



Jaipur Metro Rail Corporation Limited

BIDDING DOCUMENT

For

**Leasing of Commercial Space at Railway Station Metro Station  
(Jaipur Metro)**

**RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023  
(UBN – JMR2223SLOB00122)E-bid Id : 2023\_JMRC\_324744\_1)**

**Reply to Pre- Bid Queries**

**&**

**Addendum-1**

Jaipur Metro Rail Corporation Limited  
(A Govt. of Rajasthan Undertaking)

Office: 2<sup>nd</sup> Floor, Wing-A, Admin Building, Metro Depot,  
Brighu Path, Mansarovar, Jaipur-302020



JAIPUR METRO

**Jaipur Metro Rail Corporation Limited**

(A Govt. of Rajasthan Undertaking)

2<sup>nd</sup> Floor, Admin Building, Metro Depot, Bhriugu Path, Mansarovar, Jaipur 302020 (Rajasthan)

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No.:- F.1 (R-174)/JMRC/DC/Rev./ 2019-20/.....

dated ...../04/2023

26 APR 2023

**Reply in response to Pre-bid queries****RFP No. F.1 (R-174)/JMRC/DC/Rev./ 2019-20/6265 dated 16/03/2023****(UBN – JMR2223SLOB00122)E-bid Id : 2023\_JMRC\_324744\_1**

The Pre-bid meeting for the RFP No. F.1 (R-174)/JMRC/DC/Rev./2019-20/6265 dated 16/03/2023 for Leasing of Commercial Space at **Railway Station Metro Station (Jaipur Metro)** was held on 24.03.2023. In response to the queries, reply by JMRC is issued as hereunder:

S. N.	Ref. Clause of RFP	Page No.	Existing clause as per RFP	Query/ Clarification Sought	Reply of JMRC
1	Clause No. 20.1 of Annexure-1 of RFP	56 of 95	20.1 Additional space for transformer, meter, chilling plant, water storage tank, AC outdoor units etc. outside leased space, if demanded by lessee and if found technically suitable shall be arranged to Lessee at a nominal charge of Rs. 100/- per square meter/ per month (GST extra). This rate shall also increase at the rate of 6% per annum on annual compounding basis.	<b><u>Rent for Additional Space for Non-Commercial Activities</u></b>  For non-commercial activities, the rent of additional space which has been mentioned by you should be exempted.	No change.  Please follow the existing RFP conditions.
2	Clause No. 27.1 of Annexure-1 of RFP	51, 58, 59, 66, 67, 72 & 73 of 95	27.1 For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 90 days commencing from the date of issue of Notice to Proceed (NTP). (Referred as " <b>Rent-Free Grace Period</b> " OR " <b>Moratorium Period</b> ").	<b><u>Rent-Free Grace Period/Moratorium Period</u></b>  The rent free grace period for carrying out furnishing, fabrication & installation works to make the Commercial Space usable for commercial/retail purpose is 90 days which is very less. Please increase it to 200 days.	Keeping in view the large area of commercial space, Rent-Free Grace Period /Moratorium Period from the date of issuance of NTP is considered as 150 days. Consequently clause no. 27.1 & other relevant clauses of Annexure-1 & draft Lease agreement of RFP document are amended.

S. N.	Ref. Clause of RFP	Page No.	Existing clause as per RFP	Query/ Clarification Sought	Reply of JMRC
					Clause no. 2.1, 3.1, 27.1 & 28.1 of Annexure-1 of RFP document and clause no. 1.1.1 (Definitions of "Rent Free Grace Period" OR "Moratorium Period" and "Lease Period"), clause no. 2.4.1, 3.2.1, 3.3.1 & 3.3.2 of draft Lease agreement of RFP document are amended. Please refer Addendum-1
3	Clause no.25.1 of Annexure-1 of RFP	57 of 95	25.1 Paid parking is available at Railway Station Metro Station (Jaipur Metro). Parking is owned by JMRC and managed by a contractor appointed by JMRC. Lessee may discuss and finalize with parking contractor for reserved parking.	<b><u>Parking Availability</u></b> 1) It is impossible to use commercial space without parking. It is very important to provide separate space for parking by JMRC. 2) We pray that basis of the leased space of 50 sq. mtr 1 car and 4 Bike parking should be provided FOC and any extra parking will be paid by Lessee	No change. Please follow the existing RFP conditions.  No change. Please follow the existing RFP conditions.
4	Clause No. 2.2 of RFP Minimum Eligibility Criteria b) Financial Eligibility – (i)	10 of 95	Bidder must have minimum net worth of Rs. 35.50 Lakhs as on March 31, 2022. <i>In case of Consortium Bidder, all members of the Consortium can meet Net Worth and Turnover criteria jointly.</i>	<b><u>Net Worth:</u></b> Kindly Net worth amount should be removed. Kindly Mention only positive net worth.	No change. Please follow the existing RFP conditions.
5	Clause No. 22.1& 22.2 of Annexure-	57 of 95	22.1 Lessee shall be allowed to put advertisement/ display boards inside the Lease	<b><u>Advertisement Rights/ Display boards/ Signages inside Lease Space</u></b>	Clause no.22.2 to Annexure-1 of RFP document is amended.



S. N.	Ref. Clause of RFP	Page No.	Existing clause as per RFP	Query/ Clarification Sought	Reply of JMRC
	1 of RFP		Space including on the external walls of interior partition. 22.2 At both the entry/exit to Commercial Space, Lessee shall be allowed to put one signage of suitable size (not more than 3 feet x 15 feet) displaying the name of Lessee or name of commercial venture, etc. for the Lease Space.	1) The lessee shall be permitted to put up a total of 5 signages of suitable size (not exceeding 3 feet x 15 feet) in all directions for the leased space displaying the name of the lessee or name of the commercial enterprise etc.  2) As an entrepreneur working on a novel project, we request JMRC to give additional space at the main tourist metro station for a period of 9 months free of cost to promote the business.	Please refer Addendum-1  Additional Clause no. 22.3 after clause no. 22.2 in Annexure-1 of RFP document is inserted.  Please refer Addendum-1
6	Clause No. 9.1 of Annexure-1 of RFP	53 of 95	<b>9.1 – 3<sup>rd</sup> bullet point:</b> For internal partitions/walls, Lessee shall be allowed to use light medium materials only (aluminium frames/ corrugated sheets, ply board partitions, glass partition). Brick/ concrete shall be not used for creation of partitions/ walls. <b>However, in specific circumstances, Authority may allow brick/ concrete partition within in the Commercial Space subject to the condition that such brick/ concrete partition does not damage the structural members of the station building.</b>	<b><u>Furnishing of the Commercial Space</u></b>  Due to the long lease period of 30 years, permanent and solid partitions will be required, so the use of brick and concrete should be allowed for the partition.	No change. Please follow the existing RFP conditions.
7	Clause No. 1.2.2 of RFP	7 of 95	Commercial space at Railway Station Metro Station (Jaipur Metro) is situated at mezzanine floor (500 sqm) with	If more than 500 sqm of space available on the mezzanine floor or ground floor to be allowed to the licensee	Clause 1.2 of Annexure-1 to RFP Document (Scope of Lease) is amended.

