscellaneous cases and
other petitions belding at execution sale, obtaining payment from us out of court withdrawing
custody and other fees and doing on my/our behalf such other acts in the above matters as
are necessary and proper

I/We hereby agreeing to ratify and confirm all acts so done by the said Advocate
or attorneys as my/our own acts and as if done by my/us to all intents and purposes.

Date. 09.04.2024

ADVOCATE

DEBASHIS KARMAKAR

Advocate

12, Old Post Office Street

Ground Floor,

Kolkata-700 001

WB/482/2001

9830157575

debashiskarmakaradv@gmail.com

Received directly from the executant
on being satisfied and accepted by us

Sebastian Karmakar
Advocate

Aanya Wande
Advocate

Ajanta Somjee
Advocate

Satyam Ojha
Advocate

Parashit Karkhā
- Advocate



**DLPC DEVELOPER
PVT. LTD.**

DLPC DEVELOPER PVT. LTD.

247, Rajdanga Main Road, Kolkata- 700107

C.I.N. - U70200WB2019PTC229852

GST No.- 19AAHCD0468MIZ8

PAN No.- AHCD0468M

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DLPC DEVELOPER PRIVATE LIMITED

Banaji Bonia Das
Director

DLPC DEVELOPER PRIVATE LIMITED

[Signature]
Director

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A/C No.- 350705500070
IFSC Code- ICIC0003507
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