S. N.	Ref. Clause of RFP	Page No.	Existing clause as per RFP	Query/ Clarification Sought	Reply of JMRC
			access through ground floor.	on chargeable basis	Please refer Addendum-1
8	Clause No. 26.1 of Annexure-1 of RFP	57 of 95	26.1 Lessee shall be required to pay approved Lease Rent, Utility bills and other applicable recurring charges (if any) + GST and other applicable taxes on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March.	<p><b><u>Payment Terms of Lease Rent, Utility bills and Other Charges</u></b></p> <p>Payment will be allowed only after the bill is issued</p>	No change. Please follow the existing RFP conditions.
9	Clause No.8.1 & 9.1 of Annexure-1 of RFP	52 of 95	<p>8.1 Commercial space has separate access through stairs from street level (ground floor). Lift shaft from street level is also available but lift is not installed presently. Lessee shall be allowed to have uninterrupted access to Commercial Space on 24 hours basis (subject to local rules &amp; regulations applicable to commercial establishments)</p> <p><b>9.1 – 6<sup>th</sup> bullet point:</b></p> <p>Installation of lift (lift shaft is available from ground floor/ street level.</p>	<p><b><u>Access to commercial space</u></b></p> <p>Lessee wants to know whose ownership will be to maintain the area on the ground floor in front of the stairs as it is an important part of the property upstairs and needs to be well maintained.</p>	<p>Clause no. 8.1 of Annexure-1 of RFP is amended and 6<sup>th</sup> bullet point of clause no. 9.1 is deleted.</p> <p>Please refer Addendum-1</p>
10	Clause no.11.1 of Annexure-1 of RFP	53 of 95	11.1 Lessee shall be required to obtain separate electric connection for the Commercial Space from Jaipur Vidyut Vitran Nigam Limited (JVNL). JMRC shall endeavor to provide all support to Lessee for taking separate electric connection. JMRC shall	<p><b><u>Electric Connection (Permanent)</u></b></p> <p>We request that an Electric connection should be given from the current supply to JMRC through a submeter and rates be defined by JMRC to be paid by Lessee. For Lessee to get a Separate</p>	<p>Clause no. 11.1 of Annexure-1 of RFP is amended. :</p> <p>Please refer Addendum-1</p>



S. N.	Ref. Clause of RFP	Page No.	Existing clause as per RFP	Query/ Clarification Sought	Reply of JMRC
			issue Non-Objection Certificate (NOC), if required.	connection from JVVNL is a long process involving paperwork and other formalities. Hence we request you to give an electric connection on paid basis from the existing JMRC connection	
11	Clause No.13.1 & 13.2 of Annexure-1 of RFP	56 of 95	13.1 Lessee shall be required to obtain separate connection for water supply from Public Health Engineering Department (PHED). 13.2 JMRC shall allow laying of pipeline from PHED pipeline to water storage tank and from water storage tank to the overhead water tanks inside the Lease Space.	<b><u>Water Supply</u></b> We request that Water connection should be given from the current supply to JMRC through a submeter and rates be defined by JMRC to be paid by Lessee. For Lessee to get a Separate connection from PHED is a long process involving paperwork and other formalities which may result in damages to JMRC property due to new line installation. Hence, we request you to give water connection on the paid basis from the existing JMRC connection.	Clause no. 13.1 of Annexure-1 of RFP is amended.  Please refer Addendum-1
12	Clause No.21.1 of Annexure-1 of RFP	56 of 95	21.1 JMRC's fire hydrant cubicles with all accessories installed inside the Leased Space shall be properly guarded & operated/used by the Lessee as & when required. Lessee shall ensure that sufficient area is left vacant surrounding these cubicles for their use in case of any emergency, etc. JMRC shall continue water supply connection with these fire cubicles and the lessee shall ensure that these units are not damaged during its installation activity.	<b><u>Fire Safety Installations</u></b> Upon visit, it is found that no fire safety installations are present on the property.	Clause no. 21.1 of Annexure-1 of RFP is amended.  Please refer Addendum-1

S. N.	Ref. Clause of RFP	Page No.	Existing clause as per RFP	Query/ Clarification Sought	Reply of JMRC
13	Clause No.1.2.4 of RFP	7 of 95	1.2.4 Selected Bidder shall be entitled to develop, operate, maintain, manage, market, sub-let/sub-lease/sub-license the Commercial Space for development & operation of commercial/business venture for the entire Lease Period at its own cost and expenses in accordance with the provision of RFP document and the consequential Lease Agreement.		Clause 1.2.4 of RFP document is amended.  Please refer Addendum-1
14	Clause No.26.7 of Annexure-1 of RFP	58 of 95	26.7 In case of payment of Lease rent, Utility bills and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC within 2 days of making such payment(s) for reconciliation purpose(s).	-	Clause no. 26.7 of Annexure-1 of RFP is amended and Schedule-B as per attached format is inserted after Schedule A in the RFP document.  Please refer Addendum-1

**Enclosed: Addendum-1**






Jaipur Metro Rail Corporation Limited

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For

**Leasing of Commercial Space at Railway Station Metro Station  
(Jaipur Metro)**

**RFP No. F.1 (R-174)/JMRC/DC/REV/2019-20/6265 dated 16.03.2023**

**(UBN – JMR2223SLOB00122)E-bid Id : 2023\_JMRC\_324744\_1)**

### **Addendum-1**

Jaipur Metro Rail Corporation Limited  
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Office: 2<sup>nd</sup> Floor, Wing-A, Admin Building, Metro Depot,  
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 JAIPUR METRO	<b>Jaipur Metro Rail Corporation Limited</b> (A Govt. of Rajasthan Undertaking) 2 <sup>nd</sup> Floor, Admin Building, Metro Depot, Bhargu Path, Mansarovar, Jaipur 302020 (Rajasthan) CIN : U60221RJ2010SGC030630 E-Mail <a href="mailto:edca@jaipurmetrorail.in">edca@jaipurmetrorail.in</a> ; Ph: 0141-2822755
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No.:- RFP No. F.1 (R-174)/JMRC/DC/REV./2019-20/388.....dated

\_\_\_\_/04/2023  
**26 APR 2023**

### **ADDENDUM - 1**

#### **Leasing of Commercial Space at Railway Station Metro Station (Jaipur Metro)**

**RFP NO.-F.1(R-174)/JMRC/DC/REV./2019-20/6265 dated 16.03.2023**

**(UBN – JMR2223SLOB00122) E-bid Id : 2023\_JMRC\_324744\_1**

### **(SUMMARY SHEET)**

S. N.	Bid Document	Clause reference	In place of	May be read as	Remarks
1	RFP	Clause no.1.2.4 of RFP	Page 7	Page 7R1	Clause amended
2	RFP	Clause no.1.2 of Annexure-1 of RFP	Page 48	Page 48R1	Clause amended
3	RFP	Clause no.2.1 & 3.1 of Annexure-1 of RFP	Page 51	Page 51R1	Clause amended
4	RFP	Clause no.8.1 of Annexure-1 of RFP	Page 52	Page 52R1	Clause amended
5	RFP	Clause no.9.1 - 6 <sup>th</sup> bullet point of Annexure-1 of RFP	Page 53	Page 53R1	6 <sup>th</sup> bullet point deleted
6	RFP	Clause no.11.1 of Annexure-1 of RFP	Page 53	Page 53R1	Clause amended
7	RFP	Clause no.13.1 of Annexure-1 of RFP	Page 55	Page 55R1	Clause amended
8	RFP	Clause no.21.1 of Annexure-1 of RFP	Page 56	Page 56R1	Clause amended
9	RFP	Clause no.22.2 of Annexure-1 of RFP	Page 57	Page 57R1	Clause no. 22.2 amended & Clause no.22.3 inserted.
10	RFP	Clause no.26.7, 27.1 & 28.1 of Annexure-1 of RFP	Page 58	Page 58R1	Clause amended
11	RFP	Clause no.1.1.1-Definitions of Draft Lease Agreement of RFP -Lease Period	Page 66	Page 66R1	Definition amended
12	RFP	Clause no. 1.1.1-Definitions of Draft Lease Agreement of RFP -Rent Free Grace Period" OR "Moratorium Period"	Page 67	Page 67R1	Definition amended
13	RFP	Clause no. 2.4.1 of Draft Lease Agreement of RFP	Page 72	Page 72R1	Clause amended
14	RFP	Clause no. 3.2.1, 3.3.1 & 3.3.2 of Draft Lease Agreement of RFP	Page 73	Page 73R1	Clause amended
15	RFP	After schedule A of Draft Lease Agreement of RFP	Page --	Page 94AR1	Format of Schedule B inserted after Schedule A

**Note:** All further updates, if any, will be available only on procurement portal (<https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in>) of the state and/or [www.jaipurmetrorail.in](http://www.jaipurmetrorail.in), therefore interested parties are advised to visit these websites regularly.

**Encl.: Addendum-1 (R1 pages of RFP document total 14 Pages)**

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Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.

- 1.2.2. Commercial space at Railway Station Metro Station (Jaipur Metro) is situated at mezzanine floor (500 sqm) with access through ground floor.
- 1.2.3. Railway Station Metro Station is the 7th metro station of Phase-1 route/corridor situated near 3rd entry of main Railway station of Jaipur (Jaipur Junction). Centralized bus station (Sindhi Camp) of Jaipur city is situated at a distance of 1 KM from Jaipur Junction.
- 1.2.4. Selected Bidder shall be entitled to develop, operate, maintain, manage, market, ~~sub-let~~/sub-lease/sub-license the Commercial Space for development & operation of commercial/business venture for the entire Lease Period at its own cost and expenses in accordance with the provision of RFP document and the consequential Lease Agreement. The space is being offered on "as is where is basis".
- 1.2.5. Selected Bidder shall be required to pay Lease Rent, Utility bills and other charges (as approved and communicated in LOA) on quarterly basis for lease of Commercial Space for the specified Lease Period.
- 1.2.6. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of lease and obligations of the selected Bidder as set forth in this RFP document or the Authority's rights to amend, alter, change, supplement or clarify the scope of lease, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.7. The Authority shall receive Bids pursuant to this RFP and other documents (as per requirement) issued by Authority during Bidding Process (collectively the "**RFP document**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "**Bid Due Date**").

### 1.3. Brief Description of Bidding Process

- 1.3.1. Authority/JMRC has adopted a single-stage, two-bid (packet) (Technical Bid and Financial Bid), open transparent competitive e-bidding process through e-procurement system at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) (the "**Bidding Process**") for selection of a Bidder for award of the Contract.
- 1.3.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "**Bid**") for the Contract in accordance with the provisions of the RFP document.
- 1.3.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as per the provisions of this RFP document.
- 1.3.4. Bidders shall be required to quote % below/above the Base Rate Rs.177.60 per Sqm Per Month of Lease Rent exclusive of GST and other applicable taxes. Bidder who offers highest Lease Rate (Per Sqm Per Month) shall be awarded the Contract. GST and other applicable taxes on prevailing rate, shall be payable extra by the Bidder.
- 1.3.5. Lease Rent (Per Sqm Per Month) accepted for the selected Bidder shall be escalated annually @ 6% on compounding basis.
- 1.3.6. Total Lease amount for a month shall be calculated as given below:

*"Accepted lease rent (per sqm per month) X actual lease area of Commercial Space"*



- 1.2. Total 500.00 sqm commercial space is available on leasing at Railway Station Metro Station (Jaipur Metro) (near 3<sup>rd</sup> entry of Railway Station). Commercial Space is situated at mezzanine floor (500.00 sqm) with access through ground floor. The commercial space indicated above & in Annexure 2 is indicative and shall depend upon actual measurement at site before issuance of Notice to Proceed (NTP). The actual size of above commercial space after measurement may vary as per actual conditions and accordingly, the Lease Rent and other charges shall be charged as per actual space and shall be calculated on pro-rata basis.

**Key Details of the Commercial Space for Leasing**

A	COMMERCIAL SPACE FOR LEASING
<b>Location</b>	Railway Station Metro Station (Jaipur Metro) (Near 3 <sup>rd</sup> Entry to Railway Station)
<b>Total Space Available for Leasing</b>	500.00 Sqm
<b>Access to the Space</b>	Commercial Space is situated at mezzanine floor (500.00 sqm) with access through stairs from ground floor. Lift access not available.
<b>Parking</b>	Paid parking (owned by JMRC) is available.
<b>Level of Furnishing</b>	Work viz. plaster, flooring, electrical works, toilets and other finishing works are required to make space functional for use.



**2. Lease Period**

- 2.1. Lease granted under the Agreement shall be valid for a period of 30 Years ("**Lease Period**") starting from 151<sup>st</sup> day of issue of Notice to Proceed (NTP) in accordance with terms and conditions set forth in this RFP document and consequential Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.
- 2.2. Lessee, at least 180 days before expiry of original Lease Period (i. e. 30 Years), shall submit request for extension of Lease Period on the same terms & conditions. In case Lessee is not interested in extension of Lease Period, then also Lessee shall convey its intention for not extending the Lease Period so that Authority can initiate fresh process of leasing the Commercial Space.

**3. Lock-in Period**

- 3.1. There will be initial lock-in period of 2 years from 151<sup>st</sup> day of issue of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.
- 3.2. In case Lessee intends to vacate the Leased Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period.
- 3.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving of notice of at least 180 days and payment of all due to JMRC.

**4. Sub-Leasing**

- 4.1. Lessee shall have the right to use the Leased Space for its business/ commercial venture as specified in RFP document or can sub-lease/license full or part of the Commercial Space to another end user ("**Sub-Lessee/ Sub-Licensee**"). However, Sub-Lessee/Sub-Licensee shall not be allowed to further sublet/sub lease/ sub license any part of Commercial Space.
- 4.2. Duration of any sub-leasing/ sub licensing of Commercial Space shall not be more than Lease Period. Sub-leasing/ sub-licensing of any part of Commercial Space shall be terminated simultaneously with the termination of Lease Agreement.
- 4.3. For JMRC/ Authority, only Lessee shall be the only point of contact/ party to the Lease Agreement for all the matters relating to leasing of the Commercial Space. However, sub-lessee/ sub-licensee shall be required adhere with all terms of the consequential Lease Agreement to be signed between Authority and the Lessee.
- 4.4. Within 30 days of sub-leasing of any part of Commercial Space, Lessee shall be required to inform the Authority about sub-leasing in the specified format (to be provided by JMRC).

**5. Indicative Projects/Business Venture at the Commercial Space**

- 5.1. As Commercial Space is situated near railway station entry gate it is suitable for many business ventures including but not limited to the following:
- Dormitory/ Retiring Room
  - Restaurants/ Food Court
  - Retail Store/ Apparel Store

- 5.2. Above listed business ventures at the Commercial Space is indicative only. suitability of any business venture at the Commercial Space shall be decided by the selected private sector entity/ bidder based on its own assessment and business acumen.

## 6. Prohibited Activities in Lease Space

- 6.1. Following activities shall be prohibited in Lease Space:
- Tobacco products & betel (Pan), etc.
  - Firearms, firecrackers, hazardous and explosive chemicals, gases & pesticides
  - Petrol & other inflammable products
  - Kerosene/Gas/coal-based cooking shall be prohibited. Gas-based cooking may be allowed with the condition of having Gas bank at ground floor subject to approval and technical feasibility include Fire NOC from Chief Fire Officer (CFO), Jaipur Nagar Nigam for provision of Gas-based cooking at the any floor or Lease Space (not at all allowed on rooftop) of the Metro building with provision of Gas bank at ground floor only.
  - Any product/ service the sale of which is unlawful/ illegal or demand or restricted for sale under any Indian act or legislation.
  - Any other product/ services as notified by JMRC in the public interest or due to security/ safety reasons.

## 7. Ownership of the Commercial Space

- 7.1. Ownership of Railway Station Metro Station (Jaipur Metro), including the Commercial Space (to be leased out to the Selected Bidder) shall continue to vest with the Authority/Jaipur Metro Rail Corporation Limited (JMRC).
- 7.2. Lease herewith granted shall not be construed in any way as giving or creating any other right in favour of the Lessee but shall be construed to be only as a Lessee in as per terms specified in the RFP Document and consequential Lease Agreement. No permanent interests or lien of whatever nature is allowed to be created on the Commercial Space.
- 7.3. Only Lessee or the person authorised by the Lessee shall be allowed to use the Commercial Space during the Lease Period subject to payment of Lease Rent, Utility bills and other charges (if any) regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement.
- 7.4. In exceptional circumstances, JMRC reserves the right to withdraw some space from the leased Commercial Space due to any unavoidable reason. The Lessee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Lessee shall vacate such space within a period of 30 days from such intimation. In this case, JMRC shall allow Lessee the proportionate reduction in lease rent payable for the space withdrawn by the Authority.

## 8. Access to Commercial Space

- 8.1. Commercial space has separate access through stairs from street level (ground floor). Lift shaft from street level is also available but lift is not installed presently. Lessee shall be allowed to have uninterrupted access to Commercial Space on 24 hours basis (subject to local rules & regulations applicable to commercial establishments). Lessee shall be allowed to have a temporary structure at entry on ground floor for entry gate /security counter /Reception and Right of Way for entry to Mezzanine floor through stairs. This access shall be maintained by the Lessee at it's own cost.

There is no Lift shaft available from street level; however, JMRC may permit to install the lift, if requested, as per the feasibility and norms at lessee's own cost.



- 8.2. Lessee's staff, customers, clients shall not be allowed to enter into Metro paid area without having proper ticket/ smart card issued by JMRC.

## 9. Furnishing of the Commercial Space

- 9.1. Lessee shall be required to execute all furnishing works as required for the commercial use of Commercial Space without damaging any loads bearing/ structural members and any service/ utility, etc. The furnishing works to be executed by the Lessee in the Commercial Space shall include the following but not limited to the following:

- Plaster works, flooring works, railing on stairs
- All internal furnishing & finishing works including internal partitions/walls, plastering, painting, false ceiling, etc.
- For internal partitions/walls, Lessee shall be allowed to use light medium materials only (aluminium frames/ corrugated sheets, plyboard partitions, glass partition). Brick/ concrete shall be not used for creation of partitions/walls. However, in specific circumstances, Authority may allow brick/ concrete partition within in the Commercial Space subject to the condition that such brick/concrete partition does not damage the structural members of the station building.
- Construction of toilet, pantry, storage, etc. as per requirement
- Installation of electricity line & fittings, installation of meters, switches, air conditioner, water supply lines, plumbing lines liens, etc.
- Installation of lift (lift shaft is available from ground floor/ street level).

- 9.2. Lessee, while furnishing the Commercial Space, shall use high quality and non-fire hazard materials and the same shall be available for utilization by end users as commercial/ retail space as per the provisions of the RFP and consequential Lease Agreement.

## 10. Alteration & Modification in the Commercial Space

- 10.1. Lessee may be allowed to carry out minor alteration/ modification within the Commercial Space subject to approval from JMRC/Authority. Lessee shall ensure that said alteration/modification does not damage/ potentially damage the structural safety of the building and affect any electrical gadgets of JMRC.
- 10.2. Lessee is supposed to take prior written approval from JMRC through a written notice prior to commencement of any alteration/ modification works and if necessary JMRC reserves all right to approve/ not approve alteration/ modification plan submitted by Lessee.

## 11. Electricity Connection (Permanent and Temporary)

- 11.1. Lessee shall be required to obtain separate electric connection for the Commercial Space from Jaipur Vidyut Vitran Nigam Limited (JVNL). JMRC shall endeavor to provide all support to Lessee for taking separate electric connection. JMRC shall issue Non-Objection Certificate (NOC), if required. JMRC may provide Electric power required for commercial/contractual activities subject to its technical feasibility and availability of spare capacity. Lessee may require to install additional equipment's and to do other associated electrical works as per JMRC approval, at it's own cost through an electrical contractor having a valid electrical contractor license under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of JVNL. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which, the electric connection shall be disconnected.

In case of non feasibility or in case, lessee if so, desires, may take the power supply connection from JVNL meeting out all the requirement of electrical safety & fire safety. JMRC shall endeavor to provide all support and facilitate the Lessee for taking separate electrical connection. JMRC shall issue Non-Objection Certificate (NOC), if required. The applicant voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instructions issued by JMRC Fire Officer, Electrical Inspector, Security Officer or their authorised representatives from time to time.

- 11.2. JMRC shall provide space for installation of transformers & meters, if required on chargeable basis. NOC for installation of transformers & meters shall be taken from Traction and E&M Department and space may be decided by Corporate Affairs/ Civil Wing of JMRC.



details & specifications. The instructions of JMRC's electrical inspector/ authorised representations shall be complied with by the Lessee at its own cost.

- 12.4. JMRC shall provide space for provision of electrical earthing pit at suitable location on ground floor. JMRC shall also allow for extension of earthing lines/strips from earthing pits upto the required location in Leased Space. Earthing work shall be done under supervision of JMRC representative.
- 12.5. Lessee shall ensure that no electrical cable crossing shall be done in JMRC's existing electrical installations. All electrical and fire safety measures shall be ensured by Lessee.

### 13. Water Supply

- 13.1. ~~Lessee shall be required to obtain separate connection for water supply from Public Health Engineering Department (PHED).~~ JMRC may provide Water connection required for commercial/contractual activities subject to its technical feasibility and availability of capacity. Lessee may require to install additional equipment's and to do other associated works as per JMRC approval, at it's own cost under the supervision of JMRC. Lessee has to pay the applicable charges and security deposits, as measured and decided by JMRC. Monthly billing shall be done as per applicable guidelines of PHED. Lessee shall have to pay the bill amount within seven days of issue of bill, failing which, the water connection shall be disconnected.

In case of non feasibility or in case, Lessee if so, desires, may take the water supply connection from PHED. JMRC shall endeavour to provide all support and facilitate to Lessee for taking separate water connection. In this case, space for water storage tank shall be suggested/ demarcated and provided by JMRC on chargeable basis subject to the feasibility and availability of space.

- 13.2. JMRC shall allow laying of pipeline from PHED pipeline to water storage tank and from water storage tank to the overhead water tanks inside the Lease Space.
- 13.3. The responsibility of payment of all utility bills including water supply bills of Lease Space and adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

### 14. Provision for Water Storage Tank

- 14.1. JMRC shall provide suitable space at ground floor (on chargeable basis) for construction of underground water storage tank, if demanded by Lessee.
- 14.2. Space for overhead water storage tank shall be provided on terrace of Commercial Space on chargeable basis, subject to technical feasibility and suitability.

### 15. Sewerage Connection

- 15.1. JMRC has connected it drainage & sewerage line with Nagar Nigam Jaipur sewerage line.
- 15.2. Lessee shall connect drainage & sewerage line of its Leased Space into Jaipur Nagar Nigam sewerage line as per their procedures and conditions. Subject to technical feasibility, JMRC may allow connection of Leased Space's drainage & sewerage line into the JMRC' main line.

### 16. Telecom Lines

- 16.1. Lessee will be allowed to in-let optical fibre/ telephone cable etc., inside the Leased Space for telecom connectivity as per technical feasibility. No tower / pole shall be allowed in this package on JMRC's property for telecom services.

### 17. Space for Placement of Outdoor Units of Air Conditioners

- 17.1. Lessee shall be allowed to install outdoor units of air-conditioners (ACs) on rooftop of Commercial Space/setback area at ground floor subject to technical feasibility, suitability, and applicable rules & regulation of Jaipur Nagar Nigam.

### 18. Installation of Power Back-up System (DG Set)



- 18.1. Lessee shall be allowed to install power back-up system (DG set) for its Commercial Space. JMRC shall endeavour to provide suitable space for installation of DG Set at ground floor/ station roof, subject to feasibility and approval by JMRC, on chargeable basis.
- 18.2. Lessee shall be required to adhere with applicable rules and regulations of Central Pollution Control Board (CPCB), Rajasthan Pollution Control Board (RPCB) and any other law related to environment protection as applicable.

## 19. Cooking/ Kitchen Facilities

- 19.1. As the Commercial Space is situated below the concourse & platform level of metro train therefore Lessee shall endeavour to go for electrical cooking/heating with approval from JMRC.
- 19.2. Kerosene/Gas/coal-based cooking shall be prohibited. Gas-based cooking may be allowed with the condition of having Gas bank at ground floor subject to technical feasibility and approval from JMRC including Fire NOC from Chief Fire Officer (CFO), Jaipur Nagar Nigam for provision of Gas-based cooking at any floor (not at all allowed on rooftop) of the Metro building with provision of Gas bank at ground floor only. In case Gas-based cooking is allowed at the Commercial Space, the Lessee shall be required to develop a Gas bank (where gas cylinders will be kept, and supply given upto the kitchen) at the space at ground floor to be provided to by JMRC. Lessee shall be required to obtain Fire NOC from Chief Fire Officer, Jaipur Nagar Nigam and submit to JMRC in accordance with the provisions of the RFP document before starting commercial operations at the Commercial Space.

## 20. Rent for Additional Space for Non-Commercial Activities

- 20.1. Additional space for transformer, meter, chilling plant, water storage tank, AC outdoor units etc. outside leased space, if demanded by lessee and if found technically suitable shall be arranged to Lessee at a nominal charge of Rs. 100/- per square meter/ per month (GST extra). This rate shall also increase at the rate of 6% per annum on annual compounding basis.
- 20.2. Lessee shall not be allowed to undertake any commercial & retail activity, placement of advertisement & signboards in the Additional space provided for the above-mentioned activities.

## 21. Fire Safety Installations

- 21.1. ~~JMRC's fire hydrant cubicles with all accessories installed inside the Leased Space shall be properly guarded & operated/used by the lessee as & when required. Lessee shall ensure that sufficient area is left vacant surrounding these cubicles for their use in case of any emergency, etc. JMRC shall continue water supply connection with these fire cubicles and the lessee shall ensure that these units are not damaged during its installation activity.~~ Lessee shall install the required fire fighting and fire detection system as per applicable standards & norms along with all accessories inside the leased space and shall be responsible for custody, operation and maintenance of the same. JMRC shall provide water supply for fire fighting system. The fire fighting and fire detection system thus installed, shall be integrated with the existing system of JMRC for which JMRC shall facilitate. However fitting components, subcomponents required, if any, shall be provided by the Lessee for integration. Any required modification/ changes/installation will be done under JMRC supervision, by Lessee at it's own cost.

Lessee should be responsible for attending fire hazards/ alarms/ failure related to fire fighting system and electrical system in the leased area round the clock.

- 21.2. Lessee shall be responsible for equipping the Lease Space with fire extinguishers, sprinklers, fire exit signages, public address system, hooters, smoke detectors, heat detectors, temperature detectors, fire escape route with proper display, etc. as per applicable municipal norms. Lessee shall connect water supply to fire sprinklers from centralized water supply of JMRC for fire installations.
- 21.3. Lessee shall be required to obtain Fire NOC from Chief Fire Officer, Jaipur Nagar Nigam and submit to JMRC in accordance with the provisions of the RFP document before starting

commercial operations at the Commercial Space.

- 21.4. Lessee shall be solely responsible for any electrical or fire incidence and consequent repercussions to JMRC property and personnel.

## **22. Advertisement Rights/ Display boards/ Signages inside Lease Space**

- 22.1. Lessee shall be allowed to put advertisement/ display boards inside the Lease Space including on the external walls of interior partition.
- 22.2. At both the entry/exit to Commercial Space, Lessee shall be allowed to put one signage of suitable size (not more than 3 feet x 15 feet) displaying the name of Lessee or name of commercial venture, etc. for the Lease Space. However, additional space for signage may be allowed of suitable size (not more than 3 feet x 15 feet) to Lessee, subject to feasibility and availability of space on JMRC norms on chargeable basis.
- 22.3. Additional space to promote the business can be provided subject to availability and feasibility as per JMRC norms & procedures on chargeable basis.

## **23. Lessee Staff**

- 23.1. Lessee's staff/personnel shall be required to possess and wear ID card while working at the Commercial Space. Access to the JMRC system (paid area) shall be through smart cards/tickets only as per prevailing charges.
- 23.2. Lessee shall be solely responsible for all acts and actions of the staff/personnel deployed at the Commercial Space and for ensuring compliance with JMRC rules & regulations, relevant employment laws, regulations, and other statutory requirements including but not limited to provident fund, gratuity, insurance, mediclaim etc.

## **24. Safety & Security**

- 24.1. Lessee shall ensure safety and security of the Leased Space by deploying security guards and installation of CCTV cameras, burglary alarms, etc. at appropriate locations in the Leased Space.

## **25. Parking Availability**

- 25.1. Paid parking is available at Railway Station Metro Station (Jaipur Metro). Parking is owned by JMRC and managed by a contractor appointed by JMRC. Lessee may discuss and finalize with parking contractor for reserved parking.

## **26. Payment Terms of Lease Rent, Utility bills and Other Charges**

- 26.1. Lessee shall be required to pay approved Lease Rent, Utility bills and other applicable recurring charges (if any) + GST and other applicable taxes on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March.
- 26.2. For quarterly payments, Lessee shall follow standard calendar quarters only i.e. April – June, July – Sept, Oct – Dec and Jan – March. Lease Rent, Utility bills and other applicable recurring charges (if any) to be paid for first or second quarters shall be adjusted/calculated on pro-rata basis in a manner that next billing can be done on standard calendar quarterly basis.
- 26.3. In case of delay in payment of Lease Rent and other applicable recurring charges (if any), Lessee shall be required to pay interest @ 0.5% per month (be calculated on the outstanding



amount) for delay upto 15 days and @ 1% per month for entire period in case of delay of more than 15 days.

- 26.4. In case payment is not made even after 30 days of due date then Lessee shall be issued a notice to clear all outstanding with applicable interest within 15 days of issue of such notice. In the event of failure to clear all the dues with interest within the given 15 days, Lessee shall not be allowed to undertake any commercial activity till the time deposit of all pending dues. In case Lessee's failure to clear all dues persist for more than 60 days of due date, then Authority shall be entitled to issue termination notice to Lessee.
- 26.5. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue/ demand with applicable interest.
- 26.6. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the Lease Agreement may be terminated with a notice effective with immediate effect.
- 26.7. In case of payment of Lease rent, Utility bills and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC in the format prescribed at Schedule - B within 2 days of making such payment(s) for reconciliation purpose(s).
- 26.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee and JMRC shall not be responsible in any manner for lapse of payment on part of the Lessee.

## 27. Rent-Free Grace Period/Moratorium Period

- 27.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 150 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "Rent-Free Grace Period" OR "Moratorium Period").
- 27.2. Applicability of Lease Rent and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly Installment of Lease Rental and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent-Free Grace Period.
- 27.3. There shall be no relaxation in chargeability of Lease Rent and other recurring expenses (if any) after expiry of Rent-Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 27.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent-Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent and other recurring expenses (if any) shall be after expiry of Rent-Free Grace Period only.

## 28. Payment of First Quarterly Installment of Lease Rent

- 28.1. Lessee, within 25 days of issuance of LOA and before signing of Lease Agreement, shall deposit first quarterly Installment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/Moratorium Period of 150 days.
- 28.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to June 29 will be

**"Completion"** in relation to the Lease Space shall mean completion of furnishing works and other infrastructure services thereof (in accordance with the applicable byelaws and rules in force and approvals and sanctions received) including utilities & services such as electricity, water supply, sewerage, firefighting, and other common amenities as duly certified by JMRC and other competent authorities.

**"Consideration"** shall mean and include the payments to be made by the Lessee to the JMRC as provided in Clause-3 of RFP Document.

**"Damages"** shall mean the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

**"Emergency"** means a condition or situation that is likely to endanger the security of the individuals working for the Lease Space or which poses an immediate threat of material damage to any of the facilities in the Lease Space.

**"Force Majeure" or "Force Majeure Event"** means an act, event, condition or occurrence as specified in Clause 9.

**"GCC"** means General Conditions of Contract which is available on JMRC's website.

**"Governmental Agency"** means Central or State Government or any ministry, department, commission, board, authority, instrumentality or agency, under the control of Central or State Government or any other local or municipal bodies or institutions having jurisdiction over all or any part of the Lease Space or the performance of all or any of the services or obligations of the Lessee under or pursuant to this Agreement.

**"Good Industry Practice"** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in leasing of commercial spaces/business venture and which interalia includes those practices, methods, specifications and standards of engineering, procurement, renovation & upgradation, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent Lessee/subcontractor and/or operator, in the implementation, operation and maintenance and supervision of a Contract of the type and size similar to the Contract;

**"JMRC" OR "Authority" OR "Lessor"** means Jaipur Metro Rail Corporation Limited (JMRC)

**"Lease Period"** means a period of 30 years starting from 151<sup>st</sup> day of issue of Notice to Proceed (NTP) in accordance with the terms and conditions set forth in this Lease Agreement. Upon expiry of Lease Period of 30 years, the Lease Period may further be extended for another 5 years subject to mutually agreeable terms.

**"Material Adverse Effect"** means circumstances which may or does (a) render any right vested in a Party by the terms of this Agreement ineffective or (b) adversely affect or restrict or frustrate (i) the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or (ii) the legality, validity, binding nature or enforceability of this Agreement;





**"Permits"** mean and include all applicable statutory, environmental or regulatory leases, authorization, permits, consents, approvals, registrations and franchises from the relevant authorities;

**"Rent Free Grace Period" OR "Moratorium Period"** means the period of 150 days from the date of issue of Notice to Proceed (NTP) for carrying out the furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose.

**"SHE Manual"** means JMRC's safety, Health & Environment (SHE) Manual as available on JMRC's Website.

**"Supplementary Agreement"** means the agreement between JMRC and Lessee which is supplement to the original Lease Agreement and has resulted out of modification/alternation of existing clause(s) and/or addition of new Clause in Lease Agreement and such modification/addition has been mutually agreed by both parties of the Lease Agreement for the purpose of successful completion of the Contract;

**"Tax"** means and includes all taxes (including GST as applicable from time to time), fees, cesses, levies including Property Tax, Stamp Duty and registration charges that may be payable by the Lessee under the Applicable Laws to the Government or any of its agencies.

**"Termination"** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

## **1.2. Interpretation**

1.2.1. In this Lease Agreement, unless the context otherwise requires:

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian standard time;
- g) any reference to day shall mean a reference to a calendar day;



## 2.4. Lock-in Period

- 2.4.1. There will be initial lock-in period of 2 years ~~from 151<sup>st</sup> day~~ the date of issuance of Notice to Proceed (NTP). Vacation of Commercial Space before expiry of initial lock-in period of 2 years shall be treated as Lessee's event of default and termination proceeding shall be initiated accordingly.
- 2.4.2. In case Lessee intends to vacate the Lease Space immediately on completion of lock-in period of 2 years, then it shall give a notice of termination of at least 180 days before expiry of initial lock-in Period and deposit of all due/ pending payment to JMRC along with notice of termination.
- 2.4.3. After 2 years of lock-in period, Lessee shall have option to exit from Lease Agreement after giving of notice of at least 180 days and payment of all due to JMRC.

## 3. CONSIDERATION TO JMRC

### 3.1. Consideration

- 3.1.1. In consideration of the rights, privileges and interests granted by JMRC to the Lessee in terms of this Agreement, the Lessee shall pay the following amounts to JMRC in addition to the due performance of all other obligations, responsibilities and liabilities assumed by the Lessee under this Agreement:
- i. **Lease Rent:** Lease Rent of Rs. .... (Per Month Per Sqm Lease Rent approved by JMRC X Lease Area i.e. approximate 500.00 Sqm + applicable GST or any other tax, surcharge which shall be paid by Lessee on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March. Lease Rate shall be escalated annually @ 6% on compounding basis.
  - ii. **Other Recurring Charges:** Other recurring charges as per annexure-1 to RFP document (approved recurring charges for providing additional space for non-commercial activities, if any e.g. water storage tank, transformer, AC chilling plant, etc.) + applicable GST or any other tax, surcharge which shall be paid by Lessee on quarterly basis in advance, to JMRC, latest by 25th of the preceding month of applicable quarter without waiting for formal invoice from JMRC. For example, Lease Rent of April to June quarter shall be payable latest by 25th March. Lease Rate shall be escalated annually @ 6% on compounding basis.
- 3.1.2. For quarterly payments, Lessee shall follow standards calendar quarters only i.e. April – June, July – Sept, Oct – Dec and Jan – March. Lease Rent and other applicable recurring charges (if any) to be paid for first or second quarters shall be adjusted/calculated on pro-rata basis in a manner that next billing can be done on standard calendar quarterly basis.
- 3.1.3. In case of delay in payment of Lease Rental and other applicable recurring charges, Lessee shall be required to pay interest @ 0.5% per month (be calculated on the outstanding amount) for delay upto 15 days and @ 1% per month for entire period in case of delay of more than 15 days.
- 3.1.4. In case payment is not made even after 30 days of due date then Lessee shall be issued a notice to clear all outstanding with applicable interest within 15 days of issue of such notice. In the event of failure to clear all the dues with interest within the given 15 days,

Lessee shall not be allowed to undertake any commercial activity till the time deposit of all pending dues. In case Lessee's failure to clear all dues persist for more than 60 days of due date, then Authority shall be entitled to issue termination notice to Lessee.

- 3.1.5. Any representation or any request by the Lessee shall only be entertained if the Lessee deposits 100% dues as per issue/ demand with applicable interest.
- 3.1.6. In no case payments shall be allowed to remain outstanding for a maximum period of three months. If any stage, the dues remain outstanding for the period of more than three months, the Lease Agreement may be terminated with a notice effective with immediate effect.
- 3.1.7. In case of payment of Lease rent and other charges electronically (NEFT/RTGS/ECS), the Lessee shall intimate to JMRC within 2 days of making such payment(s) for reconciliation purpose(s).
- 3.1.8. The responsibility of payment of all utility bills including electricity supply, water supply bills and any other supply bills of Lease Space to the respective authority and adhering with the concerned rules/act shall rest with Lessee. JMRC shall not be responsible in any manner for lapses of payment on part of the Lessee.

### **3.2. Rent Free Grace Period/ Moratorium Period**

- 3.2.1. For carrying out furnishing, fabrication & installation works to make the Commercial Space useable for commercial/retail purpose, Lessee shall be permitted for rent free grace period of 150 days commencing from the date of issue of Notice to Proceed (NTP). (referred as "Rent-Free Grace Period" OR "Moratorium Period").
- 3.2.2. Applicability of Lease Rent and other recurring charges (if any) shall be after completion of Rent-Free Grace Period/ Moratorium Period only subject to payment of first quarterly instalment of Lease Rent and other recurring expenses (if any) by Lessee to JMRC before signing of Lease Agreement for 1st quarter after completion of Rent Free Grace Period.
- 3.2.3. There shall be no relaxation in chargeability of Lease Rent and other recurring expenses (if any) after expiry of Rent Free Grace Period/ Moratorium Period, even if more time is required by Lessee to complete the furnishing, fabrication and installation works.
- 3.2.4. In case Lessee completes all furnishing, fabrication and installation works and commences commercial operations even before expiry of Rent Free Grace Period/ Moratorium Period, then also chargeability of Lease Rent and other recurring expenses shall be after expiry of Rent Free Grace Period only.

### **3.3. Payment of First Quarterly Installment of Lease Rent and Other Applicable Recurring Charges**

- 3.3.1. Lessee, within 25 days of issue of LOA and before signing of Lease Agreement, shall deposit first quarterly instalment of Lease Rent i.e. amount equivalent to 3 months approved Lease Rent and other recurring charges (if any) to JMRC for first quarter, period of which shall start after completion of Rent-Free Grace Period/ Moratorium Period of 150 days.
- 3.3.2. For example, if Notice to Proceed (NTP) is issued on April 01, then April 01 to June-29 August 28 will be Rent Free Grace Period for which no Lease Rent shall be applicable and the First Quarterly Instalment of Lease Rent paid before signing of Lease Agreement shall be for the period of June-30 August 29 to September-29 November 28.



### Schedule-B - Format for Intimation for Deposition of Payments Via RTGS/NEFT/ECS

1. Name and address of Client/Lessee \_\_\_\_\_
2. Contract Name \_\_\_\_\_
3. Contract Detail/Number/Space/Package name \_\_\_\_\_
4. Invoice No. and Date \_\_\_\_\_
5. Period of Invoice \_\_\_\_\_
6. Head/item wise details of payment to be submitted as described in the invoice:

Item No.	Description/Head details	Period	Amount (in rupee)
1.	License Fee		
2.	Interest		
3.	Penalty		
4.	GST		
5.	Any other		
Gross amount			
Less statutory deductions, if any			
Net amount deposited			
<b>Payment Details : (NEFT/ RTGS/ ECS)</b>			
Lessee's Bank name & IFSC Code			
Transaction ID/Reference ID			
Date & Time of transfer			
JMRC's Bank name, Branch & IFSC Code			

7. TDS registration No. of Lessee \_\_\_\_\_
8. GST registration No. of Lessee \_\_\_\_\_

Signature, Name and designation of  
authorized representative of Lessee

#### TO BE FILLED BY JMRC

The Lessee has sent above details for License Fee Paid. This is for reconciliation at your end. Any discrepancy may be intimated please.

Signature  
(Representative of Non-Fare Revenue Department/JMRC)

Sr. EO (Accounts), JMRC

END OF THE ADDENDUM-1

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